



VENDOR AGREEMENT for the **28th Annual Texas Butterfly Festival**, between the National Butterfly Center (NBC) and Merchant listed below:

Contact Person: _____ Phone: _____

Business Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Web Address: _____ Email: _____

Merchant and NBC agree as follows, in connection with the **28th Annual Texas Butterfly Festival (TBF)**, in Mission, Texas:

1. TBF will be open to the public by NBC, with admission free to all, during COMMUNITY DAY, which takes place Saturday, October 26, 2024, from 10 AM to 2 PM. After that time, regular admission fees will apply. The TBF will run from 10 AM, Saturday, October 26, 2024, to 2 PM, Tuesday, October 29, 2024. Please note: The NBC will be open to members, volunteers and visitors, in addition to TBF attendees, for regular business hours, throughout this special event.
2. Merchant shall move in between the hours of 12 PM and 5:00 PM on Friday, October 25, 2024. Merchant shall clean up and remove their materials on Tuesday, October 29, 2024 between the hours of 3 PM and 5 PM.
3. Merchant shall rent one 5' table at NBC for a total rental fee of \$100. Such fee shall not be refunded unless circumstances fall under the provisions of Paragraph 8, hereof. If payment has not been received by September 1, 2022, NBC may, at its sole discretion, cancel and terminate this Agreement, in which event any reservation deposit shall not be refunded. Merchant's rights under this Agreement may not be subleased, transferred or assigned, in any way. All payments shall be made out to "National Butterfly Center".
4. Merchant is hereby notified electricity for the vendor area is not provided and may not be accessible as part of this rental; however, the building is equipped with complimentary, unsecured WiFi for processing credit card transactions.
5. Merchant agrees that their sales display and merchandising area will be staffed and open during all of the hours referred to in Paragraph 1.
6. Merchant agrees to donate one item, with a minimum retail value of at least \$50, from their merchandise, to the TBF for disposition in the silent auction at the Awards Banquet, Monday, October 28, 2024.

3333 Butterfly Park Dr.

Mission, TX 78572

956.583.5400

7. Neither the NBC nor TBF shall have any responsibility or liability of any kind for any loss or damage of any kind or from any cause to the Merchant, their property or materials. All expenses of any kind connected with transporting, packing, unpacking, and insuring of the Merchant's property or merchandise shall be borne by the Merchant. Neither the NBC nor TBF shall have any responsibility to insure Merchant, their property or merchandise against losses, damages, claims, or liabilities, of any kind whatsoever.

8. Promotion and display of merchandise must be confined to the Merchant's display area and may not extend elsewhere under any circumstances. Merchant shall not play any music or recordings of any sort, and shall not make any sounds or noises which in the sole judgment of NBC could disturb or annoy other Merchants or those attending TBF. Merchant agrees to abide by any other reasonable requests made by NBC.

9. Merchant shall identify and hold harmless NBC, the North American Butterfly Association, Inc. (NABA), the City of Mission, the TBF, its officers, directors, members, representatives, sponsors, volunteers and agents from any liability, loss, claim, demand, cause of action or expense (including reasonable attorney's fees and other expenses of litigation) arising out of or connected with Merchant's activities, travel, products, materials, activities, and sales agents and/or employees at or during TBF.

10. NBC may cancel TBF at any time at its sole discretion. The only liability NBC and NABA shall have to Merchant in the event of such cancellation shall be the refund of all deposits paid to NBC by Merchant. Merchant releases and holds harmless NBC and NABA for any and all expenses, direct or consequential, or lost profit of any other amount under any circumstances should NBC elect to cancel TBF.

11. This Agreement constitutes the sole agreement between the parties concerning TBF 2024. There are no other agreements between the parties, oral or written, concerning TBF 2024. Merchant has not relied in any way upon oral statements, promises or representations of NBC in the execution of this Agreement. This Agreement can be changed only by writing signed by both parties.

12. Merchant agrees to park in designated parking lots at the NBC.

13. All obligations of the parties hereto shall be construed according to and governed by the laws of the State of Texas.

By: _____

Date: _____

National Butterfly Center Representative

Merchant Signature: _____

Date: _____

Printed Name: _____

Title: _____

Please mail with full payment to: National Butterfly Center
3333 Butterfly Park Dr.
Mission, TX 78572