



Vendor Coordinator  
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Dear Prospective Vendor,

Thank you for your interest in Mardi Gras! Galveston, celebrated February 17 – February 28, 2017. Our mission is to build upon the success of the event each year with our vendors, customers, balcony parties, parades and more. Vendors are an important part of the Mardi Gras experience. Revelers look to vendors for: food, merchandise, and a variety of gifts and novelties to complete their Mardi Gras! Galveston experience. Paid admission allows spectators to stroll through 12 city blocks, experiencing live music, extravagant Mardi Gras! Galveston parades, as well as various balcony parties and festivities.

Vendors have two options for a store front; a stationary vendor or a strolling vendor.

- Stationary Vendor: Located inside the gated entertainment district with a 12'L x 15D' space or larger if additional space is purchased.
  
- Strolling Vendor: Strolling Vendors are ONLY allowed to operate along the Seawall and along the parade routes outside the Entertainment District. Strolling vendors are not allowed inside of the Entertainment District, with the exception of the 2<sup>nd</sup> Sunday and Fat Tuesday. (Strolling Vendors may not stroll along Strand Street)

Again, thank you for your interest in becoming a vendor at one of Galveston's largest annual events. We appreciate your business and continued support!

Yaga's Entertainment, LLC.

# **MARDI GRAS! GALVESTON 2017 VENDOR SUBMISSION CHECKLIST**

The following documents must be received no later than  
Friday, February 10, 2017 BY MAIL OR IN PERSON ONLY

## **Food Vendors**

Any vendor preparing food on site

1. Completed Application (pg. 8-9)
2. Signed Hold Harmless Agreement (pg. 12)
3. Cash, Cashier's Check or Credit Card (PAID IN FULL)
4. Copy of Texas Sales Tax Certificate
5. Photograph of Space Set Up

## **Non-Food Vendor**

Crafts, novelties, pre-packaged food

1. Completed Application (pg. 8-9)
2. Signed Hold Harmless Agreement (pg. 12)
3. Cash, Cashier's Check or Credit Card (PAID IN FULL)
4. Copy of Texas Sales Tax Certification
5. Photograph of Space Set Up

## **Promotional Vendor**

Any vendor offering vacation/energy services, prize drawings etc.

1. Completed Application (pg. 8-9)
2. Signed Hold Harmless Agreement (pg. 12)
3. Cash, Cashier's Check or Credit Car (PAID IN FULL)
4. Copy of Texas Sales Tax Certification
5. Photograph of Space Set Up

## **Strolling Vendor**

Any vendor strolling along the Seawall or parade route outside the Entertainment District (with the exception of the 2nd Sunday and Fat Tuesday)

1. Completed Application (pg. 11)
2. Signed Hold Harmless Agreement (pg. 12)
3. Cash, Cashier's Check or Credit Card (PAID IN FULL)
4. Copy of Texas Sales Tax Certification
5. Photograph of Items to be Sold

## SCHEDULE

### FIRST WEEKEND

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**02/16/2017**

5:00PM-7:30PM

**THURSDAY**

TRAILER SPACE CONSTRUCTION AND VENDOR SET-UP  
NO POWER AVAILABLE

**02/17/2017**

9:00AM - 4:30PM

**FRIDAY**

SPACE CONSTRUCTION AND VENDOR SET-UP  
LOAD-IN. NO VEHICLES AFTER 4:30PM FRIDAY!

9:00AM-2:00AM

POWER PROVIDED

5:00PM-1:00AM

FESTIVAL HOURS-GATES OPEN TO THE PUBLIC

**02/18/2017**

7:30AM- 9:30AM

**SATURDAY**

LOAD-IN. NO VEHICLES ALLOWED IN THE DISTRICT

11:00AM-1:00AM

FESTIVAL HOURS-GATES OPEN TO THE PUBLIC

9:00AM-2:00 AM

POWER PROVIDED

**02/19/2017**

7:30AM-10:30AM

**SUNDAY**

LOAD-IN. NO VEHICLES ALLOWED AFTER 10:30AM

12:00PM-5:00PM

FESTIVAL HOURS-GATES OPEN TO THE PUBLIC

9:00AM-6:00PM

POWER PROVIDED

6:00PM-10:00PM

BREAK DOWN VENDORS MUST BE OFF STREETS BY 10PM

### SECOND WEEKEND

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**02/24/2017**

5:00PM- 7:30PM

**THURSDAY**

TRAILER SPACE CONSTRUCTION AND VENDOR SET-UP  
NO POWER AVAILABLE

**02/25/2017**

9:00AM- 4:30PM

**FRIDAY**

SPACE CONSTRUCTION AND VENDOR SET-UP  
LOAD-IN. NO VEHICLES AFTER 4:30PM FRIDAY!

