LAST CALL GIFT HAUL | SATURDAY, DECEMBER 12, 2026 10am-4pm
ROSE CAPITAL OF THE USA | at Historic Bergfeld Park on Broadway Tyler, Texas

Date & Hours	Saturday; December 12, 2026 | 10am-4pm
Backup Date	Selection of February, March, May, June 2027
Check-In By	As directed, per section. Please check your email often after application approval.
Assignments/Map	Refer to distributed event map and section letter (TBD)
Unload/Load	No grass parking; vendors will need a wagon or dolly. Concrete sidewalks are throughout.
Parking/Shuttle	No vendor parking around the park; There is a parking garage within 1 mile; Vendors are responsible for parking fees, if any. We will transport vendors to gather their vehicles at the end of the event.
Setup/Breakdown	Not before 4:00pm
Stakes/Weights	NO STAKES; Tents must be secured by some form of weight on all legs.
Signage	Allowed around the tent area/grass/on the tent or the top of the tents; encouraged!
Fire/Safety	Vendor is responsible for personal and public safety within their rented areas
Utilities	None provided at this location; Gas generators are NOT allowed.
Permits/License	As applicable per Local, State & Federal Law for each vendor. Vendor is responsible for display and compliance.
Facilities Available	Bathrooms, shaded areas, playground, and splash pad available.
Shopper Inventive	$100 giveaway every hour

This document is in addition to the vendor handbook that communicates all requirements, restrictions, policies, and terms.

EVENT MANAGER CONTACT
Lucy Lavern
Call or Text: (901) 504-5329
lastcallgifthaul@outlook.com

EVENT VERIFICATION
City of Tyler Parks & Recreation
Joann C, Administrator
(903) 531-1370

AVAILABLE ON TYLER CHAMBER OF COMMERCE WEBSITE CALENDAR
PAYMENT PLANS AVAILABLE: See packet. WE WILL *CALL YOU DIRECTLY WITH YOUR APPROVAL;* No payment due to apply today. Only upon approval!

⚠️ **Scam Alert:** We will never ask for payment information without making direct human contact first. We only invoice or send pay links through PayPal from our parent company, Laray Event Management. Approved vendors may pay said invoice without a PayPal account by debit card, credit card, PayPal, Venmo, or PayPal Pay Later. **WE DO NOT SEE OR RETAIN YOUR PAYMENT INFORMATION.**

LAST CALL GIFT HAUL | SATURDAY, DECEMBER 19, 2026 **9am-3pm**
PANCAKE CAPITAL OF TEXAS | at City Centered Pavilion Park **Hawkins, Texas**

Date & Hours	Saturday; December 19, 2026 | 9am-4pm
Check-In By	As directed, per section. Please check your email often after application approval.
Backup Date	Selection of February, March, May, June 2027
Assignments/Map	TBD - no upgrade spaces apply | flat fee only
Unload/Load	No grass parking; vendors will need a wagon or dolly. Concrete sidewalks are throughout.
Parking/Shuttle	Street parking only
Setup/Breakdown	Not before 3:00pm
Stakes/Weights	NO STAKES; Tents must be secured by some form of weight on all legs.
Signage	Allowed around the tent area/grass/on the tent or the top of the tents; encouraged!
Fire/Safety	Vendor is responsible for personal and public safety within their rented areas
Utilities	None provided at this location; Gas generators are NOT allowed.
Permits/License	As applicable per Local, State & Federal Law for each vendor. Vendor is responsible for display and compliance.
Facilities Available	Bathrooms, shaded areas, playground, covered pavilion
Shopper Incentive	$50 giveaway every hour
Shopper Incentive	Free Gift Bag Station TBD

This document is in addition to the vendor handbook that communicates all requirements, restrictions, policies, and terms.

EVENT MANAGER CONTACT
Lucy Lavern
Call or Text: (901) 504-5329
lastcallgifthaul@outlook.com

EVENT VERIFICATION
Hawkins Texas City Hall
Mandy M., Administrator
(903) 769-2224

AVAILABLE ON HAWKINS AREA CHAMBER OF COMMERCE WEBSITE CALENDAR
WE WILL *CALL YOU DIRECTLY WITH YOUR APPROVAL*; No payment due to apply today. Only upon approval!

⚠️ **Scam Alert:** We will never ask for payment information without making direct human contact first. We only invoice or send pay links through PayPal from our parent company, Laray Event Management. Approved vendors may pay said invoice without a PayPal account by debit card, credit card, PayPal, Venmo, or PayPal Pay Later. **WE DO NOT SEE OR RETAIN YOUR PAYMENT INFORMATION.**

Minuteman Press® TYLER

WE DESIGN, PRINT & PROMOTE...YOU!

Your Local 1 Stop Shop for

PRINT & PROMOTIONAL NEEDS

DESIGN • PRINT • PROMOTE



BUSINESS CARDS



FLYERS



BANNERS



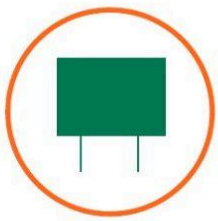
PROMO PRODUCTS



POSTCARDS



POSTERS & FOAM BOARDS



YARD SIGNS



LABELS



AND SO MUCH MORE!

Family Owned & Operated!

1723 Troup Hwy
Tyler, Tx 75701 • Tylertx220@minuteman.com • (903) 630-6379

EXCLUSIVE FOR VENDORS



QUIRKY QUOTES

ARTISAN WHOLESALE CATALOG

EVERY DETAIL, 100% HAND-CRAFTED

Stock your vendor booth with unique, one-of-a-kind creations shoppers love to buy!

Quirky Quotes is a wholesale handmade market exclusively for event vendors, craft shops, and boutiques.

