

# WOLF PEN CREEK VENDING POLICY

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## FEES

- **Beginning each calendar year, an annual vendor permit including a non-refundable fee of \$50 per vendor plus an additional annual \$55 fee if a vendor sells alcohol, is required for any vending operation at the Wolf Pen Creek.** This fee, along with the attached **Vendor Application Form**, must be submitted to the Special Events Supervisor to consider issuance of a Vendor's Permit.

Should any information on the application or permit change during the year for which the permit is issued, the permittee is required to provide the changed information as soon as possible and no later than 10 days before vending again by providing a revised application to the City. No additional fees shall be charged for updating information.

Vending permits may not be transferred without City written consent.

- **In addition to the annual fee per vendor set forth above, 10% of gross sales for food, drink and other goods, and 20% of gross sales for alcohol will be collected by the City of College Station.** This percentage has been set by City Council and is not negotiable. The amount totaling the indicated percentage of gross sales is due one hour after the conclusion of the event unless prior arrangements have been made with the Special Events Supervisor. The Vendor must present a **"Z tape"** to show total gross sales.

## SAFETY

- **All applicable local, state, and federal laws must be followed.** All required permits must be displayed in a visible location at each booth.
- **All booths must be set up in a safe and secure manner.** Helium tanks must be secured to a load bearing object. Cookers and grills must be roped off in a manner to ensure the safety of patrons and event staff. Fire suppression devices must be kept in a readily accessible location at each booth when required.

## VENDOR NEEDS

- All **electrical and water** requests must be specified on the attached Vendor Information Form and approved by the Special Events Supervisor in advance.
- **Vendors are required to bring all supplies needed for operation.** This includes power cords, safety fencing, water hoses, tables, tents, etc.

## VENDOR REQUIREMENTS

- **All items for sale must be listed on the attached Vendor Information Form** and approved by the Special Events Supervisor in advance.
- **All vendor booths must be completely set up and stocked by the time indicated by the Special Events Supervisor.** Any devices that may cause harm to the grass, irrigation system, facility structure, or any City property are prohibited.
- **Signage at each booth must look professional.** Each vendor must have a sign identifying the business name at each booth.
- **Generally, all tents bigger than 400 square feet must abide by the City of College Station's current tent ordinance and have a proper permit.** Stakes cannot be driven into the grass without specific permission from the Special Events Supervisor.
- **No vehicles are permitted to park inside the facility.** Vehicles are prohibited from driving on Amphitheater grass.

- **Wolf Pen Creek grounds are to be left in the same condition in which they were found prior to vendor use.** Each vendor is required to keep immediate areas around each booth clean. All waste produced as a result of vendor operations must be immediately transported to the dumpster by the vendor. Grease, leftover food items, and sauce must be taken off-site by the vendor for disposal.



ALCOHOLIC PRODUCT: \_\_\_\_\_ TYPE OF CONTAINER: \_\_\_\_\_

SALES PRICE: \_\_\_\_\_

ALCOHOLIC PRODUCT: \_\_\_\_\_ TYPE OF CONTAINER: \_\_\_\_\_

SALES PRICE: \_\_\_\_\_

ALCOHOLIC PRODUCT: \_\_\_\_\_ TYPE OF CONTAINER: \_\_\_\_\_

SALES PRICE: \_\_\_\_\_

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SALES PRICE: \_\_\_\_\_

ALCOHOLIC PRODUCT: \_\_\_\_\_ TYPE OF CONTAINER: \_\_\_\_\_

SALES PRICE: \_\_\_\_\_

DO YOU WISH TO SET UP A TENT? Yes \_\_\_\_\_ No \_\_\_\_\_ *If yes, what size?* \_\_\_\_\_

DOES YOUR BOOTH NEED ELECTRICITY? Yes \_\_\_\_\_ No \_\_\_\_\_

HOW MUCH POWER DOES YOUR BOOTH NEED (amps)? \_\_\_\_\_

DOES YOUR BOOTH NEED WATER? Yes \_\_\_\_\_ No \_\_\_\_\_

ADDITIONAL REQUESTS: \_\_\_\_\_

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

<b>FOR OFFICE USE ONLY</b>
Received on: _____
Received by: _____
___ Approved ___ Denied
___ Conditional Approval
_____
Gross Revenue: _____
10%: _____
Paid on: _____
Received by: _____
Deposited on: _____

# WOLF PEN CREEK VENDOR AGREEMENT

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**THIS AGREEMENT** for Wolf Pen Creek Park, the “Facility,” located at 1015 Colgate Drive, College Station, Texas, 77840, is hereby made and entered into by and between the **CITY OF COLLEGE STATION**, a Texas Home-Rule Municipal Corporation, hereinafter referred to as “**City**” and \_\_\_\_\_ hereinafter referred to as “**Vendor.**”

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**NOW THEREFORE**, for and in consideration of the following promises and conditions, the City hereby gives Vendor the right to use and occupy the Facility for the purpose of selling goods. Vendor is to use the Facility for only the purpose expressed in this agreement and for no other purpose without the prior written consent of the City.