9:00AM-2:00AM

POWER PROVIDED

5:00PM-1:00AM

FESTIVAL HOURS-GATES OPEN TO THE PUBLIC

**02/26/2017**

7:30AM- 9:30AM

**SATURDAY**

LOAD-IN. NO VEHICLES ALLOWED AFTER 9:30AM

11:00AM-1:00AM

FESTIVAL HOURS-GATES OPEN TO THE PUBLIC

9:00AM-2:00 AM

POWER PROVIDED

**02/27/2016**

7:30AM- 10:30AM

**SUNDAY**

LOAD-IN. NO VEHICLES ALLOWED AFTER 9:30AM

12:00PM-5:00PM

FESTIVAL HOURS-GATES OPEN TO THE PUBLIC-FREE ADMISSION

9:00AM-6:00PM

POWER PROVIDED

6:00PM-10:00PM

BREAK DOWN VENDORS MUST BE OFF STREETS BY 10PM

## TEMPORARY CONCESSIONS REQUIREMENTS AND GUIDELINES (pgs. 4-6)

1. Vendors are encouraged to use Mardi Gras colors to decorate concession stands.
2. Weather is out of the control of Yaga's Entertainment. Vendors should bring proper equipment to ensure the safety of others when dealing with weather, such as high winds. Vendors are required to bring cinder blocks, water barrels or other weighted devices to hold down tents. Yaga's Entertainment does not provide tables, chairs or tents.
3. Space size is 12'L x 15D' or larger if additional space is purchased. Pre-fabricated spaces and detached trailers will be allowed in areas designated by Yaga's Entertainment, Inc., and vendors MUST remain operational during festival hours. Vendors who close early will be subject to space re-assignment the 2<sup>nd</sup> weekend.
4. **MOTORIZED CONCESSION VEHICLES, GLASS CONTAINERS, GAMES OF CHANCE AND ANY REFERENCE TO ALCOHOLIC BEVERAGES ARE STRICTLY PROHIBITED. UNLESS APPROVED BY YAGA'S ENTERTAINMENT INC.**
5. Amplified music systems must have approval from Yaga's Entertainment, Inc.
6. Pricing and information signs are allowed on, and/or within vendor spaces. All signage must stay within the purchased space only. To protect advertising rights of entities and businesses, brand names are not allowed.
7. **NO PEDDLING ALLOWED OUTSIDE ASSIGNED VENDOR SPACES AT ANY TIME.** This will be strictly enforced by the City of Galveston and Yaga's Entertainment at all times. If a vendor is found peddling said vendor will be escorted out of Mardi Gras! Galveston by security, **NO EXCEPTIONS.**
8. **NO CARNIVAL GAMES ARE ALLOWED.** If a vendor is found deceiving the public by the Mardi Gras! Galveston vendor coordinator said vendor will be escorted out of Mardi Gras! Galveston by security, **NO EXCEPTIONS.**
9. Vendors must provide trashcans for inside their space(s).
10. Power is included in all vendor agreements. **NO OUTSIDE GENERATORS ALLOWED.** Power is supplied during hours listed only. (See pg. 3 for hours)
11. For an additional fee, water can be provided to non-food vendors who request so by email at least 2 weeks prior to the event [sspak@yagasresents.com](mailto:sspak@yagasresents.com).
12. To guarantee a vendor space, completed applications and full payment must be received by 2/10/2017. Yaga's Entertainment will oversee and control the number of exhibitor's selling/displaying at the event.
13. Space will be assigned 1st by returning vendors and 2nd by first paid – first reserved basis. Vendor confirmation will be sent via email once applications and payments are received. Vendor location will be provided upon check in. Please include an active/valid email address to ensure your confirmation is received in a timely manner. Yaga's Entertainment will try to honor space requirements/requests to the best of their ability. Yaga's Entertainment reserves the right to reassign reserved vendor space for failure to check in, and set-up within specified set-up times.
14. Vehicles must exit the Entertainment District by midnight, the Thursday prior to event weekends. Vendors are responsible for their own property, items, and equipment. No overnight security is provided Thursday evening. Access into Mardi Gras during the event is available at the vendor gate (24<sup>th</sup> St and Mechanic only). Dollies and carts may be used to deliver products throughout the day, but vendors and their staff must be wearing the vendor wristband. (issued upon check in).
15. Parking is not provided to vendors. Vendors will need to make their own arrangements. The City of Galveston has street parking and there are also parking lots at 21<sup>st</sup> and Mechanic.

