



BAYOU CITY ART FESTIVAL

DOWNTOWN
MARCH 28-29 2026

BAYOU CITY ART FESTIVAL: DOWNTOWN | FOOD VENDOR APPLICATION

The following application is a request for a food vendor space at the Bayou City Art Festival – Downtown, being held at Sam Houston Park and Along Allen Parkway, on MARCH 28-29, 2026

COMPANY NAME: _____

BOOTH NAME (IF DIFFERENT THAN COMPANY): _____

CONTACT NAME: _____

CELL PHONE: _____ ALTERNATE PHONE: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

WEBSITE: _____

TWITTER: _____

FACEBOOK: _____

DEADLINE FOR APPLICATION SUBMISSION: FEBRUARY 27, 2026

Please note that this application does not guarantee acceptance. Vendors will be notified if they are invited to participate at the festival. After receiving written acceptance, the vendor must submit a Certificate of Insurance (COI), details of vendor assets, and payment information by February 27, 2026. Vendor can scan/email or print/mail completed applications to:

Bayou City Art Festival Food Vendor Coordinator
7026 Old Katy Road, Suite 281
Houston, TX 77024
(o) 713-521-0133
www.bayoucityartfestival.com
food@bayoucityartfestival.com

Please read carefully. This agreement will be enforced to ensure the best possible, profitable participation for all vendors. (The "Agreement" or "Contract")

SPACE RENTAL FEES AND REPORTING

The space rental for a food operations vendor will be a combination of a flat fee and a commission-based structure. With the exception of small carts, all vendors must rent the tents for their booth space from Art Colony Association, Inc. Please refer to the Space Rental Breakdown for details on tent sizes, booth fees, and corresponding prices.

Sales are recorded daily, and all sales will be closed out on Sunday at 6:00 p.m. using the Art Colony Association POS system. All vendors must report all cash sales nightly. Cash sales reports must be submitted via email to **food@bayoucityartfestival.com** (text messages are not accepted). All cash sales will be reconciled with daily POS records.

TENT PRICE INCLUDES: 42-inch-high booth front with serving counter, signage, tent set up, and removal
NOT INCLUDED ALL BOOTHS: Health Permit, flooring, tables, fire extinguishers, chairs, propane event fee, and electrical fees.

Security and Cleaning Deposit

Vendor's initial security deposit will be returned only after visual inspection and written release by Art Colony Association, Inc. management. This must be done in person on **Sunday, March 29**, unless otherwise coordinated by the food manager.

Reasons for Immediate FORFEITURE OF DEPOSIT:

- Incorrectly disposing of any oils or coals (must be removed from the premises and disposed of safely by vendor).
- Not checking out with the Art Colony Association, Inc. vendor coordinator nightly.
- Leaving litter and/or food debris in and around the booth.
- Cancellation by vendor after acceptance on or after March 1, 2026.
- Contaminating a recycling or composting bin or dumpster with landfill trash.
- Disposing of grey water anywhere other than a grey water tank.
- Driving without an escort on festival grounds.
- Theft or deception, whether through inventory manipulation, POS manipulation, or by selling products not approved by Art Colony Association, Inc.
- Failure to return paperwork and contract by deadlines.
- **FAILURE TO REPORT DAILY CASH SALES VIA EMAIL TO FOOD@BAYOUCITYARTFESTIVAL.COM DO NOT TEXT TO FOOD MANAGER – MUST BE SENT BY EMAIL – NO EXCEPTIONS.**

These actions shall be considered a material breach, in which case the vendor will forfeit their assigned space and will be escorted off the event site. The vendor may be subject to additional fees if the infractions total more than the entire security and cleaning deposit.

HOURS OF OPERATION

Saturday & Sunday, March 28 & 29, 2026: 10:00 a.m. - 6:00 p.m.

SPACE ASSIGNMENTS

The Art Colony Association, Inc. has complete control over event diagrams and space assignments. Art Colony Association, Inc. reserves the right to make modifications to event diagrams that are believed to be accurate, but only warranted to be approximate. Art Colony Association, Inc. reserves the right to assign space in such a manner as it is deemed appropriate.

AUTHORIZING AGENT

All vendors will have an appointed agent or agents with full authority to represent the Vendor in its business with Art Colony Association, Inc. This Agreement shall be binding on the respective parties and their respective representatives. Vendor may not assign its rights or delegate its duties without the prior written consent of Art Colony Association, Inc.

