



## BUC DAYS FESTIVAL 2019 VENDOR APPLICATION

Name \_\_\_\_\_ Telephone \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-mail \_\_\_\_\_

Web Site \_\_\_\_\_

Detailed description of Items to sell and/or display:

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*Please check desired location space:*

\_\_\_\_\_ Exhibit Space (10' x 10') – Cost \$500.00 (providing own tent)  
Includes 120v GFI service per vending space  
8 days (May 2<sup>nd</sup> thru 6<sup>th</sup> and May 9<sup>th</sup> thru 12<sup>th</sup>)

\_\_\_\_\_ Exhibit Space (10' x 10') – Cost \$800.00 (Buc Days to provide tent with 2 side walls & lights)  
Includes 120v GFI service per vending space  
8 days (May 2<sup>nd</sup> thru 6<sup>th</sup> and May 9<sup>th</sup> thru 12<sup>th</sup>)

\_\_\_\_\_ Outdoor Exhibit Space – Cost \$5.00 per square foot  
11 days (May 2 – 12, 2019)  
Indicate square footage needed \_\_\_\_\_ / Indicate if tent is needed \_\_\_\_\_

\_\_\_\_\_ Mobile Marketing – Cost Negotiable  
Indicate # of days needed \_\_\_\_\_  
Indicate square footage needed \_\_\_\_\_

*Please check one:*

- I would like to purchase insurance through Buc Days for a fee of \$150.00
- I will provide a copy of my insurance that meets the requirements in attached Vendor Information document

❖ Submission of an application does not guarantee a space

**BUC DAYS 2019**  
**VENDOR RULES & REGULATIONS**  
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**BUC DAYS 2019**  
**May 2 – 12, 2019**  
**GENERAL INFORMATION**

**SCHEDULE**

Festival / Carnival Opens to the Public ..... Thursday, May 2, 2019, 5:00pm  
Festival / Carnival Ends..... Sunday, May 12, 2019, 10:00pm

**VENDOR TIMELINE**

Applications Due to Buc Days Office ..... Thursday, March 14, 2019  
Tent Requests Due to Buc Days Office ..... Thursday, March 14, 2019  
Signed Contract and Payment Due to Buc Days Office ..... Monday, April 8, 2019  
Liability Insurance Certificate Due to Buc Days Office ..... Friday, April 19, 2019  
Vendor Move-In Begins ..... Wednesday, May 1, 2019, 10:00am  
Electricity Turned On ..... One hour prior to opening each day  
Vendor Set Up Completed..... Thursday, May 2, 2019, 3:00pm  
Vendor Teardown Begins ..... Sunday, May 12, 2019, 10:00pm  
Vendor Teardown Completed..... Monday, May 13, 2019, 4:00pm  
Vendor Satisfaction Survey due ..... Monday, May 13, 2019, 5:00pm

**VENDOR CONTACT INFORMATION**

Buc Days 2019  
1823 N. Chaparral St.  
Corpus Christi, Tx 78401  
Tel 361/882-3242  
Fax 361/882-5735  
[www.bucdays.com](http://www.bucdays.com)

**BUC DAYS 2019  
VENDOR  
GENERAL RULES**

Buc Days has established rules for Commercial Exhibitors, hereinafter “Vendor(s)”, not to prohibit sales, but to allow for a safe and attractive environment for the festival patrons’ experience. The rules and regulations provided are intended to ensure a level playing field for all Vendors while providing quality assurance and safety for the public. To achieve success, everyone must understand and follow these rules and regulations.