## DISCLOSURE

*Yaga's Entertainment, Inc. and The City of Galveston are not responsible for space location, changes, or vendor sales due to circumstances beyond our control, including poor weather. ABSOLUTELY NO REFUNDS!*

### SAFETY AND SECURITY

The safety of Mardi Gras! Galveston vendors, employees, and attendees is paramount. Do not place structures, signs, beads, or products on sidewalks, or walkways, without the expressed written consent of Yaga's Entertainment. Do not use city signage such as parking meters, signs, or utility poles to post or display vendor signage. The City of Galveston will have scheduled patrol officers and security within and around the Uptown Entertainment District. **There is no overnight security!** VENDORS ARE RESPONSIBLE FOR THE SAFETY AND SECURITY OF THEIR PROPERTY AND STAFF. If the Galveston Police Department requires Mardi Gras! Galveston to close earlier than 1am Yaga's Entertainment and all vendors must comply.

### CLEANUP

VENDORS ARE REQUIRED KEEP THEIR AREA CLEAN DURING AND AFTER THE EVENT.

### FOOD VENDORS

1. Food Vendors dealing with greases or oils are required to provide plastic pails with lids (i.e., mayonnaise or pickle buckets), which can be safely secured and transported to the grease recycling barrels provided. Location of grease barrels will be provided before the event. Absolutely NO dumping of grease down street drains!! Do not leave or dispose of grease and/or trash in any other manner.

### FOOD VENDORS CLEANUP DEPOSIT

1. Refundable deposit fee is \$500 per food vendor and \$1000 per Food Truck vendor. Vendors are required to have their space inspected before exiting the district or deposits will not be refunded.
2. Returning vendors who have forfeited their clean up deposit previously are required to pay a \$700.00 fee.
3. Vendors failing to comply with the cleanup requirements, forfeit all deposit fees. Vendors who do not follow the guidelines set forth, may result in penalties at future Mardi Gras! Galveston events.

### FORMS OF PAYMENT

1. Cash, Cashiers Check, Money Order or Credit Card are the ONLY acceptable forms of payment.
2. There will be an additional 2% processing fee for credit cards.

### SALES TAX PERMIT

Applicants/vendors must provide the following:

1. CURRENT/VALID STATE OF TEXAS SALES AND USE TAX PERMIT.
2. Permit must be displayed at all times during the event.
3. To apply for a State of Texas Sales and Use Tax Permit, contact the State Comptroller's Office at 1-800-252-5555 or email [tax.help@cpa.state.tx.us](mailto:tax.help@cpa.state.tx.us) and request a "289" packet, or go to <http://www.window.state.tx.us/taxpermit>

### TEMPORARY GALVESTON COUNTY HEALTH DISTRICT FOOD SERVICE CERTIFICATION

All Food Vendors must complete the application for a Temporary Health Permit with the Galveston County Health District and are responsible for any application fees. The Health Department will inspect food vendor booths during Mardi Gras! Galveston. The form can be filled out online at: <http://www.gchdenvform.org/servlet/guest?service=0&formId=38>

## TEMPORARY GALVESTON FIRE DEPARTMENT VENDOR PERMIT

All vendors with a tented space of 400 square feet or larger, or vendors with heat producing devices, will be required to have a Fire Tent Permit issued through the Fire Marshal's office in Galveston. Please fill out the form under the vendor section of our website, contact the Fire Marshal's office for proper fee amount and mail your permit form and fee to them directly. Office of the Fire Marshal, City of Galveston, 2517 Avenue H, Suite 207, Galveston, Texas 77550, Phone (409) 797-3870, [fmo@cityofgalveston.org](mailto:fmo@cityofgalveston.org)

## MENU SELECTION AND POLICIES

As part of the application process, food vendors must list food items and pricing. Food vendors may only sell those items listed on the vendor application submitted. Vendors may not sell additional items without the expressed written consent of Yaga's Entertainment. In addition, Yaga's Entertainment reserves the right to determine which items can/cannot be sold. Food vendors are prohibited from selling non-food items such as; hats, t-shirts, etc. Conversely, non-food vendors are prohibited from selling or giving away food and/or drinks.

