



2022 BBQ & Rodeo Vendor

Policies and General Information/ Vendor Contract

28th Annual BBQ Cook-Off: March 25 – March 27, 2021

Mailing Address: LPLSRA PO BOX 445, La Porte, Texas 77572

For additional information, please contact:

Kati Otwell-Jenkins, 713.291.5061 lcreedrox03@yahoo.com

COOK OFF HOURS:

All vendors are required to staff their booths for the entire duration of the event during the following hours:

Location – Lomax Arena -1508 ½ Lomax School Road, La Porte, Texas 77571

Friday March 25: SET UP NOON – 5pm. Booth open till 10 pm

Saturday March 26: 11am-10pm

Sunday March 27: TEAR DOWN – 9 AM * trailers – 9 am, cars and trucks – 10 am

APPLICATIONS: Applications will be due by March 1 - MUST BE POST MARKED BY THIS DATE - (MAILED) - with a \$50 non-refundable deposit – Money order/ Cashier Check ONLY. Vendors must fill out the 2021 Booth lease agreement / application – and include in the mailing. There will be a CASH payment date of MARCH 18, 6PM – 8PM- at the Lomax Arena. **** UPDATE we will accept a credit card payment -\$3.00 fee for the booth registration - Pls contact Debbie Couch 281.380.3625 5:30 pm - 7:00 pm**

DISPLAYS: The LPLSR manages and assigns individual booth spaces and reserves the right to make vendor location changes with no advance notice to the Vendor. **VENDORS MAY NOT CHANGE SPACES OR MOVE THEIR DISPLAYS WITHOUT THE PRIOR CONSENT OF THE DIRECTOR OVER THEIR AREA.** Sales must be confined to the booth area. Vendors do not have strolling rights.

ELECTRICAL: Vendors are responsible for bringing your own electrical cords (at least 100 ft cord), tables, chairs, fans and lighting for your displays. Electrical outlets will be provided at no charge.

GENERAL INFORMATION: LPLSR reserves the right to alter vendor displays or to require the vendor to alter their display due to safety concerns. LPLSR reserves the right to stop or remove any Vendor, or his or her representative, for performing any act or practice deemed to be offensive, obscene or objectionable from the LPLSR. No refunds will be given if asked to leave grounds by LPLSR. No Golf Carts or 4-wheelers, of any kind, are allowed to be used by anyone except the LPLSR Committees. The La Porte Livestock Show and Rodeo assumes no responsibility for Workmen's Compensation FICA or withholding taxes for any and all employees or agents that work for any vendor in the La Porte Livestock Show and Rodeo and shall not be responsible for sales tax.

WATER: Water is available in various locations. It is the responsibility of the Vendor to provide all necessary water hoses, splitter connections, etc. as needed. Water Connections will be shared. Please be considerate of other Vendors.

ITEMS TO BE SOLD/DISPLAYED: ALL merchandise that will be sold or displayed must be listed on the Exhibitor Rental Agreement or attached to the contract. Merchandise Items not listed cannot be sold or displayed. Vendor is prohibited from selling any T-shirts, caps and/or any item bearing the La Porte Livestock Show and Rodeo logo. Booths will be monitored for compliance. Failure to comply will result in immediate eviction and forfeiture of all fees paid. **NO EXHIBITOR MAY SELL OR GIVE AWAY HOVERBOARDS, UNMANNED AIRCRAFT SYSTEMS, TASERS, GUNS, KNIVES, WEAPONS, DRUGS, DRUG PARAPHENALIA, FIRECRACKERS, SMOKE BOMBS, STINK BOMBS, ALCOHOLIC BEVERAGES OR ANY ITEMS DEEMED UNDESIRABLE OR UNSAFE BY LPLSRA.**

ABSOLUTELY NO LIVE ANIMALS!

La Porte Livestock Show & Rodeo reserves the right to refuse and/or dismiss any person(s) exhibiting an undesirable or illegal product(s), or any person(s) not abiding by the rules as set forth by LPLSR.

NON-ALCHOLIC BEVERAGES: Soft drinks, bottled water and ice are sold by the La Porte Livestock Show & Rodeo and must be purchased by Vendor from LPLSR. Vendor will not be allowed to bring in ANY ice, soft drinks or bottled water for resale.

BOOTH FURNITURE: Tables and chairs will **not** be provided by LPLSR. All Vendors must furnish their own booth furniture and décor. All booth space must be soundly constructed, all obstructions must be clearly marked, and cords secured for safety.

RELEASE OF LIABILITY: Vendor agrees to uphold and abide by the rules and regulations of the La Porte Livestock Show and Rodeo and the City of La Porte with regards to the use of the Lomax Arena, including such rules and regulations governing the entrance into, passageways across and parking upon said property. It is hereby understood and agreed that LPLSR will, in no case, be responsible for any loss, damage or injury to any person or property during the term of this lease or during any period of time in which Vendor, its agents and/or employees, is using said property in enjoyment of the privilege afforded Vendor under this lease agreement; regardless of how such loss, damage or injury is occasioned and by whom. It is further agreed by and between LPLSR and Vendor that Vendor will protect, indemnify and save harmless LPLSR and the City of La Porte from any and all claims, suits, and/or judgments, including attorney's fees and other costs of defense of any said claim and/or suit incurred by LPLSR, brought by anyone as a result of action or inaction of Vendor, either solely or in conjunction with LPLSR or anyone else. Any policy change or rule interpretation can be made at the discretion of LPLSR with approval of the President. LPLSR has the right to refuse contract.

