

HOUSTON COMEDY FILM FESTIVAL

VENDOR PARTICIPATION AGREEMENT | 2026

EVENT: Houston Comedy Film Festival

VENUE: The Deluxe Theatre | 3303 Lyons Ave, Houston, TX 77020

DATES: October 10-11, 2026

MARKETPLACE HOURS: 10:00 AM-5:00 PM each day, unless otherwise directed

This Vendor Participation Agreement ("Agreement") is entered into by The Bolanle Group, LLC ("Organizer") in connection with the Houston Comedy Film Festival ("Festival") and the undersigned vendor ("Vendor"). Vendor agrees to the following terms as a condition of participating in the Festival marketplace or related vendor area.

VENDOR & PARTICIPATION INFORMATION

Business / Brand Name: _____

Vendor Contact: _____

Email / Phone: _____

Participation: ☐ Saturday, Oct. 10 ☐ Sunday, Oct. 11 ☐ Both Days

Vendor Type: ☐ General / Retail ☐ Food / Beverage ☐ Promotional / Service

Fee: Standard vendor fee: \$150 per day, unless another amount is stated on Vendor invoice/order

Products / Services to be Offered: _____

Special Needs / Power Request: _____

1. FEES; FINAL SALE; NO REFUNDS

Vendor fees are due in full before participation is confirmed. ALL VENDOR FEES ARE NON-REFUNDABLE AND NON-TRANSFERABLE unless Organizer expressly agrees otherwise in writing. Vendor is responsible for any additional approved charges, equipment, permits, power, insurance, staffing, travel, inventory, taxes, or other operating expenses. Vendor understands that payment reserves participation, not a guaranteed booth location, attendance level, sales volume, revenue, media coverage, or business results.

2. SPACE, SETUP & OPERATIONS

Organizer will assign Vendor space and may relocate or adjust placement as reasonably necessary for safety, crowd flow, production, or venue requirements. Vendor may not sublease, share, or transfer space without prior written approval. Vendor must remain within the assigned footprint, maintain a clean and professional display, secure its own property, and follow all load-in, load-out, parking, fire-code, electrical, and venue instructions provided by Organizer or venue personnel. Vendor must remove all property and trash at the end of its participation.

3. VENDOR RESPONSIBILITIES; PERMITS; TAXES

Vendor is solely responsible for its employees, contractors, inventory, equipment, transactions, pricing, receipts, customer service, sales tax, permits, licenses, and compliance with applicable federal, Texas, City of Houston, Harris County, health, fire, and safety requirements. Vendor represents that all goods and services offered are lawful, authentic, safe, and do not infringe the rights of others. Vendor may not sell or distribute illegal, counterfeit, unsafe, obscene, discriminatory, or otherwise prohibited items, nor conduct raffles, gambling, regulated sales, or other restricted activity without all required approvals and Organizer consent.

4. FOOD & BEVERAGE VENDORS

Any Vendor serving or sampling food or beverages is solely responsible for required health permits, food-handler requirements, temperature control, sanitation, allergen disclosures, fire safety, waste disposal, and any other regulatory requirement. Open flame, propane, generators, cooking equipment, or alcohol may not be used, served, or sold without advance written approval from Organizer and any required venue or governmental authorization. Organizer may require proof of permits or insurance before setup.

5. CONDUCT; SAFETY; RIGHT OF REMOVAL

Vendor and its staff must act professionally and must not obstruct aisles, harass attendees, create excessive noise, damage property, interfere with screenings, panels, sponsors, neighboring vendors, or Festival operations, or engage in unsafe conduct. Organizer may immediately suspend or remove Vendor, Vendor staff, products, signage, or equipment for safety concerns, rule violations, misrepresentation, nonpayment, unlawful activity, or conduct Organizer reasonably determines is disruptive to the Festival. Removal under this section does not create a right to a refund.

