

2024 HBCU CLASSIC VENDOR CONTRACT

Astros Foundation Cactus Jack HBCU Classic
February 16 – February 18, 2024
Minute Maid Park
Houston, Texas

THE ASTROS
FOUNDATION



ASTROS OFFICE USE ONLY:

Date Received: _____ Time: _____

Date Assigned: _____ # of booths: _____

Payment Amount: _____

Check #/CC Type: _____

Approved by: _____

Full Payment is due with all contracts pending approval.

TYPE OR PRINT YOUR COMPANY INFORMATION CLEARLY

This information will be used for show correspondence. Company name, website, product/service, and booth number will be listed in the vendor directory.

All vendors will be required to submit a Certificate of Insurance (Appendix A & B) and sign a copy of the On-Site Agreement.

Company: _____

Contact Person: _____ Title: _____

Street Address: _____

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

Phone: _____ Fax: _____ E-mail: _____

Description of product / Service wishing to sell and/or display: _____

VENDOR SPACE(S) ASSIGNED BY ASTROS: _____

Booth Size & Pricing:

(A) 10 ft. X 10 ft. – (1) 6 ft. table + black linen + (2) banquet chairs + (4) Booth/Vendor Badges - \$400.00

(B) 10 ft. X 20 ft. – (2) 6 ft. tables + black linen + (4) banquet chairs + (4) Booth/Vendor Badges - \$600.00

Number/Size of booth(s) purchased (i.e., 2xA or 1xB): _____ Total Due: \$ _____

Payment Method: Check Enclosed Visa Master Card American Express Discover

Credit Card #: _____ Exp. Date _____ / _____ V-Code: _____

The undersigned hereby agrees to abide by the HBCU Classic Terms and Conditions, and any rules or regulations set forth by Minute Maid Park. No exhibitor may sublet, assign, or share any part of the space allocated without written consent of the Astros Foundation.

Authorized Signature _____ Date _____

Scan/Email or Mail this contract along with a copy of Vendor COI and CREDIT CARD INFORMATION or CHECK payable to The Astros Foundation.

foundation@astros.com; The Astros Foundation, P.O. Box 288, Houston, TX 77001

**ASTROS FOUNDATION
INSURANCE REQUIREMENTS FOR GENERAL EVENTS & CACTUS JACK HBCU CLASSIC**

CERTIFICATE OF INSURANCE - Vendors, Contractors and Subcontractors shall furnish to Astros Foundation proof in a form satisfactory of the existence of the insurance coverages and limits required upon execution of Agreement. The certificate of insurance should evidence Additional Insured, Waiver of Subrogation and Primary Non-Contributory endorsements. Patron agrees to carry and pay premiums and deductibles for insurance of the types and in the limits Astros Foundation deems sufficient for its protection as follows:

-Commercial General Liability	\$1,000,000 combined single limit, bodily injury, personal injury, and property damage, per occurrence; \$2,000,000 aggregate per location.
-Personal and Advertising Injury	\$1,000,000 per occurrence
-Employers' Liability	\$1,000,000 each accident/policy/employee
-Automobile Liability	\$1,000,000 combined covering all owned, non-owned, leased and hired vehicles
-Workers' Compensation	Texas Statutory Benefits
-Products and Completed Operations Liability	\$1,000,000 aggregate
-Fire Legal Liability	\$500,000 per fire
-Umbrella Liability	\$1,000,000 per occurrence and \$2,000,000 in the aggregate providing excess coverage over Employers' Liability, Commercial General Liability and Automobile Liability

Astros Foundation, Houston Astros, LLC and each of the foregoing, its parents, subsidiaries, and affiliated entities, and its and their directors, officers, members, managers, agents, representatives and employees and the Harris County-Houston Sports Authority shall be named as additional insured in policies listed above, except Workers' Compensation. A Waiver of Subrogation endorsement in favor of Astros Foundation, Houston Astros, LLC and each of the foregoing, its parents, subsidiaries, and affiliated entities, and its and their directors, officers, members, managers, agents, representatives and employees and the Harris County-Houston Sports Authority shall be issued on all policies. Umbrella follows form and extends over GL, Auto, and Employers' Liability. Each policy required shall contain an endorsement that it will be primary over any collectible insurance insuring Astros Foundation and Houston Astros, LLC.

All required insurance will be placed with carriers licensed to do business in the applicable State, have a rating in the most current edition of A.M. Best's Property Casualty Key Rating Guide that is reasonably acceptable to Astros Foundation and Houston Astros, LLC will be provided written notice of cancellation or non-renewal in accordance with policy provisions.

Below are links to recommendations for insurance companies that provide single-day/single event coverage:

[Concessionaires, Exhibitors & Vendors - K&K Insurance Group, Inc. \(www.kandkinsurance.com\)](http://www.kandkinsurance.com)

[Vendor Insurance | Protect Your Business & Booth | Buy Online \(www.americanspecialtyexpress.com\)](http://www.americanspecialtyexpress.com)

ON-SITE AGREEMENT

This Agreement ("Agreement") is entered into as of _____, (the "Effective Date") by and between [INSERT COMPANY NAME] ("Company"), having a place of business at [INSERT ADDRESS] and Astros Foundation ("Foundation"), having its principal place of business at Minute Maid Park, 501 Crawford, Houston, Texas 77002 ("Stadium"). Company and Foundation are referred to herein individually as a "Party" and collectively as the "Parties."