We curate a personal and hassle-free experience for our wholesale buyers and guarantee authenticity.

(817) 401-0783 *(text is best!)*
janine@medcommail.com







TABLE OF CONTENTS

Section Number: Section Contents

1: Organizer, Contact Information, and Event Authority

2: Event Date, Time, Setup, Breakdown, and Written Communication

3: Booth Space, Placement, and Setup Boundaries

4: Outdoor Setup, Tent Weights, and Weather Preparation

5: No Utilities Provided

6: Generator, Battery, Fuel, and Cord Safety

7: Vendor Equipment Responsibilities

8: Product Approval, Category Control, and Restrictions

9: Permits, Licenses, Sales Tax, and Legal Compliance

10: Food, Beverage, Cottage Food, and Consumable Vendor Requirements

11: Insurance and Vendor Responsibility Area

12: ADA, Accessibility, and Public Access

13: Liability, Indemnification, Defense, and Hold Harmless

14: Property Damage and Venue Protection

15: Weather, Cancellation, Rescheduling, Relocation, and Force Majeure

16: Payment, Fees, Applications, Refunds, and Chargebacks

17: No-Shows, Late Arrival, Early Departure, and Vendor Accountability

18: Vendor Conduct and Professional Standards

19: Trash, Cleanup, Waste, and Environmental Responsibility

20: Marketing, Media Release, and No Guarantee of Sales

21: Security, Personal Property, and Assumption of Risk

22: Restrooms, Indoor Access, and Venue Facilities

23: Right to Deny, Remove, Relocate, or Restrict Vendor

24: Independent Contractor Relationship

25: Vendor Representations and Warranties

26: Confidentiality, NDA, and Internal Information

27: Non-Disparagement, Defamation, Complaints, and Resolution Process

28: Non-Circumvention, Event Interference, and Relationship Protection

29: Intellectual Property and Use of Last Call Gift Haul Branding

30: Governing Law, Venue, Disputes, and Attorney's Fees

31: Entire Agreement, Updates, and Electronic Acceptance

32: Vendor Acknowledgment

VENDORS ONLY

LAST CALL GIFT HAUL

General Vendor Agreement, Rules, Release, and Acknowledgment

This Vendor Agreement, Rules, Release, and Acknowledgment ("Agreement") is entered into by and between Last Call Gift Haul, and/or its authorized representatives, coordinators, affiliates, partners, and assigns ("Organizer"), and the participating vendor, business, maker, creator, exhibitor, food vendor, service provider, nonprofit, or representative submitting an application, payment, or written confirmation to participate ("Vendor").

By submitting an application, paying a vendor fee, receiving approval, accepting placement, attending an event, or setting up at any Last Call Gift Haul event, Vendor agrees to be bound by this Agreement, the event-specific correspondence, the welcome email, written instructions, venue rules, and any updates issued by Organizer in writing.

1. Organizer, Contact Information, and Event Authority

The event organizer is Lucy Lavern. Organizer may be contacted by phone or text at 901-504-5329, by email at lastcallgifthaul@outlook.com Texts and calls may be used for casual, time-sensitive, or practical communication; however, all approvals, changes, obligations, complaints, instructions, permissions, and event terms must be confirmed in writing.

Vendor understands that Last Call Gift Haul may host events on private business property, public-facing business property, parking lots, sidewalks, lawns, courtyards, indoor/outdoor commercial spaces, or other temporary event locations. Vendor is not a tenant, employee, agent, partner, representative, franchisee, or joint venturer of Organizer, the venue, the property owner, the property manager, sponsors, partners, or participating businesses.

EVERY EVENT MAY HAVE ADDITIONAL VENUE-SPECIFIC POLICIES.

Vendor is responsible for reviewing and complying with the Venue-Specific Policies provided for each individual event. These policies may include, but are not limited to:

- Event date and operating hours
- Vendor arrival and check-in times
- Setup and breakdown times
- Loading and unloading procedures
- Vendor parking requirements
- Designated vendor parking locations
- Shuttle procedures, when applicable
- Trailer restrictions
- Vehicle restrictions
- Booth dimensions
- Tent and weight requirements
- Fire and safety requirements
- Generator restrictions
- Electrical availability
- Food vendor requirements
- Restroom information

VENDORS ONLY

• Trash and cleanup procedures
• Venue access restrictions
• City, park, property, or facility regulations
• Maps and booth assignments
• Emergency procedures
• Other requirements unique to the venue

The VENDOR PARKING POLICY will be included within the Venue-Specific Policies for each event.

Parking requirements may differ significantly by venue. Vendors are responsible for reviewing parking instructions before arriving and must comply with all designated parking, unloading, loading, shuttle, street-parking, trailer, and vehicle restrictions.

Failure to read an email, policy, map, parking instruction, text, update, or other written communication does not excuse Vendor from compliance.

When a Venue-Specific Policy conflicts with a general operational provision of this Agreement, the Venue-Specific Policy will control for that particular event unless prohibited by law.

EVENT VERIFICATION

Events may be independently verified, when applicable, through the city, venue, or organization associated with the event.

Depending upon the location, verification may be available through:

• The applicable city calendar
• City Parks & Recreation
• The local Chamber of Commerce
• The venue's public calendar
• Venue administration
• Facility or property administration
• Other applicable municipal or venue sources

Vendors are encouraged to independently verify an event if they have questions concerning the legitimacy, location, authorization, or scheduling of an event before submitting payment.

2. Event Date, Time, Setup, Breakdown, and Written Communication

Each event’s date, time, setup window, breakdown window, arrival instructions, parking instructions, venue access, and special requirements will be provided in the event-specific welcome email, invoice, approval email, written correspondence, calendar link, or public event announcement. Vendor is responsible for reading all written communication before the event and following all event-specific instructions.

