

Vendor Contract and Agreement



Koutour Event Vendor/VIP contract

Event Venue

8 N. Main St.

Kingwood, TX. 77339

Objective

The event's Koutour host are dedicated to gathering Houston's growing small business community and connecting locally conscious consumers with sellers from around the city.

What We Provide

1. Space for you to conduct business.
2. Entertainment, food and beverage for your customers via other vendors such as food vendors.
3. Publicizing of the event consistently until event day on many different platforms starting 3 weeks before the day of the event.

Why Vend With Us?

1. We are a community conscious and we focus on building up our communities from within by supporting our small businesses and local charities.
2. We do strategic targeted marketing for all of our event's.
3. We make the logistics of event day very simple for our vendors by guiding them to their space, answering any and all questions.

Vendor Set up rules

1. Set up time 8:00 am to 11:30 am(may vary depending on venue)
2. All paid vendor's will receive a map of the center for directions and upon arrival will be directed by a staff member on where to set up and park.
3. You cannot block the flow of traffic! You will unload near your space and will be directed to go park before you set up.
4. No leaving your belongings out in the way of others.
5. No bad language
6. YOU MUST STAY IN YOUR AREA
7. Stay inside the event space with your products and you cannot leave early.
8. Koutour is not responsible for any lost or stolen items.

Rules of Engagement

Vendor's leaving early.

In the vendor agreement and Event Logistics that are both on our website it states that vendor's are not to leave early. If you need to leave early for any reason you cannot pack up your booth during the event selling times. You can cover your booth table and it's goods with a cloth to signify that you are currently not selling. If you pack up during the selling times you cannot vend with Koutour Event from that point on. You forfeit any events you prepaid for as well.

1. It is not fair and it is very disrespectful to all the other vendor's that paid the same price and stayed until 6:00 pm.
2. It also tells the community (your customers) that you were not willing to stick around and wait for them.
3. It also gives Koutour Event a bad reputation that our vendors never stay until the event is over.

Vendors who do not show!

If you book markets and do not show up after 3 times regardless the reason you will forfeit your prepaid market's and will not be refunded.

Wine, beer and liquor vendor's

You are not allowed to sample any alcoholic beverages without proper licensing and permits. You know the law.

Rules of Engagement

1. You have to have a sales tax permit if you are charging tax. It has to be in sight because it is the law.

2. You have to have a food vendor license NOT a food handlers because they are not the same. It has to be in sight because it is the law.

3. You have to have a license and permits to sample and serve alcoholic beverages. It has to be in sight because it is the law.

If you leave early after that then you will be banned from participating in Koutour Event event's. This goes for prepaid event's, Vendor deals and VIP.

You need to put in a 1 weeks notice to let me know you cannot make it so I can get your space filled. If you do not or find you cannot make it closer to the date you cannot roll over your event.

ALL POTENTIAL VENDORS WILL HAVE ACCESS TO THE CONTRACT TO VIEW AND ONCE YOU HAVE PAID YOU HAVE AGREED WITH THE TERMS AND CONDITIONS.

The Contract

This contract is made effective once vendor/business owner pays the vendor fee or any service Koutour Event has set forth. This contract serves as an agreement of distribution of services and compensation in the planning of all events hosted by Koutour Event.

Scope of Services

Koutour is responsible for the planning and coordination of the all events unless otherwise specified. This shall include making appropriate reservations, creating a format for all marketing materials, reserving necessary space for the event, and handling on-site logistics.

Advertising: All vendors are responsible for their individual advertising for each market they have rented space for. Vendors should share Koutour Event market flyers, online and in person markets, invite friends to online and in person markets, and other activities they are attending. Vendors should not mislead the public by advertising inaccurate information that deviates from advertising made by Koutour Event.

Market day size, attendance, sales or expectations: Koutour Event does not guarantee or is responsible for vendor sales, customer traffic, or vendor rentals and attendance amounts, regardless if the market is small or big, or not in accordance with customer or vendor expectations.

