



2019 SPRING FLING

The Gainesville Parks and Recreation Department is hosting the 20th Annual "Spring Fling" to be held on Saturday, May 4, 2019, from 10:00 a.m. to 5:00 p.m. in beautiful Leonard Park. In years past, Spring Fling has had 4,000 visitors at the park and zoo.

Featured activities may include:

Arts & Crafts Vendor Booths	Family Friendly Contests
Live Entertainment	Car Show
Bounce Houses	Family Zoo Walk
Frank E. Schmitz Miniature Train	Pony Rides
Great Festival Foods	Horseshoe Tournament

This is your invitation to participate as a vendor. Spring Fling is an opportunity for organizations to inform the public about their services, events and projects. It is a great place for artisans to show off their crafts and wares. Booth spaces are approximately 12' x 12' in size. Food Vendor Booths are \$100.00. Arts and Crafts/Information booths are \$75.00. Non-profit organizations are \$75.00/\$50.00. If your booth needs electricity, there will be a \$15 fee, and spots with electricity are limited. Your booths/presentation/displays should be self-sufficient. Organizations and vendors will be assigned spaces along the sidewalks connecting the pavilions and the playground and near the entrance to the Frank Buck Zoo.

Set-up is May 4th from **7:00 a.m. to 9:00 a.m.** If your organization needs to set up prior to this time, please notify the Parks Department in advance in order to insure you are setting up in the right location. Curb areas on the east side of the pavilion will be for food vendors with trailers or concession carts. Vendor vehicles will not be allowed to drive onto the sidewalk area or on the grass (some exceptions). Vendors will need to load and unload outside the curb or on the road. Vendors must supply their own chairs, tents or awnings.

Please complete the enclosed registration form and return no later than **Friday, April 12th** to insure your space. We encourage you to register early, as booth spaces fill up quickly. If you have any questions please contact Patrick McCage or Taylor Wallace at 940-668-4530 or email Taylor @ twallace@cogtx.org. Upon completed registration, your organization will receive confirmation and an assignment of space on or before May 1st. No spaces will be guaranteed after this date. No vendors will be allowed to set up without confirmation. Due to the amount of advertising, the Parks and Recreation Department does in preparation for this event, the Spring Fling will continue rain or shine. No refunds after April 1st. You attend at your own risk. Gainesville Parks and Recreation Department and the City of Gainesville make no claims or guarantees as to number in attendance. This is a litter free event, so please use the refuse containers and help keep Leonard Park clean!

No two vendors may sell the same major items. Should there be duplicate items from more than one vendor indicated on the registration forms, decisions on which vendor will be allowed to sell the product will be made based on order or receipt of the forms. There are some exceptions to this rule, homemade jewelry, etc. We will try and spread out vendors who have similar items.

SPRING FLING REGISTRATION FORM

May 4, 2018, 10:00 a.m. to 5:00 p.m. ♦ Leonard Park, 1000 W. California Street, Gainesville, TX 76240
 Phone 940-668-4530 Cell (day of event) 940-736-1603

MUST BE RETURNED by APRIL 12, 2019. Early Registration is recommended.

Hand Deliver to 311 South Weaver or mail to Parks and Recreation Department, 200 S. Rusk, Gainesville, Texas 76240

Vendor Name/Organization:		Contact Person:	Phone:
Contact E-mail:		Address:	Fax:
Contact Person(s) in Charge the Day of the Event & Cell # :			City:
			State
			Zip

Booth Type	Size	Electric	Prices per Booth
Food Vendor	12'X12'		\$100.00/\$175.00 2 Booths
Arts& Crafts/Information	12'X12'		\$75.00/\$125.00 2 Booths
Food Vendor/Non Profit	12'X12'		\$75.00/\$125.00 2 Booths
Arts & Crafts/Non Profit	12'X12'		\$50.00/\$75.00 2 Booths
Electric		(1) 110V outlet 20 amp	\$15.00
Food Electric		(1) 220 volt 30 amp	\$15.00