All official communication between Vendor and Organizer must be completed in writing. Verbal conversations, phone calls, and text messages are not binding unless confirmed in writing by Organizer. Vendor agrees that failure to read written instructions, emails, messages, maps, or event

VENDORS ONLY

updates does not excuse noncompliance, late arrival, incorrect setup, missed deadlines, missing equipment, or violation of this Agreement.

3. Booth Space, Placement, and Setup Boundaries

Unless otherwise stated in writing or unless an upgrade is purchased and confirmed, standard vendor space is 12x12. Booth-specific placements and assignments are not guaranteed, are not final until the event layout is complete, and may be changed at any time before or during the event for safety, flow, accessibility, weather, venue needs, sponsor obligations, fire code, property owner instructions, or Organizer discretion.

Vendor may not share, sell, assign, split, transfer, sublease, or allow another business to use Vendor's booth space without prior written approval. Vendor must remain within the assigned booth footprint and any additional boundaries given by Organizer, including the area within two feet of Vendor's setup on each side when applicable for safety, appearance, and liability control.

Vendor may not block entrances, exits, sidewalks, ramps, curb cuts, accessible parking areas, fire lanes, driveways, storefronts, neighboring businesses, walkways, emergency access, visibility for the host business, or any area designated by Organizer, the venue, the property owner, fire marshal, law enforcement, or other authority. Vendor may not attach displays, signage, tape, staples, hooks, nails, screws, zip ties, paint, chalk, adhesives, banners, or materials to buildings, fences, trees, poles, landscaping, windows, doors, fixtures, or property unless expressly approved in writing.

4. Outdoor Setup, Tent Weights, and Weather Preparation

For outdoor events, tent weights are required unless the Organizer specifically states otherwise in writing. Stakes are not permitted unless expressly approved by the venue or property owner in writing, because stakes may damage irrigation, pavement, underground utilities, landscaping, turf, or other property features. Vendor is responsible for bringing safe, secure, professional-grade weights and for ensuring that tents, canopies, umbrellas, racks, signage, and displays remain stable.

Vendor is responsible for preparing for outdoor conditions, including wind, rain, heat, cold, sun, humidity, mud, uneven surfaces, bugs, dust, and changing weather. Vendor understands that outdoor vending carries inherent risks and that Organizer does not guarantee shade, indoor access, weather protection, wind protection, climate control, or a specific surface type.

Organizer may require Vendor to lower, remove, secure, relocate, or modify any tent, canopy, umbrella, sign, display, rack, generator, cord, table, or item that Organizer believes creates a safety issue, accessibility issue, visual concern, property risk, or operational problem.

Refusal to comply may result in removal from the event without refund.

VENDOR ONLY

5. Utilities

Vendor acknowledges that utilities may not be provided with vendor space. This includes, but is not limited to, electricity, water, Wi-Fi, lighting, refrigeration, ice, extension cords, hoses, tables, chairs, fans, heaters, coolers, storage, trash service, indoor access, restroom access, kitchen access, or access to private business facilities unless expressly stated in writing by Organizer.

Vendor is fully responsible for bringing all equipment, supplies, power sources, water, lighting, refrigeration, payment processing tools, displays, signage, packaging, product storage, handwashing setup, weather protection, and setup materials needed to operate safely, legally, and independently. Vendor fees are for vendor space only unless the event-specific written agreement states otherwise.

Vendor may not plug into the business/property's outlets, hose bibs, exterior power, water sources, restrooms, breakrooms, kitchens, storage areas, internet, lighting, equipment, or other utilities without prior written approval from Organizer and/or the venue.

Unauthorized use of utilities may result in immediate removal without refund and may result in additional charges for damages, utility use, disruption, or violation of venue rules.

6. Generator, Battery, Fuel, and Cord Safety

Generators are allowed only when expressly approved in writing for the specific event. If approved, generators must be quiet, clean, properly maintained, safely placed, and appropriate for a public event environment. Organizer may require quiet/inverter-style generators and may deny or remove any generator that is too loud, disruptive, unsafe, smoky, leaking, improperly fueled, improperly placed, or inconsistent with the event experience.

Fuel must be stored safely and legally. Vendor may not refuel near attendees, tents, open flames, vehicles, buildings, food service areas, landscaping, storm drains, or high-traffic areas. Generators and fuel containers must be placed at a safe distance from buildings, vendor tents, customers, children, vehicles, merchandise, cooking equipment, and walkways, and Organizer may require additional spacing or removal at any time.

Battery packs and portable power stations are preferred when power is needed. All cords must be outdoor-rated when used outdoors, secured to prevent trip hazards, protected from weather, and kept out of walkways unless approved and covered safely. Organizer may deny, relocate, unplug, or require removal of any generator, battery, extension cord, light, heater, fan, or powered equipment deemed unsafe or disruptive, and no refund will be issued if Vendor cannot operate because Vendor's equipment is denied for safety or compliance reasons.

7. Vendor Equipment Responsibilities

Unless otherwise stated in writing for a specific event, Vendor is responsible for providing Vendor's own tent/canopy, tent weights, tables, chairs, displays, racks, signage, lighting, payment processing, change/cash, battery or power source, water, handwashing setup if needed, trash bags, weather protection, product storage, packaging, and all supplies needed to operate.

VENDORS ONLY

Vendor's setup must be clean, professional, secure, attractive, and appropriate for a public event. Organizer may require Vendor to adjust, remove, or improve any setup that appears unsafe, unstable, unprofessional, unsanitary, visually disruptive, off-brand for the event, damaging to property, or inconsistent with the event layout.