## USE OF LOGOS, MARKS, AND IMAGES

Vendors may not sell items with official Mardi Gras! Galveston, or City of Galveston logos and/or graphics. Vendors may not sell items with the name or images of Mardi Gras! Galveston performers. Violators will be removed from the festival immediately at their own expense, forfeiting fees and deposits already made.

## MERCHANDISE RESTRICTIONS

Yaga's Entertainment has the exclusive right to display, license, sell, and merchandise all event novelties (t-shirts, posters, etc.). Yaga's Entertainment further has the right to inspect, approve, reject, or otherwise control the display, promotion, sale or other merchandising of products or services by vendors at the event at its sole discretion. Any products or services rejected by Yaga's Entertainment must be immediately removed from the event premises.

The City of Galveston codes and Yaga's Entertainment, prohibit the selling of sexually explicit material, items with obscenities or profanity, illegal drugs and drug paraphernalia, weapons, merchandise containing racial slurs, manufacturer or copyright infringements, or other offensive, detrimental matter. Any such merchandise or displayed matter will be confiscated and not returned. Merchandise designed to be passed off as event merchandise (use of the City of Galveston, date, event name, trademarks, etc.) or which has this effect will not be permitted.

No signage may be displayed in vendor space reading "Official 2016 Mardi Gras! Galveston Merchandise", "Festival Merchandise", "Festival Tees", "Event Tees" or any similar language advertising the sale of event merchandise. Any vendor found selling merchandise that infringes on these trademarks may be asked to leave immediately and will be subject to legal recourse.

No silly string products allowed on festival grounds.

Alcoholic Beverages may not be sold or served within a vendor's space without proper permitting and written consent from Yaga's Entertainment.

Yaga's Entertainment, Inc. will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products that are in violation of said Exhibitor Regulations or any other reason. By signing this application, you are agreeing that the officers of Yaga's Entertainment have sole and final authority to determine violations of this agreement.

## FOOD & NON FOOD VENDOR PRICING

15% Discount for RETURN VENDORS ONLY deadline November 18, 2016

20% Discount for vendors who apply and pay in full for 2017 and 2018

Discounts do not apply to deposits

FINAL VENDOR APPLICATION DEADLINE IS FEBRUARY 10, 2017

Included in the Vendor pricing:

- ✓ 1 – 12' Long/frontal x 15' Deep (from the curb) vendor space.
- ✓ 20amp 110v quad box.
- ✓ Potable water for food vendors. (Hoses are allowed to initial fill tanks, but hoses may not be used during festival hours.)
- ✓ Insurance
- ✓ 8 wristbands for Food Vendors 4 wristbands for Non-food Vendors
- ✓ Wristbands will be issued separately for each weekend. Yaga's Entertainment is not responsible for lost or stolen wristbands. Additional wristbands may be purchased for \$10.00 each, no more than 5 additional.
- ✓ VENDORS MUST ENTER FESTIVAL GROUNDS WITH WRISTBANDS AT 24<sup>TH</sup> & MECHANIC ST ONLY!

### FOOD VENDOR PRICING

BOOTH SIZE 12'X15'	BOTH WEEKENDS	1 <sup>ST</sup> WEEKEND ONLY	2 <sup>ND</sup> WEEKEND ONLY
All Food Vendor Base Fee	\$2950.00	\$2310.00	\$2560.00
Food Vendor Clean Up Deposit	+\$500	+\$500	+\$500
Deposit Food Truck	+\$1,000	+\$1,000	+\$1,000
Food Total	\$3450.00	\$2810.00	\$3060.00
Food Truck Total	\$3,950.00	\$3,310.00	\$3,560.00

### NON-FOOD VENDOR PRICING

BOOTH SIZE 12'X15'	BOTH WEEKENDS	1 <sup>ST</sup> WEEKEND ONLY	2 <sup>ND</sup> WEEKEND ONLY
NON-FOOD	\$1910.00	\$1285.00	\$1535.00

### PROMOTIONAL VENDOR PRICING

BOOTH SIZE 12'X15'	BOTH WEEKENDS	1 <sup>ST</sup> WEEKEND ONLY	2 <sup>ND</sup> WEEKEND ONLY
NON-FOOD	\$2950.00	2,655.00	\$1965.00

