

Houston Children's Festival
April 10 - 11, 2010
Vendor Opportunities and Information AT A GLANCE
Be a part of the largest festival for children in the Southwest!

Festival dates: Saturday, April 10 and Sunday, April 11, 2010

Festival times: 10:30 am-6:30 pm

Location: 15 square blocks of Downtown Houston, estimated attendance: 50,000+ people

Final deadline for applications: April 1, 2010

Opportunities: There are (20) 10x 10' booth spaces available. Booth spaces are space only. Vendor provides tent and furnishings.

Booth fee : \$550.00 booth space fee before March 12, 2010. After March 12 booth fee is \$600.00. Additional fees for City Hall (\$50) location, corners (\$50) and electricity (\$75).

Applications (available on-line) must include:

- * Cashiers Check or Money Order ONLY **payable to Houston Children's Festival**
- * Completed Contract
- * Proof of insurance naming additional insured, if available
- * Compensation release form (Exhibit B—sign on the "x's")
- * Copy of Sales Tax certificate, Photos representative of all items to be sold

An **Information Packet** with set-up instructions, maps, wristbands and parking passes will be mailed after March 27, 2010.

Contact Information:

Beth Craig
Markets Director, Houston Children's Festival
13103 Kimberley
Houston, TX 77079
BethCraig4@comcast.net
713-553-6900

Visit our website HoustonChildrensFestival.com. Click on "Vendor Opportunities", then click on "Market Vendors." All festival proceeds benefit the abused and neglected children served by Child Advocated, Inc.

**LETTER OF AGREEMENT
BETWEEN
SPECTRUM
AND**

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, between **FACILITY CONCESSION SERVICES INC., dba SPECTRUM ("SPECTRUM")**, an agent of Child Advocates, Inc., and _____, Independent Contractor/Vendor ("**VENDOR**"), to provide and execute services from ____ day of _____ to ____ day of _____, 2010, for the event known as **THE HOUSTON CHILDREN'S FESTIVAL ("EVENT")**.

WHEREAS, VENDOR'S principal place of business is located at _____

WHEREAS, SPECTRUM's principal place of business is located at 27433 Robinson Road, Conroe, TX 77385;

WHEREAS, VENDOR declares that it is in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this agreement.

WHEREAS, VENDOR declares that it is engaged in the same or similar activities for other clients and that **SPECTRUM** is not **VENDOR'S** sole and only client or customer;

THEREFORE, in consideration of the foregoing representations and the following terms and conditions, the parties agree:

1. Agree to provide contact information:

CONTACT INFORMATION

Company Name _____

Contact Name _____

Daytime Phone _____ Cell _____

Fax _____ Email _____

Mailing Address _____

City _____ State _____ Zip Code _____

Alternate Contact _____ Email _____

2. Agree booth is contracted for **2010** during all hours of operation for the Houston Children's Festival.

The 2010 BOOTH FEE:

_____ \$550.00 Vendor/Facepainter Booth Fee (space only)
_____ \$ 50.00 Optional Corner Fee/City Hall Fee
_____ \$ 75.00 Optional Electrical Fee
_____ \$ **50.00 Late Fee (if not postmarked by March 12, 2010)**
_____ \$ Total Amount Due

3. **The 2010 BOOTH SPACE** will consist of:
 - 10' X 10' sq ft of operational space (Vendor/purchaser to provide tent and furnishings)
 - Roving on site security through the event, set-up and take-down
 - Six (6) admission credentials
 - Opportunity to sell signature items
 - Opportunity to promote your company on-site with coupons, promotional materials and name-identified uniformed employees
 - No applications accepted after Thursday, April 1, 2010.
 - On site set up begins Friday, April 10, 2010 at 7:30 pm/street closure complete
4. Agree independent vendor will be responsible for providing all operational equipment such as tents, tables and chairs.
5. Agree that the booth location is determined by **SPECTRUM** (taking the optional corner and City Hall fee into consideration) and is non-transferable. (Booth location packets and festival instructions will be mailed after March 27, 2010)
6. Agree to arrange all electrical needs through **The Houston Children's Festival** and their designated power supplier in advance, and agree to full payment of all electrical costs with the application and initial payment.
7. Agree to sell only those items approved by **SPECTRUM** and in a manner that meets city health and fire regulations. Agree to send photos representative of all items to be sold with the Application/Contract. Items to be sold include:

First Item _____	Second Item _____
Third Item _____	Fourth Item _____
8. Agree that in the event **Vendor** cannot participate in **The Houston Children's Festival** the booth fee is **NON-REFUNDABLE AND NON-TRANSFERABLE.**
9. Agree to the following regulations defining booth decorations:
 - a. All decorations must be tasteful and reflect theme of individual vendor.
 - b. All decorations must be flame retardant and meet fire code regulations.
 - c. Decorations must be within boundaries of allotted booth space.
10. Agree to sell only material souvenirs and not food items. Certain promotional items may be given away. However, all giveaway items must have prior approval of **SPECTRUM**.
11. Agree to behave in a professional manner or be dismissed from the festival grounds without a refund. Any vendor suspected of alcohol or drug usage during the festival, set up or take down, will be dismissed from the festival without a refund.
12. Agree not to damage property of the CITY OF HOUSTON or property of **SPECTRUM** in any way, (nails, staples, paint, etc.) and agree to pay any damages therein.
13. Agree to operate booth space throughout all hours of the **EVENT** and agree to remain in booth until official closing times.
14. Agree that the following items must be postmarked by April 1, 2010:
 - a. Application/contract
 - b. Certificate of Insurance (naming **SPECTRUM, Inc.** Child Advocates, Inc. and City of Houston as additional insured). (Sample in Exhibit A) if available
 - c. Proof of Texas Worker's compensation or Texas Worker's Compensation release form (Exhibit B).

- d. **Cashier's check or Money Order ONLY for booth fees (Payable to Houston Children's Festival)**
- e. Copy of Sales Tax Certificate and photos representative of all items

15. **INSURANCE: Vendor** shall purchase and maintain insurance as a **support vendor** as set out in Exhibit A. All policies of insurance purchased and maintained by Vendor shall name **SPECTRUM, CHILD ADVOCATES, INC. AND THE CITY OF HOUSTON** as an additional named insured and shall be primary over any policies of insurance obtained, maintained or purchased by **SPECTRUM**. Vendor shall provide **SPECTRUM** with a certificate of insurance prior to commencement of any work confirming that the required insurance policies and coverages have been obtained with 10 days notice to be provided to **SPECTRUM** prior to the cancellation or change of such policies or coverage.

Vendor agrees to complete the Texas Worker's Compensation release form (Exhibit B) if vendor does not carry Texas Worker's Compensation coverage.

16. **GENERAL SUPERVISION: Vendor** is an independent contract and retains the sole right to control and/or direct the manner in which the services described herein are to be performed and the details of all work performed by **Vendor**, its employees and representatives. Subject to the foregoing, **SPECTRUM** retains the right to inspect the progress of the work performed by **Vendor**. **SPECTRUM** has the limited right to stop the work, to prescribe alterations and generally to oversee the work only to insure its conformity with that specified herein. **SPECTRUM's** general oversight is in no way intended to assume control or to direct the details of Vendor's work, which duties remain solely with **Vendor**.

17. **NO PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to **VENDOR**. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax.

18. **INDEMNITY: VENDOR SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD SPECTRUM, CHILD ADVOCATES, INC., THE CITY OF HOUSTON, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, THE EVENT SPONSORS AND THEIR AFFILIATES FREE AND HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEY'S FEES) OF EVERY KIND AND CHARACTER ARISING AGAINST SPECTRUM, INC., CHILD ADVOCATES, INC., THE CITY OF HOUSTON, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, THE EVENT SPONSORS AND THEIR AFFILIATES OR ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO, PERSONNEL FURNISHED BY VENDOR OR ITS VENDORS AND SUBCONTRACTORS OF ANY TIER) ON ACCOUNT OF BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH THE EVENT AND THE WORK PERFORMED OR TO BE PERFORMED IN CONNECTION WITH THE EVENT, WHERE SUCH BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO OR LOSS OF PROPERTY IS CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL ACTS OR CONDUCT AND/OR STRICT LIABILITY OF VENDOR, ITS VENDORS OR SUBCONTRACTORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES, OR ANYONE OR MORE OF THEM IN CONNECTION WITH THE EVENT.**

19. **CANCELLATION OF THE EVENT:** In the event of **cancellation of** the EVENT any fees paid to SPECTRUM will not be refunded.