Vendor is solely responsible for setup, operation, sales, inventory, teardown, transportation, loading, unloading, and removal of Vendor's property. Organizer is not responsible for providing labor, carts, dollies, tents, weights, power, tables, chairs, supplies, booth assistance, or technical support unless expressly agreed in writing.

8. Product Approval, Category Control, and Restrictions

Vendor may sell only the products, services, samples, demonstrations, displays, or promotional materials approved by Organizer. Product changes, added categories, shared booth participants, guest sellers, giveaways, raffles, demonstrations, amplified sound, political materials, food items, drinks, alcohol, CBD, hemp, weapons, self-defense items, medical claims, body products, children's activities, animals, or regulated goods require prior written approval.

Category exclusivity is not guaranteed unless expressly confirmed in writing for a specific event. In some cases, Organizer may limit, approve, deny, or prioritize categories based on event needs, venue requirements, audience fit, legal restrictions, safety, duplication, quality, space, past performance, or overall vendor mix. Vendor should ask the coordinator in writing before assuming exclusivity or category protection.

Counterfeit goods, stolen goods, unauthorized replicas, trademark-infringing items, copyright-infringing items, unsafe products, illegal items, offensive materials, prohibited goods, misrepresented products, and items that violate federal, state, or local law are not allowed. Organizer may report suspected counterfeit goods, intellectual property infringement, safety violations, illegal activity, or unlawful sales to the appropriate authority, rights holder, venue, payment processor, or law enforcement agency. Vendor will be removed from the event without refund and charged up to 3x the vendor fee, per event, for loss of service and breach of contract.

9. Permits, Licenses, Sales Tax, and Legal Compliance

Vendor is solely responsible for knowing and complying with all federal, state, county, city, municipal, venue, health department, fire department, tax, licensing, insurance, labeling, safety, and product-specific requirements that apply to Vendor's business, products, services, employees, contractors, booth, and sales activity. This Agreement is intended to apply broadly across events in the United States, but local and state laws may vary.

Vendor must obtain, maintain, carry, and display all required permits, licenses, sales tax certificates, resale certificates, health permits, food permits, fire permits, business licenses, insurance certificates, and approvals required by the applicable state, city, county, venue, or authority.

If a sales tax certificate or similar tax authorization is required by the applicable state or local authority, Vendor must have it available and/or displayed as required by law and event rules.

VENDORS ONLY

Failure or refusal to possess, provide, or properly display required documentation may result in immediate removal from the event without refund, assessment of the $100 non-compliance fee to the extent permitted by law, and denial of participation in future events.

Organizer may request proof of permits, licenses, tax certificates, insurance, health approvals, or compliance documentation before or during the event. If Vendor cannot provide required documentation, fails verification, refuses to display required permits, or is found operating without required legal authority, Vendor may be denied entry or removed without refund and may be treated as a no-show or noncompliant vendor for accountability purposes.

10. Food, Beverage, Cottage Food, and Consumable Vendor Requirements

Food, beverage, cottage food, baked goods, samples, drinks, packaged food, prepared food, temperature-controlled items, and consumable products may require additional approval, permits, labeling, inspections, food handler credentials, health department compliance, or venue approval. Vendor is solely responsible for determining and satisfying all applicable requirements before selling, sampling, distributing, or preparing food or beverages.

Food Vendors must follow all applicable rules related to health permits, cottage food laws, food handler cards, approved food sources, labeling, allergens, ingredient disclosure, temperature control, cold holding, hot holding, handwashing, glove use, sanitation, packaging, storage, sampling, wastewater, grease disposal, and customer safety. Vendor may not dump water, grease, ice, food waste, gray water, liquids, or trash on the property, in landscaping, in parking lots, in storm drains, in restrooms, or in unauthorized containers.

Organizer may require Food Vendors to stop selling, sampling, preparing, or displaying items if Organizer believes the setup is unsafe, noncompliant, unsanitary, misleading, improperly labeled, lacking required permits, or creating risk for attendees, the venue, Organizer, or other vendors. Removal or restriction for food safety or compliance reasons does not entitle Vendor to a refund.

11. Insurance and Vendor Responsibility Area

Organizer may carry event-related insurance; however, Organizer’s insurance does not insure, defend, protect, or cover individual vendors, vendor products, vendor property, vendor employees, vendor contractors, vendor negligence, vendor tents, vendor inventory, vendor sales, vendor claims, vendor disputes, vendor injuries, vendor property damage, vendor food safety issues, or lawsuits against Vendor.

Vendor is responsible for Vendor’s assigned booth space, Vendor’s setup, Vendor’s products, Vendor’s equipment, Vendor’s conduct, Vendor’s staff, Vendor’s customers, and the area immediately surrounding Vendor’s booth, including two feet on each side when applicable or as otherwise instructed. Vendor is encouraged and may be required to carry general liability insurance, product liability insurance, food liability insurance, auto insurance, workers’ compensation, or other coverage appropriate for Vendor’s business and risk level.

Organizer may require proof of insurance and may require Vendor to name Last Call Gift Haul, the venue, the property owner, the property manager, sponsors, partners, affiliates, employees, and

VENDORS ONLY

agents as additional insureds. Failure to provide required proof of insurance may result in denial, removal, cancellation, or nonparticipation without refund.

12. ADA, Accessibility, and Public Access

Vendor acknowledges that events may be held outdoors or in temporary event spaces where layouts, surfaces, parking, entrances, restrooms, walkways, and access points may vary by venue. Vendor is responsible for setting up and operating Vendor's booth in a safe, professional, and accessible manner that does not create barriers, trip hazards, blocked routes, or unsafe conditions.