- 1. Interpretation and Violation of Rules:** Buc Days Management reserves the final and absolute right to interpret these rules and settle and determine all matters, questions and differences in regard thereto or otherwise arising out of or connected with, or incident to, and to amend or add to these rules as its judgment may determine. Any Vendor who violates any of the rules will forfeit all privileges and be subject to penalty.
- 2. Application:** Commercial Exhibitor and Mobile Marketing Unit applications are available for download at [www.bucdays.com](http://www.bucdays.com). The application deadline is March 15, 2019. Applications must be submitted to Buc Days, PO Box 30404, Corpus Christi, Texas 78463 or via email to [denise@bucdays.com](mailto:denise@bucdays.com). **Commercial Exhibitors and Mobile Marketing Units MUST submit a completed and signed application with a current color photo of the exhibit to be considered.**

**Approved applications received by March 15, 2019 will receive preferential placing of available booth space. Remaining booths will be assigned on an as available basis.**

- 3. Photo of Exhibit Requirement:** Each Vendor must provide an exact photo of the exhibit they intend to bring to the event. Photo must be included in application. Buc Days reserves the right to remove the exhibit from the premises and revoke the contract if exhibit does not match photo. Any payments made to Buc Days shall be forfeited.
- 4. Acceptable Items for Sale or Display:** All items to be sold or displayed must be listed on the application when submitted to Buc Days. Buc Days Management will review the list and return a copy of the form to Vendors with a list of approved items for sale or display if the application is accepted. Once a contract is issued, Vendor may not display or sell any additional items without approval from Buc Days Management. Please be specific on the application. General words such as “handcrafts, t-shirts, sweatshirts, clothing, toys, hats, novelties, gift items, accessories, jewelry, imports,” etc. are not acceptable. Additional sheets may be used to describe items if there is not enough room on the Application. Buc Days Management will periodically monitor Vendor booths to ensure that only approved items are being sold or displayed. Failure to comply with this rule will result in immediate eviction from the grounds and forfeiture of all fees paid.

**Offensive Items:** Buc Days Management reserves the right to prohibit the sale, rental or display of any item that Buc Days Management reasonably deems objectionable from the standpoint of taste, quality or compatibility with Buc Days mission. Some items that will not be considered for sale, give away or rental include but are not limited to: weapons of any kind, lasers, high powered water guns, rubber band guns, toy guns, fireworks, sparklers, products made from any endangered animals, unsafe, obscene, pornographic or drug related items.

- 5. Electricity:** It shall be the Vendor’s responsibility to have a certified electrician inspect and approve their exhibit before arriving on grounds, deeming it to be in full compliance with local, state, and federal codes and safety standards. Personal generators are prohibited for all vendors. Vendors are required to have a Buc Days contracted electrician perform all electrical service, connections and disconnections while they are on Buc Days festival property. Under no circumstance should any person other than Buc Days approved representatives be authorized to access utilities of any kind. Electricity is available at the discretion of Buc Days Management.

Microwaves and coffeepots will not be allowed for any Commercial Exhibitors and electric heaters are not permitted for any Vendors.

**Electrical Reservation:** Buc Days will provide 120v GFI service. Wall outlets and post outlets are not part of the booth space. All power requirements must be ordered through the application process. **Electricity will be turned on one hour before opening.**

6. **Contract Execution:** After March 15, 2019, Buc Days Management will begin acceptance/denial of all Vendor applications. If a Vendor application is accepted, Buc Days will send the Vendor a formal contract for signature. The Vendor will have 14 days to sign and return the contract. The signed contract and the total vendor fee must be received by Buc Days within 14 days of receipt of contract by the Vendor. Failure to respond by appropriate deadlines will result in cancellation of vendor space. No exceptions.
7. **Insurance:** On an occurrence basis for Buc Days and/or the Events including set up and teardown, and throughout the Term, Vendor will provide, at its own expense, the following types and amounts of insurance. The insurance required shall include a "Separation of Insureds" clause, and the insurer will agree to waive all rights of subrogation against Buc Days, its officers, directors, employees, representatives, agents, volunteers and assigns for claims or losses arising from its actions, performance or obligations under this Agreement. Vendor's insurance will contain an endorsement adding the Buccaneer Commission, Buc Days, City of Corpus Christi and their affiliates, subsidiaries, officers, directors, employees and agents as Additional Insureds in all policies except workers' compensation.