20. MISCELLANEOUS PROVISIONS:

- A. **Applicable Law.** The Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions within the State of Texas.

- B. Venue. The parties stipulate that this Agreement has been generated out of and negotiated by **SPECTRUM'S** home office located in Montgomery County, Texas. All causes of action, therefore, between the parties shall be conclusively deemed to have arisen entirely in Montgomery County, Texas. Each party waives any right it might otherwise have to commence a suit against the other party in any court other than an appropriate court of Montgomery County, Texas, or the United States District court for the Southern District of Texas.
- C. Attorney's Fees. The prevailing party in any court case shall be entitled to the recovery of reasonable attorney's fees, court costs and related expenses.
- D. Assignment. **VENDOR** may not assign this Agreement or its rights or duties to another party without the written consent of **SPECTRUM**. However, **VENDOR** shall be allowed to retain Sub-Contractors.

AGREED AND ACCEPTED:

VENDOR COMPANY NAME

DATE

VENDOR REPRESENTATIVE NAME

VENDOR REPRESENTATIVE TITLE

VENDOR REPRESENTATIVE SIGNATURE

Tax Reporting No (EIN or SSN#) _____

SPECTRUM
An Agent for Child Advocates, Inc.

DATE

EXHIBIT A

INSURANCE REQUIREMENTS FOR INDEPENDENT VENDOR CONTRACTING WITH SPECTRUM

Independent CONTRACTOR/VENDOR/ (VENDOR) contracting with SPECTRUM must provide the following insurance coverages:

- A. **Worker’s Compensation and Employer’s Liability** – **VENDOR** shall purchase Worker’s Compensation Insurance coverage and shall comply with all requirements of the Worker’s Compensation laws of the state in which vendor is performing any work hereunder. **VENDOR** shall in addition carry Employee’s Liability Insurance covering all operations and work hereunder in any amount not less than \$100,000 per person.
- B. **General Liability and Automobile Insurance** – **VENDOR** agrees to carry at its sole expense, General Liability Insurance, including Broad Form Contractual Liability, Products/Completed Operations, Broad Form Property Damage, and XCU (Explosion, Collapse and Underground) Hazards covering all operations and work hereunder for all liability arising out of injury to or death of one or more persons and injury to or destruction of property in amounts not less than the following: **(VENDOR will be classified by SPECTRUM as a major VENDOR or a support VENDOR).**

TYPE OF INSURANCE	Major VENDOR/Sub MINIMUM LIMITS	Support VENDOR/Sub MINIMUM LIMITS
I. Worker’s Compensation Employer’s Liability	Statutory \$500,000	Statutory \$500,000
II. Commercial General Liability (Including Products/Complete Operations & Fire Legal Liability)	Per Occurrence \$1,000,000	\$1,000,000
III. All-Risk Property Insurance (All Equipment)		
IV. Automobile Liability (All Owned, Non-Owned & Hired)	Combined Single Limit \$1,000,000	\$ 500,000 (optional)
V. Umbrella Liability	\$4,000,000	

Such insurance shall specifically refer to this Agreement or The Event and shall specifically cover the liability assumed by **VENDOR** under the Indemnity of Paragraph 8 of this Agreement.

- C. The insurance required by Section B above shall include **SPECTRUM, CHILD ADVOCATES, INC., and THE CITY OF HOUSTON** as Additional Insureds with respect to all operations and work hereunder and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. The additional insured status shall not be impaired in any manner whatsoever.
- D. **VENDOR** shall furnish to **SPECTRUM** certificates of the insurance required in the above sections, which shall be in a form satisfactory to **SPECTRUM** (see attached Exhibit C). Such certificates shall provide that ten (10) days written notice shall be given to the parties prior to cancellation of or material change in the coverage, as appropriate.
- E. All such insurance required above shall provide insurance for occurrences during the performance of services by **VENDOR** and for a period of 2 years after completion of the Agreement. In the event that any insurance as required herein is available only on a “claims-made” basis, such insurance shall provide for a retroactive date not later than the commencement of work under this Agreement and such insurance shall be maintained by **VENDOR** with a retroactive date not later the Event date. If the purchase of an “optional extension period”,