Vendor may not block, narrow, restrict, or interfere with accessible parking spaces, ramps, curb cuts, entrances, exits, sidewalks, walkways, drive aisles, fire lanes, accessible routes, storefront access, neighboring businesses, or areas designated by Organizer, the venue, property owner, fire marshal, law enforcement, or applicable authority. Vendor's tables, cords, racks, signs, displays, samples, checkout lines, merchandise, tent weights, and customer interaction areas must remain within the assigned space and must not interfere with public access.

Last Call Gift Haul, the venue, property owner, property manager, sponsors, partners, employees, agents, and affiliates are not responsible for providing Vendor-specific equipment, utilities, ramps, tables, chairs, staff, interpreters, unloading assistance, transportation, technology, power, water, Wi-Fi, special booth modifications, or special placement unless expressly agreed in writing or required by applicable law. Vendors requesting a reasonable modification related to their own participation must submit the request in writing as early as possible; late, verbal, or day-of requests may not be possible due to site limitations, safety requirements, venue rules, staffing limits, layout restrictions, or the temporary nature of the event.

13. Liability, Indemnification, Defense, and Hold Harmless

To the fullest extent allowed by law, Vendor agrees to indemnify, defend, release, and hold harmless Last Call Gift Haul, the venue, the property owner, the property manager, employees, agents, sponsors, partners, affiliates, contractors, volunteers, representatives, successors, and assigns from and against any claims, demands, damages, fines, losses, injuries, lawsuits, liabilities, penalties, costs, chargebacks, attorney's fees, cleanup costs, repair costs, or expenses arising out of or related to Vendor's participation.

This includes, but is not limited to, claims connected to Vendor's booth, products, services, food, beverages, samples, signage, displays, tent, weights, generators, cords, batteries, equipment, employees, contractors, guests, customers, pets, children, vehicles, loading, unloading, setup, teardown, marketing claims, intellectual property, permits, taxes, licensing, sales activity, conduct, negligence, noncompliance, or violation of law.

Vendor accepts full responsibility for Vendor's own business activity and understands that participation in an event does not shift Vendor's legal, financial, operational, tax, insurance, product, safety, employment, or customer-service responsibilities to Organizer, the venue, property owner, sponsors, or partners.

VENDORS ONLY

14. Property Damage and Venue Protection

Vendor is liable for any damage caused by Vendor, Vendor's employees, contractors, guests, equipment, tent, weights, vehicles, products, signs, displays, generators, cords, grease, water, trash, adhesives, or materials. This includes damage to pavement, concrete, grass, turf, landscaping, irrigation, buildings, glass, windows, doors, fixtures, lighting, parking lots, signs, sidewalks, fencing, restrooms, electrical systems, plumbing, neighboring property, and venue-owned or business-owned equipment.

Vendor may not use tape, nails, screws, staples, hooks, paint, chalk, adhesives, zip ties, stakes, or hanging materials on property unless expressly approved in writing. Vendor may not move venue furniture, block business operations, alter landscaping, access restricted areas, or use property equipment without written permission.

Vendor must leave the assigned area clean and in the same or better condition than received. Organizer may charge Vendor for cleanup, repair, replacement, labor, property owner charges, venue fines, or damage-related costs, and Vendor agrees to pay such charges upon request.

15. Weather, Cancellation, Rescheduling, Relocation, and Force Majeure

Events may be held rain or shine unless Organizer decides otherwise. Organizer may delay, modify, relocate, reschedule, shorten, extend, cancel, or change the event, vendor layout, venue, booth placement, event hours, load-in process, or operating requirements due to weather, wind, heat, cold, lightning, flooding, venue issues, property owner requirements, safety concerns, low registration, emergency, illness, government action, permitting issues, acts of God, public safety matters, or circumstances outside Organizer's control.

Severe weather, wind, excessive heat, cold, or unsafe conditions may result in cancellation, delay, early closure, layout changes, or rescheduling at Organizer's discretion. Rescheduling is not guaranteed, venues are not guaranteed, and replacement dates or credits are not guaranteed unless expressly announced by Organizer in writing for the specific event.

All vendor fees are non-refundable unless Organizer states otherwise in writing for a specific event. Organizer may offer credits, transfers, replacement dates, or other accommodations at its sole discretion, but Vendor is not entitled to a refund or credit due to weather, failure to prepare, inability to attend, denied equipment, late arrival, low sales, low attendance, relocation, venue change, or event modification.

16. Payment, Fees, Applications, Refunds, and Chargebacks

Vendor fees vary by event and are stated in the event-specific application, invoice, listing, email, website, or written correspondence. Space is not held until payment is received and confirmed unless Organizer states otherwise in writing. There is no application fee; however, a free application does not guarantee approval, acceptance, category availability, placement, or space.

VENDORS ONLY

Organizer may approve, deny, prioritize, waitlist, or remove applications for any lawful reason, including event fit, category mix, space limits, product type, legal compliance, risk level, past conduct, vendor history, venue restrictions, timing, duplication, safety, or operational needs. Organizer may offer different pricing, discounts, packages, credits, upgrades, or promotional opportunities based on lawful business factors and without unlawful discrimination.

All vendor fees are non-refundable unless expressly stated otherwise in writing. Returned or disputed payments may incur a $75 fee. Vendor agrees not to file false, misleading, or improper chargebacks for approved vendor fees, attended events, missed events, non-refundable payments, denied participation due to Vendor noncompliance, or services made available under this Agreement. If Vendor initiates an improper chargeback after signing or accepting this Agreement, Organizer may pursue recovery of the original fee, chargeback costs, administrative costs, collection costs, attorney's fees, and additional damages to the fullest extent allowed by law.