ASSIGNMENT, SUBLETTING OF EVENT SPACE

No vendor shall assign, sublet, or share the event space allotted without the knowledge and written consent of Art Colony Association, Inc. No products, parts, accessories, or other goods, souvenirs, catalogs, etc. bearing names or other forms of advertising other than that of the vendor may be displayed. No firm or organization not assigned an event space will be permitted to solicit business within the event areas. No "non-food" merchandise is to be sold unless approved by both Art Colony Association, Inc. and the Parties.

STAFF CREDENTIALS

Each vendor will receive up to ten credentials per location for entry to the front of the house for working personnel. All working passes received are for legitimate working personnel only. Misuses, resale, or gifting is strictly prohibited and will be considered a material breach.

SUPPORT VEHICLE PARKING

Please list the exact dimensions and details of your support trucks and trailers on the Space Rental Breakdown Page. If the vendor does not provide accurate information, no space will be provided for that vehicle. The vendor will receive two passes for parking. Please bring dollies and wagons if you need to access the product from your vehicle at any time beyond the morning load-in. No personal parking is provided on-site. No parking is available directly behind or beside booths/trucks.

LOAD IN & LOAD OUT

The Load-in will be divided by time and location on-site, determined on a date closer to the show. Load-out must occur on **Sunday, March 29th**, immediately following the close of the show. The Art Colony Association, Inc. will work closely with the show and all vendors to provide the necessary information within a time frame that allows vendor planning. Daily Load-in on show days is from 7 A.M. to 8:30 A.M. No vehicle movement after 8:30 A.M. All food trucks must be on-site, and all support vehicles must be off-site by 8:30 AM on show days, without exception.

ORDINANCES

Fire Regulations, health, and other applicable ordinances must be observed. It is solely the vendors' responsibility to comply with all applicable fire, health, and other codes and ensure that they are observed. The vendor must also comply with all requirements imposed by the Art Colony Association, Inc.

HEALTH PERMIT

The vendor will obtain a temporary health permit for each space required at the event. All vendors must follow the Houston Health Department's special event requirements and submit documentation to the City of Houston Health no later than 15 days prior to the event date. Vendor shall supply Art Colony Association, Inc. with a copy of the approved and authorized permit. Upon approval of your application, an authorized participation letter will be sent, along with the Health Permit requirements and relevant links.

PROPANE

Vendors are required to abide by all fire safety laws set by the state, city, and county fire departments. Vendor is responsible for having the required fire extinguishers, tanks, and hoses inspected by a local, reputable company. If a vendor is utilizing propane while cooking, there will be an additional fee, which is subject to change, but will be no less than \$200 per booth. If a vendor is in need of propane, call MFU Propane Services at (281) 300.4352 to rent certified propane tanks. MFU Propane must do the initial propane hook-up with the Fire Marshals upon inspection.

1. All tanks must be removed from the park once the event has ended each night.
2. The Fire Marshall will allow up to 60lb tanks only. (100 LBS by approval only)
3. MFU Propane will hook up all food tent tanks. Food trucks have been inspected when receiving their medallions, so no tech hook up is required. However, trucks must carry COH Permit and in compliance with all regulations.

CERTIFICATES MUST BE SUBMITTED WITH THE APPLICATION.

SECURITY

General roving security will be provided throughout the event site. Should the vendor require dedicated spot security, such security shall be subject to approval by the Festival and Art Colony Association, Inc., and will be the vendor's responsibility.

SIGNAGE

Art Colony Association, Inc. will provide tented vendors with name and menu signage. Tented vendors are required to use the signage provided to them to keep a uniform look amongst concessionaires. Food trucks are responsible for their own signage. Art Colony Association, Inc. reserves the right to prohibit the display of any article that is not in keeping with the nature and character of the event.

USE OF SPACE

Art Colony Association, Inc. reserves the right to restrict exhibits because of safety, noise, method of operation, materials, or for any exhibit that, in the opinion of Art Colony Association, Inc., may detract from the general character of the event as a whole. All equipment and heavy machinery must be cleared in advance with Art Colony Association, Inc. staff. Art Colony Association, Inc. reserves the right to prohibit any equipment that is deemed unsafe or appears unreasonable in Art Colony Association, Inc.'s judgment. Any demonstration or activity that causes annoyance to neighboring vendors, such as flashing lights, noise, or results in the obstruction of walk space in the front or back of the booth, will not be permitted.