The insurance coverage required shall be as follows:

- i) Commercial General Liability Insurance: Coverage to be on an occurrence basis with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage including: Contractual Liability insuring the obligations assumed by Vendor in this Agreement, Products/Completed Operations, Independent Contractors, Broad Form Property Damage.
- ii) Automobile Liability insurance covering all owned, hired, rented and non-owned vehicles used in performance of this Agreement, with combined single limits of not less than \$1,000,000 Bodily Injury and/or Property Damage.

Vendor shall provide Buc Days with evidence of coverage immediately upon execution of this Agreement. All such required insurance shall be in a form reasonably acceptable to Buc Days and shall require the insurer to provide at least thirty (30) days prior written notice of any major reduction, change, or cancellation in coverage. Failure to provide such certificate within a reasonable time or to maintain the insurance coverage specified herein will be deemed a material breach of this Agreement. In the event of any lapse in insurance coverage required hereby, Buc Days will have the right (but not the obligation, and not as an election of remedies) to obtain replacement insurance. Vendor will be responsible for remitting payment for such insurance.

**Required Limits Coverage for Commercial General Liability Insurance**

Buc Days requires each exhibitor to carry the following minimum limits of coverage:

**The following is a summary of the specifications listed above:**

Each Occurrence:	\$1,000,000.00
Damage to rented premises (each occurrence):	\$100,000.00
Personal and advertising injury:	\$1,000,000.00
General policy aggregate:	\$2,000,000.00
Products-completed operations aggregate:	\$2,000,000.00
Automobile liability:	\$1,000,000.00

**Certificate Holder:**

The Certificate Holder on the insurance certificate provided to Buc Days by the exhibitor shall be listed as:

**Buccaneer Commission, Inc. (Buc Days)**  
PO Box 30404  
Corpus Christi, Tx 78463

**Additional Insureds:**

The following shall be listed on exhibitor's insurance policy as additional insureds:

1. Buccaneer Commission, Inc.
2. Buc Days
3. City of Corpus Christi

Buc Days must receive an Additional Insured Endorsement naming the above or a Blanket Additional Insured Endorsement. Additional insureds listed in notes section of policy certificate are insufficient.

Commercial Exhibitor may have the option to purchase commercial general liability insurance through insurance agents who have made their services available to vendors of Buc Days. The cost of such coverage is \$150.00 per vending space. Contact Buc Days Management to obtain the insurance through insurance agents that have such arrangements with Buc Days.

The following cannot be covered under this policy: Medical Tests, Medical Exams, Blood Tests, Body Piercing, Permanent Tattoos, Liquor Stands, Mechanical Rides, Strollers or Wheelchair Rentals, Animal Rides, Animal Acts, Petting Zoos, National Companies/Chain Stores, Motorsport Activities, Haunted House Attractions, Fireworks and Weapons.

Additional exclusions/limitations may apply based on underwriter's approval.

8. **Booth Staffing Requirements:** It is the responsibility of the Vendor to ensure that the booth is staffed at all times during the festival hours of operation, please see rule number - 22. **Booths that do not comply will be fined \$500.00 for the first occurrence.** Upon a second occurrence that the booth continues to not be staffed properly, Buc Days has the right to revoke the contract and remove the exhibit from the property. These vendors will not be invited back to future events.
9. **Refunds of Vendor Exhibit Fees:** There will be **NO REFUNDS of Vendor fees**, for any reason. No exceptions.
10. **Customer Refunds:** Buc Days requests that all Vendors have a reasonable customer return/refund/exchange policy for customers during the festival. If refunds are not offered by exhibitors, signage must be clearly displayed in the exhibit booth/space stating that refunds are not offered.
11. **Returned Checks:** If a check is returned for any reason, the Vendor's check writing privileges will be revoked and a fee of \$30.00 will be charged in addition to the original payment. Any future payments to Buc Days must be done by money order, cashier's check or credit card. Any violation of this policy may result in removal of the vendor exhibit from the grounds. Any payments made to Buc Days will not be reimbursed.
12. **Alcohol:** Vendors cannot sell alcoholic beverages at any time. **Vendors are not allowed to consume alcoholic beverages or be under the influence of alcohol while working on Buc Days festival property.**
13. **Advertising:** In order to retain consistency and fairness at the festival, Vendors are not allowed to advertise or promote their products in any festival location other than the ones designated within the agreement and all business dealings are to be conducted within the space designated within the agreement. No peddling or selling your products in the crowds or away from your booth including calling/shouting to the crowd from your booth. Buc Days and any other trademark or artwork used by the festival cannot be used on any products and/or