SET-UP: All Vendors must check-in with LPLSR Vendor Committee representative prior to set-up. Vendor booth space will be clearly marked with Vendor name prior to move-in. Vendors will be allowed to begin set-up during the following times:

SET UP: Friday March 25 –Noon– 5pm. Booth open till 10 pm

Tear Down: Vendors may begin tear down: Saturday March 26 MIDNIGHT or Sun March 27: 9 am. These times may be adjusted at the discretion of the Vendor Committee. All Vendor property must be removed from the premises by Monday, March 28, 2020.

MISCELLANEOUS: Vendor will be given two (2) event entry bands per booth. Vendors needing to leave early must park in other than designated vendor parking. All vehicles/ trailers must be removed from the Arena by 5 pm on Friday March 25. Vendors must be open and ready for business by listed show times. Refunds will not be given. La Porte Livestock Show & Rodeo reserves the right to relocate Vendors for the maximum benefit of the Association and its visitors. Vendors needing assistance should contact the Vendor Committee Director listed below. The Vendor Committee Director, Kati Otwell-Jenkins, may be reached by 713.291.5061 during normal business hours. Additional wristbands can be purchased for \$15 for the weekend.

**WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY AND
HOLD HARMLESS**

****MUST BE SIGNED****

In consideration of entry into and participation in the activities associated with the LA PORTE LIVESTOCK SHOW AND RODEO and in recognition of the risk of injury while participating in LA PORTE LIVESTOCK SHOW AND RODEO activities and as consideration for the right to participate in the activities, I hereby for myself, my heirs, executors, administrators, assigns, or personal representatives knowingly and voluntarily enter into this WAIVER and RELEASE OF LIABILITY and hereby WAIVE any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation and do hereby RELEASE and forever discharge THE LA PORTE LIVESTOCK SHOW AND RODEO and their affiliates, managers, members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns, the event site and its agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns and all sponsors and/ or beneficiaries of the LA PORTE LIVESTOCK SHOW AND RODEO from any and all liability, claims, demands, damages, actions or causes of action of every kind and character now existing or which hereinafter may arise as a result of my participation regardless of cause or whether any injury is caused by the sole, joint, comparative, or concurrent negligence or gross negligence or fault of the LA PORTE LIVESTOCK SHOW AND RODEO, the negligence or fault of myself or third parties, the conditions of the event site or any other cause. Further and for the consideration herein described, I agree to INDEMNIFY and HOLD HARMLESS the LA PORTE LIVESTOCK SHOW AND RODEO against any and all claims, demands, damages, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought y me or anyone on my behalf, including attorney's fees, if litigation arises on account of claims made by me or anyone on my behalf caused by negligence, gross negligence, negligence per se, strict liability and/or liability under the Deceptive Trade Practices Act or other fault regardless of cause or whether caused by the sole, joint, comparative, or concurrent negligence, gross negligence or fault of the LA PORTE LIVESTOCK SHOW AND RODEO, my own fault or the fault of third parties, the conditions of the event site or any other cause. To INDEMNIFY means to assume the liability in a situation, thereby relieving the other party of responsibility. I recognize that various photographs, video recordings and/or other media will be taken during the LA PORTE LIVESTOCK SHOW AND RODEO activities. I agree to grant the LA PORTE LIVESTOCK SHOW AND RODEO full permission to use any photographs, video recordings, or other media of the LA PORTE LIVESTOCK SHOW AND RODEO activities that contain my likeness for the purpose of promoting the LA PORTE LIVESTOCK SHOW AND RODEO L or its SPONSORS in any manner deemed appropriate by the LA PORTE LIVESTOCK SHOW AND RODEO. I further agree to RELEASE and INDEMNIFY the LA PORTE LIVESTOCK SHOW AND RODEO for any claims of NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE, STRICT LIABILITY or LIABILITY under the DECEPTIVE TRADE PRACTICES ACT or other fault for claims made that relate to any usage of photographs and/or interviews, including but not limited to damages, losses, costs of defense, attorney's fees and whether caused by the sole, joint, comparative or concurrent negligence, gross negligence or fault of the LA PORTE LIVESTOCK SHOW AND RODEO or myself or third parties, the conditions of the event site or any other cause. I hereby declare that I have read and fully understand this Agreement in its entirety and that, by signing below, I assent to the terms and conditions contain this Agreement.

SIGNATURE

DATE



2022 La Porte Livestock Show and Rodeo

Booth Lease Agreement

Date Received _____ Accepted / Hold / Rejected / New / Return

Type of payment: /Money Order /Cashier Check/Cash/CC _____

Space # Assigned _____ FOR LPSRA INFO ONLY

Please Print:

Vendor Name: _____

Contact Name: _____

Address: _____

City: _____ State: ____ Zip: _____

(If mailing address s PO Box, then a physical address is also required)

Email: _____

Phone #: _____

Types of items to be sold or displayed:

\$ 10.00 Processing Fee (Every Vendor pays) *Required - plus \$40.00 One Space (10'X10')

RENTAL AMOUNT DUE: \$ 50_ ADDITIONAL WRISTBANDS ____ * \$15 = ____ CC FEE \$3 __

TOTAL AMOUNT DUE \$ _____

PAYMENT METHODS ACCEPTED: CASHIER CHECK /MONEY ORDER/CC **NO PERSONAL CHECKS**

Make payable to:

LA PORTE LIVESTOCK SHOW AND RODEO PO BOX 445 LA PORTE TEXAS 77572