SALE OF PRODUCT

Vendors are responsible for all cash transactions, sales tax, and personal cash needs. Only products on the application can be sold. Vendors cannot charge sales tax in addition to the listed menu item price. Vendors are prohibited from altering menu items or prices during the event. Please ensure that all menu items are spelled correctly and listed in the menu section. The items listed on the application will be used to settle any disputes between the Art Colony Association, Inc. and the Vendor regarding menu items and prices. The vendor must continue to sell during the hours of operation. For every hour the vendor is not operating, whether it is a result of running out of food, an equipment issue, or failure to comply with local regulations, the vendor will be charged the "expected sales" based on the hours of BUSINESS TRANSACTIONS PRIOR TO CLOSURE.

MEAL TICKETS

Each vendor must accept, without reimbursement, at least **5 meal tickets** created by Art Colony Association, Inc., redeemable at any time during Festival operations. Meal tickets will have vendor name, Art Colony Association, Inc. and show logo.

ELECTRICAL

VENDOR NAME _____

VENDOR NAME MUST BE ENTERED.

Electric power will be provided on-site by generators. It is vitally important that the vendor completes the electrical form completely and accurately, as additional power will NOT be available after the show build begins. No vendor will be hard-wired in. If the vendor pulls more power than advanced and a string is tripped more than 2 times, the vendor will be fined \$500. In addition to the \$500 fine, the vendor may be charged an additional service fee by the power provider. **Any additional plug types require approval by the Art Colony Association.** Please include a description of any personal generator, if applicable, as some generators are not permitted.

TYPE OF EQUIPMENT: _____ **VOLTAGE:** _____ **AMPERAGE:** _____

THE DEADLINE FOR ALL POWER REQUESTS IS MARCH 13, 2026

THE FOLLOWING ARE THE ONLY AVAILABLE PLUGS ON-SITE:



Nema #14-50R

Nema #21-30R

Nema #5-20R; normal plug

The available plugs are as follows; please select the appropriate one for your operation.

___ 50 amp RV. Nema # 14-50R, 3p 4w 125 /250 vac

___ 30 amp. Nema # L21-30r receptacle, 5 wire 120/208 vac

___ 20 amp. Nema # 5-20r

___ **Other** _____ **please request and price will be quoted.**

LIABILITY

Neither Art Colony Association, Inc., The City of Houston, nor respective contractors, directors, officers, managers, members, employees, affiliates, licensees, designees, representatives, and corporate sponsors (collectively, the "Art Colony Association, Inc. Indemnified Parties") will be responsible for any injury, loss nor damage that may occur to the Vendor's employees, agents, contractors, representatives, or property from any cause whatsoever. It is the Vendor's responsibility to protect machinery, perishables, and exhibits so that no injury will result to the public visitors, guests, or persons, or property. If property does not appear to be properly maintained, it will be promptly withdrawn from the event site. All property of the Vendor, including foodstuffs and other perishables, is understood to remain in the Vendor's care, custody, and control in transit to, from, or within the confines of the event area, subject to the Agreement. The vendors, upon signing the Agreement, expressly release, hold harmless, keep, and save the foregoing persons and entities, named organizations and committees, and individuals from all claims for such loss, damage, or injury. Vendors must carry appropriate insurance through such carriers at a minimum of \$1,000,000.00.

INSURANCE

Vendor must obtain, carry, and keep in full force and effect appropriate insurance, including but not limited to (a) general liability insurance with limits of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate, (b) automobile liability coverage in the amount of \$1,000,000.00 for owned or non-owned vehicles, and (c) either (i) workers compensation coverage or, (ii) if it has no coverage, then (1) proof of any waiver required by applicable law by each employee of Vendor regarding the absence of workers compensation coverage and (2) Vendor hereby agrees to indemnify the Art Colony Association, Inc. Indemnified Parties for all liability to the Art Colony Association, Inc. Indemnified Parties arising from the absence of such coverage. All insurance policies must be issued by a qualified A-VII or better-rated carrier, as determined by A.M. Best, Inc. The Vendor must provide Art Colony Association, Inc. with certificates evidencing all such insurance no later than ten days prior to the date of the festival. Vendor must list **ART COLONY ASSOCIATION, INC. 7026 Old Katy Rd., Ste. 281, Houston, TX 77024. AND CITY OF HOUSTON, 901 Bagby, Houston, Texas 77002**, as additional insured.