17. No-Shows, Late Arrival, Early Departure, and Vendor Accountability

Vendor acknowledges that vendor attendance is a central part of the event experience, public marketing, venue relationship, customer experience, partnership expectations, and the success of other vendors. A no-show, late arrival, unapproved absence, incomplete setup, or early departure can damage the event's appearance, customer trust, Organizer's reputation, venue relationships, and the overall vendor community.

Vendor may be denied entry if Vendor does not arrive by the listed arrival time, setup deadline, or written check-in window. Late arrival, missed setup, failure to check in, or failure to comply with load-in instructions does not entitle Vendor to a refund, credit, transfer, or special placement. Vendor may not pack up early or leave before the approved breakdown time without written approval from Organizer.

A no-show or unapproved absence may result in removal from future events, loss of priority, denial of future applications, and liquidated damages or accountability fees up to three times the vendor fee to the fullest extent allowed by law, plus any collection costs, court costs, attorney's fees, or venue-related damages.

Vendor agrees that such accountability exists because the event is built around vendor participation and public representation.

18. Vendor Conduct and Professional Standards

Vendor must conduct themselves professionally, respectfully, honestly, and safely at all times. Harassment, threats, fighting, intimidation, discrimination, aggressive sales tactics, disruptive behavior, profanity toward staff or attendees, public arguments, intoxication, illegal drug use, unsafe behavior, or conduct that damages the reputation of Organizer, the venue, business partners, sponsors, attendees, or other vendors is prohibited.

Vendor may not smoke, vape, consume alcohol, use illegal substances, play amplified sound, conduct loud demonstrations, block other vendors, interfere with customers, solicit outside assigned

VENDORS ONLY

areas, distribute unapproved materials, or create disturbances unless expressly approved in writing and allowed by the venue. Vendor must follow all instructions from Organizer, venue representatives, property owners, security, fire marshal, law enforcement, and applicable authorities.

Organizer may remove Vendor without refund for misconduct, unsafe setup, noncompliance, unauthorized products, property damage, legal violations, aggressive behavior, reputational harm, failure to follow instructions, or any conduct Organizer determines to be harmful to the event, public, venue, partners, or vendor community.

POOR OR UNACCEPTABLE SETUPS

Last Call Gift Haul is marketed as an organized public shopping experience. Vendors are expected to arrive prepared and present a reasonably professional setup appropriate for the products or services being offered.

Examples of unacceptable setups may include:

• Arriving without required tables, tent, weights, displays, or equipment
• Unsafe or unsecured tents
• Products primarily displayed in shipping boxes or inappropriate containers
• Excessive clutter
• Dirty or unsanitary displays
• Empty or substantially incomplete booths
• Displays extending substantially outside the assigned space
• Displays creating trip hazards
• Poorly secured merchandise or signage
• Setups that obstruct neighboring vendors
• Setups that violate venue requirements
• Refusal to correct reasonable setup concerns identified by Organizer

Organizer may require immediate correction of an unacceptable setup.

A Vendor who arrives with a materially incomplete or unacceptable setup and fails or refuses to correct it may be denied participation or removed.

A $100 accountability fee may be assessed for a qualifying no-show or materially deficient setup as described in this Agreement, to the extent permitted by applicable law.

The Vendor may also be banned from future events.

19. Trash, Cleanup, Waste, and Environmental Responsibility

Vendor is responsible for keeping Vendor’s space clean during the event and removing all trash, packaging, boxes, product waste, food waste, signage, zip ties, tape, display materials, samples, broken items, liquids, grease, and personal property at the end of the event. Vendor must bring trash bags and may be required to take trash offsite.

VENDORS ONLY

Vendor may not dump liquids, grease, ice, food waste, wastewater, gray water, chemicals, packaging, or trash on the ground, in landscaping, in parking lots, in restrooms, in storm drains, in business dumpsters, or in venue containers unless expressly permitted. Food and beverage vendors must follow all applicable disposal and sanitation requirements.

Vendor may be charged cleanup fees, waste disposal fees, repair fees, venue fines, labor charges, or property owner charges if Vendor leaves trash, damages property, dumps waste improperly, or fails to restore the space. Failure to leave a clean space may also impact future approval.

20. Marketing, Media Release, and No Guarantee of Sales

Vendor grants Organizer, Last Call Gift Haul, Event Owner, the venue, sponsors, partners, affiliates, and authorized representatives permission to use Vendor's business name, logo, likeness, booth photos, product photos, social media handles, tags, website links, event photos, video footage, testimonials, display images, and event participation for marketing, advertising, recap content, announcements, social media, email campaigns, printed materials, websites, directories, press, and promotional purposes without additional compensation.

Vendor understands that Organizer may promote the event through social media, email, flyers, printed announcements, partnerships, websites, directories, local media, radio, sponsor channels, signage, public relations, or other marketing methods. Marketing efforts, vendor fees, public announcements, partnerships, or event promotion do not guarantee attendance, sales, revenue, profit, leads, exposure, customer traffic, weather, placement, or vendor success.

Vendor is responsible for promoting Vendor's own participation, inviting customers, preparing inventory, pricing appropriately, creating an attractive setup, engaging professionally, and operating Vendor's business effectively. Vendor may not claim Organizer guaranteed any specific sales, attendance, visibility, traffic, or financial outcome unless such guarantee is expressly stated in writing by Organizer.

21. Security, Personal Property, and Assumption of Risk

Vendor is responsible for Vendor's own inventory, cash, payment devices, displays, supplies, equipment, signage, tent, weights, vehicles, products, samples, personal belongings, and valuables at all times. Organizer, the venue, property owner, sponsors, partners, employees, agents, and affiliates are not responsible for theft, loss, damage, weather damage, vandalism, breakage, customer disputes, unattended items, misplaced property, or vendor-owned equipment.