Additional Space Available in increments of 3 feet in length/frontal only

3 feet Add \$375

6 feet Add \$750

9 feet Add \$1125

12 feet Add \$1500

15 feet Add \$1875

SPACES MAY NOT EXCEED 15' DEEP FROM THE CURB OF THE SIDEWALK; NO EXCEPTIONS

# STATIONARY VENDOR APPLICATION

BUSINESS NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TEXAS SALES TAX NUMBER: \_\_\_\_\_

APPLICANTS FULL NAME: \_\_\_\_\_

ACTIVE EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

ONSITE CONTACT FULL NAME: \_\_\_\_\_

ACTIVE EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

MERCHANDISE/PRODUCTS TO BE SOLD/PROMOTED:(CHECK ONE)

FOOD \_\_\_\_\_ NON-FOOD \_\_\_\_\_ PROMOTIONAL \_\_\_\_\_

VENDING DATES (CHECK ONE) (2/17/17-2/19/17) (2/24/17-2/26/17)

ONLY \_\_\_\_\_ BOTH WEEKENDS \_\_\_\_\_ 1<sup>ST</sup> WEEKEND ONLY \_\_\_\_\_ 2<sup>ND</sup> WEEKEND

VENDORS **MUST LIST ALL** ITEMS TO BE SOLD OR PROMOTED:

\_\_\_\_\_  
\_\_\_\_\_

VENDORS **MUST LIST ALL** ITEMS THAT REQUIRE ELECTRICITY WITH CORRESPONDING VOLTAGE:

\_\_\_\_\_  
\_\_\_\_\_

WILL YOU BE VENDING FROM A TRAILER? (CHECK ONE) YES \_\_\_\_\_ NO \_\_\_\_\_

WHICH SIDE OF TRAILER WILL YOU BE SERVICING OUT OF?

(CHECK ONE) DRIVER \_\_\_\_\_ PASSENGER \_\_\_\_\_

TOTAL SPACE SIZE NEEDED \_\_\_\_\_ depth x \_\_\_\_\_ length/front

(The tongue of trailer, all equipment and supplies must fit within this measurement)



# STATIONARY VENDOR APPLICATION

<b>BASE SPACE 12'L x 15'D</b> (Refer to page 7 for correct pricing)		\$ _____
<b>ADDITIONAL SPACE</b> (Refer to page 7 for correct pricing)	Add +	\$ _____
<b>15% DISCOUNT RETURN VENDORS ONLY</b> (Postmarked 11-18-16)	Deduct -	\$ _____
<b>20% DISCOUNT</b> for 2-year commitment paid in full (Postmarked 11-18-16)	Deduct -	\$ _____
<b>ADDITIONAL ELECTRICITY</b> (each space comes with 1- 20amp circuit)		
Additional 20 Amp 110v Quad Box w/ 4 outlets add \$180.00	Add +	\$ _____
30 Amp 220v add \$300.00	Add +	\$ _____
50 Amp 220v add \$700.00	Add +	\$ _____
100 Amp 220v add \$1200.00	Add +	\$ _____
<b>Deposit</b>	Add +	\$ _____
<b>TOTAL AMOUNT DUE:</b> \$ _____		

For Credit Card Payment, please fill out the following

Charge My:    Visa    MC    Amex    Disc

Amount \$ \_\_\_\_\_ (Include a 2% processing fee of total amount due)

Account # \_\_\_\_\_

Exp. Date : \_\_\_\_\_ Security Code: \_\_\_\_\_

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

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

Name of Cardholder \_\_\_\_\_

Signature \_\_\_\_\_

ABSOLUTELY NO REFUNDS!

## STROLLING VENDOR GUIDELINES AND PRICING

1. Strolling Vendors are **ONLY** allowed to operate along the Seawall and along the parade routes outside the Entertainment District. Strolling vendors are not allowed inside of the Entertainment District, with the exception of the 2<sup>nd</sup> Sunday and Fat Tuesday. (Strolling Vendors may not stroll along Strand Street). On Fat Tuesday the designated area is between the west side of 20th Street to the East side of 25th Street, and the north side of Market Street and the south side of Harborside Drive.
2. The Parade route(s) and schedules are available online for you to download at <http://www.mardigrasgalveston.com/> Each vendor must wear the issued permit around his/her neck and it must be visible at all times, or risk the issuance of a citation and confiscation of goods. One permit allowed per person, one permit allowed per cart/unit.
3. STROLLING VENDORS ARE PROHIBITED FROM SELLING ALCOHOL AND SILLY STRING.