FORCE MAJEURE

The Festival will be held at an outdoor venue, and therefore the holding of the festival depends upon fair weather and appropriate governmental authorizations. Accordingly, Art Colony Association, Inc.'s obligations under this Agreement shall be excused by acts of God such as fires, storms, lightning, floods, confiscations, or restraints of governmental (civil or military), strikes or labor disputes, civil disturbances, or any other cause (including the threat of any of the foregoing), that is not within the reasonable control of Art Colony Association, Inc. or not otherwise due to any negligence or willful misconduct of Art Colony Association, Inc. (Each of the foregoing, a "Force Majeure Event"). In case of cancellation of the festival or unavailability of space at the festival sufficient for vendor's purposes due to a Force Majeure Event prior to the festival beginning, the Vendor's sole remedy will be to receive a refund from Art Colony Association, Inc. of all amounts paid by Vendor to Art Colony Association, Inc. as of the date the decision to cancel the festival is made or the date Art Colony Association, Inc. notifies Vendor that space will not be available due to a Force Majeure Event (in either case, the "Determination Date"), in both cases less any expenses already incurred by Art Colony Association, Inc. in preparation for the festival allocable to the booth assigned to Vendor, which Art Colony Association, Inc. agrees to pay to Vendor within ten business days after the Determination Date. After the Festival has begun, any fees paid by or assessed against the Vendor will not be reimbursed to the Vendor, and the Vendor assumes the risk of such fees if the Festival should be cancelled due to a Force Majeure Event during the Festival.

RULES AND REGULATIONS

If a vendor fails to comply with the Rules and Regulations established by Art Colony Association, Inc., this contract may be terminated. In the event of a default by the Vendor, the Vendor shall forfeit, as liquidated damages, the amount paid by the Vendor for the event space, regardless of whether the Art Colony Association, Inc. enters a further lease for the event space involved.

GOVERNING LAW

This agreement shall in all respects be governed by the law of the State of Texas.

SPACE RENTAL BREAKDOWN | 2026 BAYOU CITY ART FESTIVAL DOWNTOWN

SECURITY CLEANING DEPOSIT	_____	SPACE X \$250 / EACH =	\$250.00
PROPANE EVENT SERVICE FEE	_____	SPACE X \$200 / EACH =	_____
10X10 TENT RENTAL (2 DAYS)	_____	TENT X \$650 / EACH =	_____
10X20 TENT RENTAL (2 DAYS)	_____	TENT X \$850 / EACH =	_____
FOOD TRUCK SPACE (2 DAYS)	_____	SPACE X \$375 / EACH =	_____
POS RENTAL / MUST USE ART COLONY POS SYSTEM	_____	\$75 / EACH =	_____
COMMISSION PERCENTAGE	24%		
SELECT ELECTRICAL NEEDS			
20AMP 110-120 VOLT	_____	PLUG X \$75 / EACH=	_____
30AMP NEMA L21-30R	_____	PLUG X \$150 / EACH=	_____
50AMP NEMA 14-50R	_____	PLUG X \$200 / EACH=	_____

TOTAL DUE: _____

WILL YOU BE USING PROPANE? _____ HOW MANY CONNECTIONS WILL YOU HAVE? _____

ARE YOU PERMITTED BY THE CITY OF HOUSTON? YES / NO _____ **LP GAS PERMITTED FMA #** _____

YOU MUST ATTACH YOUR FMA CERTIFICATE WITH THE APPLICATION.

IF PARTICIPATING AS A FOOD TRUCK, SELECT SERVICE WINDOW SIDE: DRIVER | PASSENGER (circle one)

LENGTH OF FOOD TRUCK? _____ NUMBER OF WRISTBAND CREDENTIALS REQUIRED: _____

WRITE ANY BACK OF HOUSE SPACE REQUIRED AND ADDITIONAL NOTES/REQUESTS

(PLEASE INCLUDE ANY VEHICLES/TRAILERS AND SIZES):

Signed and Agreed Upon:

Signature: _____ Print Name: _____

Company/Restaurant: _____ Date: _____

DEADLINE: FEBRUARY 27, 2026 (or when booths are filled). Only complete applications will be processed. Applying does not guarantee acceptance. The vendor will be notified if they are invited to participate in the festival, and an invoice will be sent to the email address listed on the application. **After receiving written acceptance, vendor must submit a COI, vendor assets, and security deposit upon approval.** Final payments due by MARCH 13, 2026. If not submitting payment via Zelle, please send cashier's checks or money orders- **no personal or business checks-** to: Art Colony Association, Inc., 7026 Old Katy Rd., Ste. 281, Houston, TX 77024. **Vendors are required to pay their own sales tax to the State Comptroller for sales tax due.**