“optional claims reporting period” or other similarly titled clause is necessary to maintain coverage a required hereunder, such clause shall provide insurance for all occurrences as required herein. Aggregate limits of such insurance shall be reinstate to the full extent permitted by such insurance policy and shall provide insurance for all claims made after completion of the work under this Agreement by **VENDOR**. The limits of liability of such insurance as required herein shall remain unimpaired to the full extent permitted by such insurance policy and **VENDOR** shall execute all procedures necessary to remove any such impairment.

Failure of **VENDOR** to provide insurance as herein required or failure of **SPECTRUM** to require evidence of insurance or to notify **VENDOR** of any breach by **VENDOR** of the requirements of this paragraph shall not be deemed to be a waiver by **SPECTRUM** of any of the terms and conditions of this Agreement, nor shall they be deemed to be a waiver of the obligations of **VENDOR** to defend, indemnify, and hold harmless all respective parties as required herein.

All insurance as required herein shall be issued by an insurer licensed to do business in the state of Texas having a Best’s Rating of not less than “A” and a net surplus of not less than \$25,000,000. The obligation of **VENDOR** to provide for the continuation of such insurance shall survive completion of performance by **VENDOR** under this Agreement.

- F. The above insurance requirements are minimum requirements and shall not limit **VENDOR** liability to all respective parties in any manner.

EXHIBIT B

TEXAS WORKERS' COMPENSATION COMMISSION
Southfield Building, 4000 South IH-35
Austin, Texas 78704

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney. Texas Workers' Compensation Act, Texas Labor Code, Section 406.121(2) defines "independent contractor" as follows: (1) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who ordinarily: (A) acts as the employer of any employee of the contractor by paying wages, directing activities, and performing other similar functions characteristic of an employer-employee relationship; (B) is free to determine the manner in which the work or service is performed, including the hours of labor or of method of payment to any employee; (C) is required to furnish or have his employees, if any, furnish necessary tools, supplies, or materials to perform the work or service; and (D) possesses the skills required for the specific work or service.

AGREEMENT BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR
TO ESTABLISH INDEPENDENT RELATIONSHIP

Notice of Agreement

The undersigned General Contractor and the undersigned Subcontractor hereby declare that:

- (A) the Subcontractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.121;
- (B) the Subcontractor is operating as an independent contractor as that term is defined under Section 406.121 of the Act;
- (C) the Subcontractor assumes the responsibilities of an employer for the performance of work; and
- (D) the Subcontractor and the Subcontractor's employees are not employees of the General Contractor for purposes of the Act.

TERM (DATES) OF AGREEMENT:

FROM: _____ X
TO: _____ X

SPECTRUM

Name of General Contractor

Name of Subcontractor X

LOCATION OF EACH AFFECTED JOB SITE (OR STATE
WHETHER THIS IS A BLANKET AGREEMENT): _____
_____ TEXAS

Estimated number of employees effected: _____ X

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER
THAN THE DATE IT IS SIGNED. *

General Contractor's Affirmation

If the General Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the General Contractor to file this form with the new insurance carrier.

76-0314914
Federal Tax I. D. Number

Signature of General Contractor

Date

SPECTRUM

Printed Name of General Contractor

27433 Robinson
Conroe, TX 77385
Address (City, State, Zip)

Subcontractor's Affirmation

Federal Tax I. D. Number X

Signature of Subcontractor

Date

Address (Street) X

Printed Name of Subcontractor

Address (City, State, Zip) X

Three copies of this form must be completed: This agreement must be filed by the General Contractor with the workers' compensation insurance carrier of the General Contractor within 10 days of the date of execution. The original must be filed with the insurance carrier by PERSONAL DELIVERY OR REGISTERED OR CERTIFIED MAIL. Both the General Contractor and the Subcontractor must also retain a copy of the agreement.