Overnight storage is not allowed unless expressly approved in writing. If overnight storage is approved, Vendor assumes all risk of loss, damage, theft, weather, vandalism, and property exposure. Approval to leave items onsite does not create a bailment, storage agreement, security obligation, or insurance obligation for Organizer or the venue.

Vendor participates voluntarily and assumes the ordinary risks associated with outdoor events, temporary events, business property, crowds, weather, uneven surfaces, loading, unloading, parking,

VENDORS ONLY

equipment use, public interaction, and retail sales. Vendor is responsible for securing appropriate insurance and safety practices for Vendor's business.

22. Restrooms, Indoor Access, and Venue Facilities

Vendor understands that participation in an event does not grant access to the business' interior, private offices, storage rooms, employee areas, kitchens, restrooms, breakrooms, utilities, equipment, Wi-Fi, water, electrical outlets, or other facilities unless expressly authorized in writing. Restroom availability may vary by event and venue.

GAS POWERED GENERATORS MAY NOT BE USED BY TENT VENDORS.

If restrooms are available, Organizer may specify whether they are available to vendors, attendees, staff, or all event guests. Vendor must follow all restroom, facility, access, and property rules issued by Organizer, the venue, or property owner.

Unauthorized entry into restricted areas, misuse of facilities, interference with business operations, use of employee-only areas, or unauthorized use of utilities may result in removal without refund and may result in additional charges or future denial.

23. Right to Deny, Remove, Relocate, or Restrict Vendor

Organizer reserves the right to deny, remove, relocate, restrict, suspend, or refuse Vendor participation without refund for unsafe setup, unauthorized products, misconduct, missing permits, lack of insurance, blocked access, generator issues, property damage, failure to follow instructions, violation of law, nonpayment, chargebacks, misrepresentation, no-show history, late arrival, reputational harm, venue objection, category conflict, or operational concerns.

Organizer may also make decisions based on safety, layout, accessibility, event flow, public experience, weather, venue requirements, partner obligations, property owner instructions, category mix, past vendor conduct, and the best interest of the event. Organizer's approval of Vendor for one event does not guarantee approval for future events.

Vendor agrees that Organizer may take immediate action when necessary to protect attendees, vendors, property, public access, the venue, event partners, Organizer's reputation, or legal compliance. Vendor must comply promptly with any instruction to move, modify, stop selling, stop operating, or leave the premises.

24. Independent Contractor Relationship

Vendor is an independent business and is not an employee, partner, agent, representative, franchisee, joint venturer, or contractor of Organizer, Last Call Gift Haul, Event Owner, the venue, property owner, sponsors, or partners. Vendor has no authority to bind, represent, obligate, speak for, or act on behalf of Organizer or any event partner.

VENDORS ONLY

Vendor is solely responsible for Vendor's taxes, permits, employees, contractors, insurance, products, pricing, inventory, operations, sales, customer service, refunds, disputes, income, expenses, and legal compliance. Vendor is not entitled to wages, benefits, reimbursements, unemployment coverage, workers' compensation coverage, or employment protections from Organizer.

Nothing in this Agreement creates a lease, tenancy, employment relationship, agency relationship, partnership, franchise, or continuing business relationship. Vendor's participation is limited to the specific approved event or events and is subject to Organizer's written approval and rules.

25. Vendor Representations and Warranties

Vendor represents and warrants that all information submitted to Organizer is true, accurate, complete, and not misleading. Vendor further represents that Vendor has the authority to enter into this Agreement, operate Vendor's business, sell Vendor's products or services, use Vendor's business name, use Vendor's branding, and participate in the event.

Vendor represents that Vendor's products, services, displays, labels, claims, marketing materials, photos, logos, and sales practices do not infringe on the trademarks, copyrights, trade dress, patents, publicity rights, privacy rights, or intellectual property rights of another person or business. Vendor also represents that Vendor's products and services comply with applicable laws and do not create unreasonable risk to the public.

If any representation becomes inaccurate, Vendor must notify Organizer in writing immediately. Organizer may deny, remove, suspend, or cancel Vendor participation without refund if Vendor misrepresents information, omits material facts, submits false documents, violates legal requirements, or creates risk for Organizer, the venue, partners, attendees, or other vendors.

26. Confidentiality, NDA, and Internal Information

Vendor may receive private, confidential, or non-public information from Organizer, including but not limited to event layouts, vendor lists, pricing, marketing plans, sponsor information, internal processes, venue contacts, partner communications, approval decisions, dispute handling, private messages, business strategies, and unpublished event details. Vendor agrees to keep such information confidential and not disclose, copy, publish, sell, misuse, or distribute it without written permission.

This confidentiality obligation does not prevent Vendor from complying with law, responding to a lawful subpoena, reporting unlawful conduct to the appropriate authority, seeking legal advice, or sharing information with Vendor's own attorney, accountant, insurer, or business advisor who has a legitimate need to know. Public event details that Organizer has already published are not considered confidential.

Violation of this section may result in denial from future events, removal from current events, loss of vendor privileges, legal action, injunctive relief, damages, attorney's fees, and any other remedies available under applicable law.

VENDOR ONLY

27. Non-Disparagement, Defamation, Complaints, and Resolution Process

Vendor agrees to bring complaints, concerns, disputes, accusations, safety issues, refund requests, placement concerns, or event-related dissatisfaction to Organizer in writing before making knowingly false, misleading, harassing, threatening, defamatory, or malicious public statements about Organizer, Last Call Gift Haul, Event Owner, the venue, property owner, sponsors, partners, employees, agents, attendees, or other vendors.