marketing materials such as advertisements, promotions, other forms, or materials without written consent from the Buc Days Marketing Department.

**Use of Name or Official Logo:** Vendors may not use the official event name, Buc Days or its logo without prior written consent from Buc Days Management. This includes the use of the names or logo for any marketing materials, media, or promotions.

- 14. Third Party Relationships:** Vendors may not endorse, display, promote or sell any third party relationships. Any violation of this will result in immediate removal of the conflicting vendor exhibit from the grounds and Buc Days will revoke the contract and any payments made to Buc Days shall be forfeited.
- 15. Pets:** No pets allowed.
- 16. Prohibited Items:** Prohibited items include weapons of any sort, fireworks, high powered water guns, rubber band guns, toy guns, products made from endangered animals, unsafe, obscene, pornographic, drug related items, illegal substances, bicycles, motorized bicycles, segways, skateboards, roller skates/blades and pets.
- 17. Security:** Buc Days assumes no responsibility for any items during festival hours, any items left before or after festival hours, or claims suffered by any loss or theft. Each Vendor is responsible for their merchandise.

#### OPERATIONAL RULES

- 18. Check In:** The following are guidelines to make the arrival and setup of vendor space accommodating. **All vendors must enter through service entrance.**
- Proceed to the vendor tent on attached map. **All Vendors must check in at vendor tent prior to beginning move-in or unloading exhibits.**
  - Check in will include:
    - Insurance clearance
    - Sign “Release of Liability and Indemnity Statement”
    - Festival Packet will be provided (festival access badges (2), flyer with festival hours, Buc Days festival contact info)
    - Purchase additional festival access badges (2 provided with each vendor exhibit space rental)
    - Purchase additional parking passes (2 provided with each vendor exhibit space rental)
  - Buc Days Staff will escort Vendor to the purchased location
    - Electrician will provide requested electrical needs during setup; Electricity will be turned on one hour before festival opening.

**Move-In Dates:** Vendors may begin booth set-up Wednesday, May 1, 2019 at 10:00am. Please do not arrive prior to 10:00am, Wednesday, May 1, 2019. Violation of this privilege will result in immediate cancellation of contract and forfeiture of fees paid.

Vendor set up times:

Wednesday, May 1, 2019	10:00am – 7:00pm
Thursday, May 2, 2019	10:00am – 3:00pm (gates open at 5:00pm)

**All Vendors MUST be completely set-up and approved by 3:00pm, Thursday, May 2, 2019.**

- 19. Release of Liability and Indemnity Agreement:** All Vendors and their staff will be required to sign a “Release of Liability and Indemnity Agreement.” This must be done at time of vendor check-in. If additional staff arrives on the grounds after check-in, it is the Vendor’s responsibility to make sure that the vendor staff person comes to the Buc Days office to sign the “Release of Liability and Indemnity Agreement.” If upon daily inspections a release is not found for a working employee, Vendor is subject to a fine of \$100.00 per occurrence per person, and the employee must then sign the Release of Liability Agreement at that time. If, on second

inspection, the Vendor is not in compliance with the Release of Liability, the Vendor will be escorted from the festival and forfeit any fees paid.