Advertising by Koutour Event: Koutour Event advertises all markets in social places online and off to attract and keep our supportive customers. We only support a promote positive, family friendly community atmosphere and generate additional foot traffic for marketplaces. Our marketing of all markets and activities that Koutour Event hosts are included in the vendor booth's fee.

Photography and Video : Koutour Event may photograph and video the entire market which includes, vendors, venue, guest, customers and products of vendors through out the entire market. Vendors are allowed to use photographs of themselves only that where taken by Koutour Event for their own marketing and advertising purposes.

Participating Age of Vendors: All applicants have to be 18 years old to be approved to participate as a seller in any Koutour Event Market. All under age persons have to be accompanied by an adult 18 years or older at all times during a market.

Garage Sellers: Garage sellers is a person who sale pre-owned or gently used items not sold as a business such as garage sale and yard sales. If you are a garage seller please select or say so that you can receive special pricing. All garage sellers are to adhere to the same rules and regulations in this vendor agreement and contract.

Vendor Permits, License and Labeling: We are not responsible for any permits or license that vendors may need to participate in Koutour Event Markets. We are not at liberty to tell you which ones you need should obtain or how to label your products but would advise you to seek legal advice. If you are asked by a city health inspector or Koutour Event to show proper documentation and do not have it you will be asked to leave the market regardless if it is over or not. A refund will not be given. This applies to TEXAS COTTAGE FOOD LAW, CANNING, HONEY & FARM VENDORS

Trash left by vendors: All vendors are responsible for keeping their area clean and free of trash (boxes, cups, food wrappings, etc.). Koutour Event will walk each booth and take note of those who do not keep their area clean. All vendors have to take their trash/ waste with them. If you fail to do so you will be invoiced a cleaning fee of \$50 due upon receipt. Failure to pay the clean up fee will result in the vendor losing any future markets they have paid for without refund. Koutour

Event is not responsible for lost, stolen or damaged items that are left behind by vendors after the market ends.

Vendor Parking: Vendors are required to park, unload and load from the designated vendor parking areas as directed on the website and/or at check-in. Vendors are not allowed to parking in(on grass) or near(on the curve next to venue)the market area. If you do not follow these instructions/rules you will lose your vendor space at market without refund.

Koutour Event Virtual Market Policy: The virtual/online market sign up and rules and regulations works just the same as a in person market in all ways.

Weather

Koutour will make an effort to select an alternate venue or date for outdoor events where weather is a concern if possible. In the event of severe weather that may disrupt the event or prevent it from being held, Koutour can propose an alternate date or make the market online/virtual. Koutour Event will make the best effort to accommodate that change as per the clause above. If we cannot reschedule you will be able to credit your money to another event or service.

Date Changes and Cancellations

Should the date of the event change, Koutour will make the best effort possible to accommodate with a new date or a virtual market. The vendor understands that last-minute changes can affect the quality of the final event and that these changes are not necessarily the fault of Koutour. Koutour will do everything in it's power to make sure there are no cancellations. If there are any cancellations Koutour Event has the right to decide if a vendor can credit their money towards another event or service or they if they will receive a refund.

Refund Policy

You are allowed to credit money towards future events or a service only one time and if spaces permit. You can only credit if all guidelines are met and it was the fault of Koutour Event. There are no cash, debit or credit refunds. If you are in a direct sales company or MLM company and do not put that as your business name you can only credit when space is available. There will not be any refunds given if you cannot participate! Please follow directions! This keeps double bookings from happening.

Public Defaming

You are not allowed to slander Koutour Event, SJPEvent, Owners/ Operators/Employees on any social platform, blogs, website or in any publications. You can leave a **truthful** review of your experience on the Koutour Event Facebook page. If you fail to follow these rules we will file a claim for defamation of character. If you fail to follow these rules

you will forfeit whatever you paid towards events and services, meaning you will not be able to vend anymore and you will not be given a credit.

By paying your market's or services you, vendor or small business owner has indicated that you have read, understand, and agree to all terms and conditions presented above.

Vendor/Business owner once you have paid your invoice or through the online store you agree to the terms and conditions of this contract. Prices subject to change without notice.

Koutour Event

koutourevent.com

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