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- 1. REGISTRATION:** No verbal agreements for the use of the Facility will be valid. All registrations must be confirmed in writing. Payment of all appropriate fees other than commissions shall be made prior to the event according to the schedule within this agreement.
- 2. ABUSE OF FACILITY POLICIES:** The Special Events Supervisor or his/her designee reserves the right to eject any vendor for breach of this Agreement, for violating applicable laws or for otherwise posing an unreasonable risk to the health safety and welfare of the general public. Any vending where there is violation of the terms of this Agreement, or applicable laws or where vendor’s actions or omissions pose an unreasonable risk to the health safety and welfare of the general public may form the basis for the City to determine that the criteria for vending at a subsequent event is not met in accordance with applicable rules and regulations, and denial or revocation of the vending permit may occur.
- 3. WEATHER:** The Special Events Supervisor or his/her designee has the right to terminate an event if the ongoing weather situation could pose a hazard to the guests, performers, staff, or the Facility. **Notice – Wolf Pen Creek Park and facilities located therein are built in a flood plain and are subject to flooding. If flooding occurs, the Lessee is responsible for ensuring the safety of its guests, performers and equipment.**
- 4. VENDOR’S PROPERTY:** The **City** shall assume no responsibility or liability for any property placed on or in the Facility, its facilities or grounds. Further, the **City** is released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of the Facility.
- 5. LAWS, ORDINANCES AND POLICIES:** Vendor agrees to comply with all laws of the United States, State of Texas, ordinances of the City of College Station, including Police and Fire Department requirements, all rules and regulations as may be adopted from time to time by the City Council of the City of College Station governing the use of the Facility, and all applicable policies including the Wolf Pen Creek Vending Policies. Vendor must obtain a valid mixed beverage permit or beer and wine license to sell alcohol at Wolf Pen Creek Park from the Texas Alcoholic Beverage Commission (TABC). All TABC permits, health permits, and Vendor permits must be displayed at each point of sale. Failure to have and display all necessary permits, as required by law, shall be deemed an immediate breach of contract and vendor shall immediately cease and desist all vending activities at the Facility.
- 6. ANTI-DISCRIMINATION:** Discrimination by the Vendor, its officers, agents, volunteers, or employees on account of age, race, color, religion, sex, physical disability or national origin in admission to the premises is prohibited.
- 7. FACILITY PROPERTY:** No decorative or other materials shall be nailed, tacked, screwed, glued or otherwise physically attached to any part of the Facility without prior authorization from the Special Events Supervisor. Any Vendor using the Facility agrees to leave the premises in as good condition as it was prior to the usage. **Vendor agrees to assume all responsibility for any damages to the Facility premises including all structures and grounds as a result of Vendor’s use. Should the Vendor not comply, the Vendor will be invoiced by the City for any property damage, replacement, and repairs.**

**8. FACILITIES:** Vendor may use the areas approved by the Special Events Supervisor. The Special Events Supervisor will meet with vendor prior to the event to orient the vendor as to available electrical and water outlets, appropriate vehicle parking, and storage areas. No alterations are to be made to Wolf Pen Creek resources. Vendor must supply signage, tables, coolers, cash registers, security fencing, and personnel as appropriate to maintain a professional vending operation. All authorized personnel associated with vendor must be in easily recognizable uniforms.

**9. INDEMNIFICATION. IT IS AGREED THAT USER INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL ACTIONS, CLAIMS, COSTS, DAMAGES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY’S FEES AND COURT COSTS, ARISING OUT OF PERMITTEE’S USE OF THE FACILITY. FURTHERMORE, SUCH INDEMNIFICATION SHALL APPLY WITH RESPECT TO ALL ACTS OR OMISSIONS OF THE USER AND USER’S PARTICIPANTS, STUDENTS, SPECTATORS, INVITEES, LICENSEES, RELATIVES, FRIENDS AND THEIR RESPECTIVE INVITEES OR LICENSEES ASSOCIATED THEREWITH. THE USER SHALL BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY WHATSOEVER BY REASON OF THE NEGLIGENCE OF THE PERSON TO WHOM SUCH PERMIT IS ISSUED AND HIS OR ITS AGENTS, OFFICERS OR EMPLOYEES. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE USER OR ANY THIRD PARTY.**

**10. RELEASE. THE VENDOR HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE VENDOR’S USE OF THE FACILITY. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE VENDOR, OR ANY THIRD PARTY.**

Vendor shall be responsible for all damages to the Facility and for the cost of any unreasonable wear and tear of the Facility or services, emergency or public safety services including police and fire, provided to, at or dispatched to the Facility as a result of Vendor’s misuse, improper or unlawful use of the Facility.

**11.** I agree to abide by all the terms and conditions set forth in the Wolf Pen Creek Vending Policy as may be attached hereto. Specifically, I acknowledge that I must pay a **\$50 non-refundable fee and an additional \$55 non-refundable fee for alcohol permits** for any vending operations at the Wolf Pen Creek, **in addition to a percentage of gross sales as set forth in the Wolf Pen Creek Vending Policy.** In the event I am asked to leave the Facility as may occur in accordance with this Agreement, I understand I will still be required to pay to the City the agreed upon percent of any gross sales made prior to my departure.

**12.** The laws of the State of Texas govern this Agreement and venue shall be in Brazos County, Texas. Waiver of one provision or on one occasion with respect to this Agreement does not constitute waiver of other provisions or on other occasions. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. This Agreement may be amended only in writing by the parties hereto. This Agreement may not be assigned by a party without the written approval of the other. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

**ACCEPTED AND AGREED:**

**VENDOR**

**For:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVED BY THE CITY OF COLLEGE STATION:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_