6. LOSS, THEFT, PROPERTY DAMAGE & ASSUMPTION OF RISK

Vendor participates at its own risk and is responsible for safeguarding its cash, inventory, equipment, technology, vehicles, and personal property. To the fullest extent permitted by law, Organizer is not responsible for theft, loss, weather-related damage, attendee conduct, vendor-to-vendor disputes, interruption of utilities or connectivity, or damage to Vendor property except to the extent caused by Organizer's gross negligence or willful misconduct. Vendor is responsible for damage caused by Vendor or its staff to the venue, Festival property, or third-party property.

7. INDEMNIFICATION

To the fullest extent permitted by law, Vendor agrees to defend, indemnify, and hold harmless The Bolanle Group, LLC, the Houston Comedy Film Festival, the venue/property interests, and their respective owners, officers, directors, employees, contractors, agents, and representatives from third-party claims, liabilities, damages, losses, penalties, judgments, and reasonable legal fees arising out of Vendor's products, services, operations, employees, contractors, acts or omissions, bodily injury, property damage, regulatory violations, or alleged infringement of intellectual-property rights, except to the extent caused by the indemnified party's gross negligence or willful misconduct.

8. INTELLECTUAL PROPERTY; BRANDING; MEDIA

Vendor may use Festival names, logos, and marks only with prior approval and solely to promote its authorized participation. Vendor grants Organizer a limited, non-exclusive, royalty-free right to use Vendor's business name, approved logo, booth/display images, and publicly provided promotional materials to identify and promote Vendor's Festival participation. Vendor acknowledges that the Festival may be photographed, filmed, livestreamed, or otherwise recorded and consents to incidental capture of Vendor's booth, staff, signage, and activities in Festival promotional or archival media, without additional compensation.

9. CANCELLATION, DELAY & FORCE MAJEURE

Organizer may modify hours, layout, programming, access, or vendor operations when reasonably necessary. Organizer will not be liable for delay, interruption, relocation, or cancellation caused by weather, fire, utility failure, public emergency, governmental action, civil disturbance, labor disruption, acts of God, venue unavailability, or other circumstances beyond Organizer's reasonable control. If the Festival is postponed, Organizer may apply Vendor's participation to the rescheduled date. Any refund, credit, or transfer in an exceptional circumstance is solely as stated by Organizer in writing.

10. INDEPENDENT BUSINESS RELATIONSHIP

Vendor is an independent business and not an employee, partner, joint venturer, franchisee, or agent of Organizer. Vendor has no authority to bind Organizer. Vendor is solely responsible for wages, taxes, insurance, workers' compensation, and other obligations relating to Vendor's personnel. Nothing in this Agreement creates exclusivity unless stated in a separate written agreement.

11. CONFIDENTIALITY & FESTIVAL INFORMATION

Vendor must protect any non-public operational, security, pricing, attendee, sponsor, partner, or business information Organizer identifies or reasonably treats as confidential and may use such information only for Vendor's authorized Festival participation. This obligation does not apply to information that becomes public through no wrongful act of Vendor.

12. DISPUTES; TEXAS LAW; MEDIATION

This Agreement is governed by Texas law. The parties consent to jurisdiction in Harris County, Texas. Before filing an adjudicative action relating to this Agreement, the parties agree to make a good-faith effort to resolve the dispute through neutral mediation, except that either party may seek temporary or emergency relief when legally appropriate.

13. ENTIRE AGREEMENT; WRITTEN CHANGES; SEVERABILITY

This Agreement, together with Vendor's invoice/order, written Festival instructions, and any signed addendum, states the parties' agreement regarding Vendor participation. Any material change must be in writing and approved by Organizer. If any provision is held unenforceable, the remaining provisions remain in effect. A waiver on one occasion is not a continuing waiver. Electronic signatures and counterparts are permitted and have the same effect as originals.

VENDOR ACKNOWLEDGMENT: By signing below, Vendor confirms that it has read this Agreement, understands the Festival rules, accepts the no-refund policy, and has authority to bind the Vendor business listed above.

VENDOR

Authorized Signature: _____
Printed Name / Title: _____
Date: _____

ORGANIZER

Authorized Signature: _____
Roselyn Omaka, Founder / Authorized Representative
Date: _____