Non Profits must provide 501 (C)3 Certificate Call to verify your item to sell is not already taken.	Total Payment Enclosed Please call for credit card payments
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Note: Insurance may be requested of vendors at organizers discretion

ELECTRICITY NOTE: We provide limited booths with 110 volt, standard household outlets, 20 amps. We offer standard 110 volt and 2 (220) volts 30 amp for food booths. Tampering with the electrical devices will result in IMMEDIATE dismissal from The Spring Fling with NO REFUND. Contact The Gainesville Parks & Recreation office @ 940-668-4530 with any electrical questions or electrical requirements. We will not issue refunds for misunderstandings regarding electricity.



220 Plug

I will be: (Please check the ones that apply to your booth)

Selling items. giving away items. be soliciting funds from the public

Specifically list ALL items you will be selling/giving away or soliciting to the public.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Reminder: You will need to get approval of ALL items to be sold. We DO NOT allow duplications of food items.

For Office Information Only/Do not write in space below.

Date received: _____ **Paid?** _____

Space assigned: _____ **Electricity Needed?** _____

Confirmation Sent: yes/no _____

Notes:

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the "Release") is executed on this ____ day of _____, 2019, by _____ (the "Participant") in favor of the City of Gainesville, a home rule municipality of the state of Texas, its officers, employees and agents (collectively, "the City"). The Participant desires to participate in the Spring Fling to be held on the date written above. The Participant does hereby freely, voluntarily and without duress executes this Release under the following terms:

1. **Waiver and Release.** Participant does hereby release and forever discharge and hold harmless the City and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereinafter arise from Participant's participation in the Spring Fling. Participant understands and acknowledges that this Release discharges the City from any liability or claim that the Participant may have against the City with respect to any bodily injury, personal injury, illness, death or property damage that may result from Participant's participation in the Spring Fling, whether caused by the negligence of the City or its officers, directors, employees, or agents or otherwise Participant also understands that, except as otherwise agreed to by the City in writing, the City does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury or illness.

2. **Medical Treatment.** Except as otherwise agreed to by the City in writing, Participant does hereby release and forever discharge the City from any claim whatsoever that arises or may hereinafter arise on account of any first aid, treatment or service rendered in connection with the Participant's participation in the Spring Fling.

3. **Assumption of the Risk.** The Participant understands that the participation in the Spring Fling may include activities that may be hazardous to the Participant or may, in some situations, involve inherently dangerous activities. Participant hereby expressly and specifically assumes the risk of injury or harm in these activities and releases the City from all liability for injury, illness, and death or property damage resulting from Participant's participation in the Spring Fling.

4. **Insurance.** The Participant understands that, except as otherwise agreed to by the City in writing; the City does not carry or maintain health, medical or disability insurance coverage for any Participant.

5. **Photographic Release.** Participant does hereby grant and convey unto The City consent to be included in and all right, title, and interest in any and all photographic images, video or audio recordings made by The City during the Participant's participation in the Spring Fling, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. **Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

7. As a vendor I understand that I have a unique opportunity to promote my organization or product to a family audience. All materials shall be G-rated and family friendly. I understand the City staff has the right to prohibit the sale or use of any product it deems detrimental and or hazardous to event attendees or organizers.

8. As a vendor I understand that I am prohibited from bringing, selling or handing out any firecrackers, snappers, poppers, or any other noisemakers that could startle zoo animals. I also understand that straws, balloons and small toys that may be released and propelled through the air are prohibited for the safety of the zoo animal collection. Thank you for your cooperation.

9. As a food vendor I understand the requirements for a health permit. State of Texas law applies to Temporary Food Vendors. A current copy of the valid state permit (current for May 4, 2019) must be in hand. You may find these forms at: www.dshs.state.tx.us. Search for "Temporary Food Establishment Permit Application".

Signature: _____ Date: _____

IN CASE OF EMERGENCY, PLEASE CONTACT:

Name: _____ Address: _____ City: _____
State: _____ Zip: _____ Phone: (H) _____ (W) _____