



# FBG TRADE DAYS VENDOR CONTRACT

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PLEASE PRINT

*This serves as a permanent contract between Fredericksburg Trade Days and:*

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell # \_\_\_\_\_ Email: \_\_\_\_\_

Description of merchandise: \_\_\_\_\_

Texas Sales Tax Permit # (copy also required) \_\_\_\_\_

### VENDOR GUIDELINES

#### A. Renting Spaces

- 1. The management will rent space only to vendors who follow Vendor Guidelines pertinent to federal, state, and local laws and ordinances, and exhibit appropriate vendor behavior.
- 2. Vendors must have a current Texas Sales Tax Permit. Call Texas Comptroller at 1-800-252-5555, or apply online at [www.window.state.tx.us](http://www.window.state.tx.us). No set up allowed without permit.
- 3. Vendors inside barn areas may park behind the barn in which you are renting space unless it has been designated an RV site, or in the overflow lot behind Barns 4 or 6.
- 4. To retain your rental space each month, you must rebook or sublet it and pay for it by 2:00 p.m. on Sunday of the current show, missing a month could mean losing your space.
- 5. To sublet your lot you must pay 1/2 the normal rental fee. All subletting will be arranged by Trade Days management.

#### B. Setting Up at the Market

- 1. Vendors may set up as early as the Thursday before the market at 10:00 a.m., and must have all merchandise removed by 10:00 a.m. the Monday after the market.
- 2. Management requires all Vendors to be set up during show hours. 9-6 Friday and Saturday, and 9-4 on Sunday (including Sat./Sun. vendors).
- 3. No other vendor may set up in your space with you without prior approval from management.

#### C. Vending

- 1. All Vendor lots belong to the owners of Fredericksburg Trade Days at Sunday Farms, and each Vendor rents his lots at the pleasure of the ownership.
- 2. Vending must occur from rented spaces and may not exceed the space boundaries.
- 3. Only Food Vendors may sell food or drink, including canned or bottled.
- 4. Vendors must maintain their lots in an orderly and clean manner to protect the safety of themselves and the shopping public.
- 5. No animals can be sold at this market.
- 6. All firearms shall be under constant supervision by the individual vendor that owns said firearms and all firearms shall be covered or in some way secured during non-show hours.
- 7. Vendors will comply with all gun laws including those in regard to convicted felons and in regard to laws relative to the sale of firearms to individuals under the age of 18 (for rifles and shotguns)

or the age of 21 (for handguns). · 8. Each Vendor is solely responsible for his/her merchandise/property and business transactions. Merchandise left unattended is done so entirely at the owners risk.

#### D. Selling Food

- 1. All food concession stands must meet and remain consistent with the Gillespie County and State of Texas Health Department standards. (830-997-7521) [www.dshs.state.tx.us/region8](http://www.dshs.state.tx.us/region8)
- 2. A copy of your food permit must be on file with FBG Trade Days.

#### E. Motor Home and Travel Trailer Requirements

- 1. Any vehicle/trailer requiring electricity for heating or cooling is considered an RV. The area around the RV must be mowed by owner before each show.
- 2. Inside vendors renting RV space will be assigned an RV hookup as near as possible to your booth space.
- 3. Outside vendors must rent enough space to park RV's, and/or trailers on their lots, any excess vehicles will park in the parking lot behind Barn 4 or 6.
- 4. According to state law, waste water of any type must be disposed of in a waste dump station. Dumping of any water is not allowed on the premises, anyone doing so will be asked to leave the market.

#### F. Miscellaneous

- 1. Vendors may bring small pets, but they must be on a leash or be restrained on their lots at all times. Pet owners are responsible for any property damage or personal injury caused by their pet.

Pet owner must pick up after your pet. · 2. No merchandise or trash is to be left in your space after the show, unless preapproved by management. · 3. The market and its owners will not be liable for any personal injury or property loss caused by calamitous weather, accidents, or theft. · 4. Management reserves the right to restrict the sale, display or distribution of any printed materials, photographs, books, paraphernalia or other representations in order to maintain a proper,

moral, wholesome, environment. You could be asked to leave the premises immediately if these rules are broken. · 5. No electric heaters or air conditioners will be plugged in inside any barn.

#### G. Payments

- 1. Personal checks will only be accepted from Vendors paying for *advance* reservations.
- 2. All payments made the week of the show either by mail or in person shall be in cash, money order, or a cashier's check.
- 3. There is a \$30.00 charge on all returned checks, all future payments will be made in cash or money order.
- 4. There will be no payment refunds, or transfers. Any cancellation must be made 10 days prior to the show start date for credit towards next months rent. Any cancellation made after that time

period will forfeit full rental fee.

**I have read and agree to abide by the terms of this contract:**