- 20. State Sales Tax ID Number:** Vendors are responsible for displaying their Texas Sales Tax Permit and collecting sales tax on items sold. Permits may be obtained by calling:  
Comptroller of Public Accounts  
800-252-5555

- 21. Parking:** Vendors will park in the festival parking lot. Two (2) parking passes will be issued for each vendor exhibit space rental. **There will be no RV's or overnight camping permitted on the grounds for Vendors.**

**Festival Passes:** Two (2) festival access badges will be issued for each vendor exhibit space rental.

Vendors will be issued parking and admission passes at check-in.

Additional festival access badges will be sold for \$25.00 each, and parking passes sold for \$30.00 each, based on availability.

- 22. Hours of Operation:** Failure to comply with this rule will result in immediate eviction from the grounds and forfeiture of all fees paid.

Buc Days Festival Dates and Hours of Operation:

Thursday, May 2, 2019	5:00pm – 10pm
Friday, May 3, 2019	5:00pm – 10pm
Saturday, May 4, 2019	12:00pm – 12:00am
Sunday, May 5, 2019	12:00pm – 12:00am
Monday, May 6, 2019	5:00pm – 10pm
Tuesday, May 7, 2019	5:00pm – 10pm
Wednesday, May 8, 2019	5:00pm – 10pm
Thursday, May 9, 2019	5:00pm – 10pm
Friday, May 10, 2019	5:00pm – 10pm
Saturday, May 11, 2019	12:00pm – 12:00am
Sunday, May 12, 2019	12:00pm – 12:00am

***Tented Exhibit Space***

***Closed on Monday, Tuesday & Wednesday***

***Vendor Close Time***

***8:00pm each day***

- 23. Re-stocking Hours:** Vendors are allowed to re-stock their booths from 8:00am – 11:00am each morning prior to festival opening. There is NO re-stocking outside of these hours.
- 24. Cleanliness of Vendor Exhibit Area:** Each Vendor is responsible for maintaining a neat and clean exhibit area. All garbage, boxes, materials, coverings and non-display items must be removed and all cleaning must be completed at least 30 minutes prior to opening each day and at the close of each day. Buc Days will provide trash receptacles throughout the grounds.
- 25. Signage:** Each Vendor's booth must post a sign, visible to the public, which states the company name. The signs must be of a professional nature. No handmade signs will be allowed. **SIGNS MUST REMAIN IN THE DESIGNATED VENDOR SPACE.**



- 26. Decorating Services:** Buc Days will provide one table and two chairs per booth.
- 27. Tents:** Outdoor Vendors that require usage of a tent will be required to rent a tent through Buc Days. **“Pop-up” or “EZ up” tents are not allowed.** For purchase of tents through Buc Days, please complete the tent reservation section of the application. The tent reservation deadline is March 15, 2019. Tents that are reserved after March 15, 2019 are not guaranteed and will incur an additional cost. Tents that are part of the Vendor’s booth that are brought to the event and not purchased through Buc Days must be approved in writing by the Buc Days Management on the application. If tent photo differs from the actual tent brought to the event, then Buc Days has the right to revoke the contract and any payments made to Buc Days shall be forfeited.
- 28. Vendor Exhibit Teardown:** All vendors may begin dismantling at 10:00pm, Sunday, May 12, 2019. Vendors dismantling prior to this time will be in violation of their contract and not allowed to return in future years. All vendor exhibits must be removed by 4:00pm, Monday, May 13, 2019. Items left after this date and time will be disposed of at the discretion of Buc Days Management and additional billing for removal of left over items may occur. It is the vendors’ responsibility to make arrangements for teardown, repackaging and shipping of inventory and supplies at the end of the festival. Buc Days does not have a shipping and receiving department available for vendor use.
- Check Out:** Please complete the Vendor Satisfaction Survey and return to Buc Days Office by 5:00pm on Monday, May 13, 2019.
- 29. Health Code Requirements:** Vendors that are selling/sampling food products must meet the Nueces County Health Department requirements. It is the Vendor’s responsibility to inform Buc Days if a Food Permit is required. A Health Permit issued by the Nueces County Health Department will be required at each location. The Nueces County Health Department will be performing inspections throughout the event.