<b><u>FIRST WEEKEND</u></b>	<b><u>SECOND WEEKEND</u></b>	<b><u>FAT TUESDAY</u></b>
<b>2/17/17-2/19/17</b>	<b>2/24/17– 2/26/17</b>	<b>2/28/17</b>
<b>FRI:</b> 5:00 pm – 10:00 pm <b>SAT:</b> 10:00 am – midnight <b>SUN:</b> 10:00 am – 5:00 pm	<b>FRI:</b> 5:00 pm – 10:00 pm <b>SAT:</b> 10:00 am – midnight <b>SUN:</b> 10:00 am – 5:00 pm	<b>TUE:</b> 5:00pm – 10:00pm

**PERMIT PICK UP**

Vendor Check In: located at the corner of 24<sup>th</sup> Street & Mechanic St. Permits will not be mailed, no early pick up.

Thursday 2/16/17 5:00pm-7:00pm  
Friday 2/17/17 9:00am-4:00pm  
Saturday 2/18/17 9:00am-4:00pm

Thursday 2/23/17 5:00pm-7:00pm  
Friday 2/24/17 9:00am-4:00pm  
Saturday 2/25/17 9:00am-4:00pm

# STROLLING VENDOR APPLICATION

**Strolling Permit Fee: (1 permit per person, 1 permit per cart)**  
\$220.00 One weekend \$357.50 Both weekends \$55.00 Fat Tuesday  
15% discount if paid in full by 11/18/16

BUSINESS NAME: \_\_\_\_\_

APPLICANTS FULL NAME: \_\_\_\_\_ ONSITE CONTACT NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

VALID EMAIL: \_\_\_\_\_ VALID PHONE: \_\_\_\_\_

NUMBER OF PERMITS: 1st weekend: \_\_\_\_\_ 2nd weekend: \_\_\_\_\_  
Both weekends: \_\_\_\_\_ Fat Tuesday \_\_\_\_\_

MERCHANDISE TO BE SOLD:  
\_\_\_\_\_  
\_\_\_\_\_

TEXAS SALES TAX NUMBER: \_\_\_\_\_

TOTAL DISCOUNT (15% PAID IN FULL BY 11/18/16) \$ \_\_\_\_\_

TOTAL AMOUNT DUE: \$ \_\_\_\_\_

For Credit Card Payment, please fill out the following

Charge My:	Visa	MC	Amex	Disc
Amount \$	_____ (Include a 2% processing fee of total amount due)			
Account #	_____			
Exp. Date :	_____	Security Code:	_____	
Billing Address:	_____			
Billing City:	_____	State:	_____	Zip: _____
Name of Cardholder	_____			
Signature	_____			

**ABSOLUTELY NO REFUNDS!**

# HOLD HARMLESS AGREEMENT

I hereby personally agree to adhere to all rules, regulations and laws. I acknowledge and agree that any and all persons working with me do hereby indemnify and hold harmless the staff and owners of Yaga's Entertainment, Inc., Standard Parking Plus, GPM, Inc., MBP Corp., The City of Galveston, its Council Members and staff, their officers, agents and their employees from any personal injury, costs, and expenses, occurring to anyone in, or about the area of said concession and the areas where vending and commercial sales take place.

I understand and agree that the concessionaire is acting as an independent contractor not under the continuing supervision and control of Yaga's Entertainment, Inc. and agrees that Yaga's Entertainment, Inc. and the City shall not, under any circumstances, be liable under or by any reason of this Agreement, directly or indirectly, for any accident, injury, breakage or damage to property or persons whatsoever growing out of any activities relating to the Mardi Gras! Galveston activities. Concessionaire agrees to abide by all Federal, State, County, and Municipal laws, ordinances, regulations, guidelines and rules. Concessionaire agrees to be responsible for all employees, agents, and contractors of concessionaire.

Any concessionaire or employee, agent or contractor of concessionaire who violates any such law, ordinance, regulation, guideline or rule in connection with the operation of the concession, shall forfeit the concession and be disqualified from participating in the Mardi Gras activities in the future or any other event where Yaga's Entertainment, Inc. and the City of Galveston is participating. In this event, Concessionaire shall cease all business activities and vacate the premises immediately forfeiting all fees.

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

VENDOR SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

\_\_\_\_\_  
Yaga's Entertainment, Inc. Representative

\_\_\_\_\_  
Date Received

NOTE: Yaga's Entertainment, Inc. and The City of Galveston make no certification that the concession Spaces meet any code requirements.