Vendor may submit complaints to larayevents@yahoo.com with the event name, date, vendor name, facts, documentation, requested resolution, and contact information. Organizer will have up to 90 days to review, investigate, respond to, and/or attempt to resolve the complaint, depending on the nature of the issue, the need to contact third parties, venue involvement, documentation, legal review, or operational complexity.

Nothing in this Agreement prohibits Vendor from making truthful statements, leaving lawful reviews, reporting unlawful conduct, participating in legal proceedings, contacting government agencies, or exercising rights protected by law. However, Organizer reserves the right to pursue legal remedies for false statements, defamation, harassment, tortious interference, threats, public misinformation, confidential information leaks, or conduct intended to harm Organizer's business, events, venue relationships, sponsors, partners, or vendor community.

28. Non-Circumvention, Event Interference, and Relationship Protection

Vendor agrees not to use confidential information, vendor lists, private venue contacts, unpublished partner contacts, internal pricing, event layouts, sponsor information, or proprietary event concepts obtained through Last Call Gift Haul participation to intentionally bypass, interfere with, undermine, copy, solicit, or damage Organizer's active events, venue relationships, sponsor relationships, vendor relationships, or business opportunities.

Vendor may not falsely represent affiliation with Last Call Gift Haul, the venue, sponsors, or partners, and may not use Organizer's name, logo, event name, vendor list, private communications, or marketing materials to create confusion, solicit vendors away from an active event, interfere with an announced event, or mislead the public. This section is intended to protect confidential relationships, active event operations, and business goodwill, not to unlawfully restrict Vendor's ordinary business.

Any restriction in this section shall apply only to the fullest extent permitted by applicable law and shall be interpreted as narrowly as necessary to be enforceable. If a court or authority finds any portion too broad, the parties agree that it may be limited or modified to the maximum enforceable scope rather than voiding the entire section.

29. Intellectual Property and Use of Last Call Gift Haul Branding

Last Call Gift Haul, event names, logos, graphics, website content, vendor materials, announcements, templates, layouts, marketing copy, photos, designs, and branded materials may be protected by trademark, copyright, trade dress, or other intellectual property rights. Vendor may

VENDORS ONLY

not copy, modify, reuse, sell, distribute, recreate, or use Organizer's intellectual property without written permission.

Vendor may share approved public event flyers, announcements, social media posts, and marketing materials for the purpose of promoting Vendor's participation in the event. Vendor may not alter official materials in a misleading way or suggest sponsorship, partnership, exclusivity, employment, endorsement, or agency status unless Organizer has confirmed such relationship in writing.

Vendor grants Organizer permission to use Vendor's submitted logos, photos, business name, product images, website links, and social media handles for event-related marketing, directories, recaps, sponsor materials, promotions, and public announcements. Vendor represents that Vendor has the right to provide those materials and will indemnify Organizer for any intellectual property claims related to Vendor-provided content.

30. Governing Law, Venue, Disputes, and Attorney's Fees

Unless otherwise stated in writing for a specific event, this Agreement shall be governed by the laws of the state where the event is held, without regard to conflict-of-law principles. If Organizer provides a separate governing law or venue provision for a specific event, that written event-specific provision will control.

Any legal claim, dispute, collection matter, chargeback recovery, damage claim, no-show accountability matter, or enforcement action may be brought in the appropriate court or venue allowed by applicable law. Vendor agrees that Organizer may pursue all available legal and equitable remedies, including damages, injunctive relief, collection costs, court costs, attorney's fees, and other relief available under law.

If any portion of this Agreement is found invalid, unlawful, or unenforceable, the remaining sections shall remain in full force and effect. The invalid section shall be modified to the minimum extent necessary to make it enforceable, if allowed by law.

31. Entire Agreement, Updates, and Electronic Acceptance

This Agreement, together with event-specific written correspondence, welcome emails, invoices, applications, maps, written instructions, venue rules, and written updates, forms the entire agreement between Vendor and Organizer regarding Vendor's participation. This Agreement supersedes prior verbal discussions, casual messages, assumptions, or understandings that are not confirmed in writing.

Organizer may update vendor rules, event instructions, layouts, setup requirements, safety requirements, venue rules, parking instructions, booth placement, and operational policies as needed. Vendor is responsible for reviewing and following the most current written instructions provided for each event.

Electronic signature, typed name, checkbox acceptance, email confirmation, payment, application submission, written approval, or physical attendance at the event may serve as acceptance of this

VENDORS ONLY

Agreement. Vendor acknowledges that Vendor has read, understands, and agrees to the terms of this Agreement.

32. Vendor Acknowledgment

By signing electronically during application submission, submitting payment, submitting a paper application, accepting approval, or participating in an event, Vendor acknowledges that Vendor has read and agrees to this Agreement. Vendor understands that Vendor space may include no utilities, no electricity, no water, no Wi-Fi, no tables, no chairs, no tents, no lighting, no refrigeration, no restroom access, no indoor access, and no special accommodations unless expressly stated in writing or required by applicable law.

Vendor further acknowledges that Vendor is responsible for Vendor's permits, taxes, insurance, setup, safety, equipment, products, staff, conduct, cleanup, legal compliance, and business operations, and Laray Event Management is not responsible for educating Vendor on requirements. Vendor agrees to indemnify, defend, release, and hold harmless Organizer and all protected parties to the fullest extent allowed by law.

Minuteman Press TYLER
WE DESIGN, PRINT & PROMOTE...YOU!
Your Local 1 Stop Shop for
PRINT & PROMOTIONAL NEEDS
DESIGN • PRINT • PROMOTE