1. **ON-SITE ACTIVATIONS:** Foundation hereby grants Company the right to engage in the activities [DESCRIBE ACTIVITIES HERE: IF GREATER DETAIL IS REQUIRED OR THIS APPLIES TO MORE THAN ONE DATE/EVENT, ATTACH AN EXHIBIT HERE] ("On-Site Activations") to be held at the Stadium on [DAY, DATE] from [__: __.m.] CST and ending [DAY, DATE], 20__ at [__: __.m.] CST, subject to the terms and conditions of this Agreement. The set-up and take-down of all On-Site Activations shall be subject to Foundation's prior written approval.
2. **PROFESSIONAL STANDARDS:** Company shall conduct the On-Site Activations in a professional manner with regard for the safety of all persons, property, and the goodwill of Foundation and the Stadium. Company agrees to comply with all applicable laws, in performing any On-Site Activations, including, without limitation (i) fire, safety and building maintenance and operations, including the Americans with Disabilities Act, Pub. L. 101-336, as amended, and (ii) food and/or alcoholic or non-alcoholic beverage service, as applicable. At Company's own cost, Company shall apply for and secure any and all permits, licenses, or other consents which may be required for the performance of its obligations under this Agreement. If Company is a food or beverage service provider, Company has and will maintain an adequate food safety management system, a valid health certificate or equivalent, and will require ServSafe food service certification of management staff, or its equivalent, and employee training as part of an ongoing food service safety training program.
3. **CONCERNING EMPLOYEES OF FOUNDATION AND COMPANY:** Employees of either Party involved with this Agreement will be deemed employees of such Party and will not for any purpose be considered employees or agents of the other Party. Except as may otherwise be provided in this Agreement, each Party shall be solely responsible for the supervision and control of its employees and the payment of their salaries (including withholding of appropriate payroll taxes) and benefits. Company shall ensure that its employees engaged in the On-Site Activations (i) possess all permits or licenses required to carry out its obligations pursuant to this Agreement; and (ii) are qualified and experienced to render the On-Site Activations; and (iii) are qualified and experienced to render the Services and (iii) have not (i) tested positive for COVID-19 at any point in the previous 10 days or (ii) has exhibited symptoms of COVID-19 or any other communicable disease within the previous 10 days. Company agrees to comply, and shall cause its employees and contractors to comply, with all applicable laws regarding smoke-free and drug-free work places. In addition, Company will conduct a thorough background check on each staff member and/or subcontractor to confirm that the staff selected by Company meets all of the requirements imposed by this Agreement and applicable law. Company shall provide written notice to Foundation that each background check was performed. Company agrees that each background check shall include, without limitation, Social Security Number (SSN) Trace, Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Database, Federal Criminal), and National Sex Offender Registry. Company acknowledges that no credentials will be issued to its staff until a background check has been completed. Company agrees to immediately report to Foundation any allegations of misconduct pertaining to any staff engaged in On-Site Activations. Company acknowledges that they are accepting any risk to exposure with COVID-19 or any other communicable diseases to its Employees.
4. **SUBCONTRACTORS.** Company agrees that all subcontractors shall be subject to Foundation's prior written approval. Company shall require all subcontractors approved by Foundation in writing ("Approved Contractors") to comply with the Company's obligations under this Agreement, and shall further provide that the Owner is an intended express third party beneficiary of any such subcontract. Subcontractors shall have no direct contractual relationship with Company pursuant to this Agreement.
5. **DRUG FREE WORKPLACE COMPLIANCE:** Company agrees to comply with all applicable Laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that any of its staff engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way. Company will also require each member of the staff engaged in the On-Site Activations to pass a drug-screening test prior to their engagement in the On-Site Activations. Notwithstanding the foregoing, and at no cost, expense, or liability to Foundation, Company will require its staff to sign any waiver and release forms and other documents and/or submit to additional drug screening procedures as reasonably requested by Foundation and applied as part of a Foundation's policy with respect to its own staff.
6. **POLICIES:** Company shall cause its staff to abide by the policies established by Foundation, which policies are provided to Company in writing, are generally applicable to the public, including on signs at the Stadium, and/or are required by applicable Laws. Notwithstanding the foregoing, if in Company's commercially reasonable discretion any of the policies established by Foundation at the Stadium will prevent Company from complying with any of the standards set forth set forth in this Agreement, Company shall have the obligation to inform Foundation immediately and the Parties will confer in good-faith to amend or otherwise address such policies. Company shall at all times be solely responsible for engaging in the On-Site Activations according to the standards set forth in this Agreement.
7. **COMPANY PROPERTY:** Company shall be responsible for and/or provide any and all equipment or other property in connection with the On-Site Activations ("Company Property") unless Foundation agrees in writing to provide such equipment or other property. Company shall perform routine maintenance on the Company Property, including but not limited to, routine inspections, maintenance, and cleaning of the Company Property in compliance with all manufacturers' specifications, as applicable. Subject to written notice and a reasonable opportunity for retrieval, any Company Property left on the Premises without Foundation's prior written authorization shall be deemed abandoned. Foundation shall have the right to retain such abandoned property and either store or dispose of it at Company's cost.
8. **INDEMNIFICATION:** COMPANY SHALL PROTECT, DEFEND, REIMBURSE, INDEMNIFY AND HOLD FOUNDATION, HARRIS COUNTY-HOUSTON SPORTS AUTHORITY, ITS AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATED ENTITIES, AND EACH OF THEIR RESPECTIVE AGENTS, DESIGNEES, EMPLOYEES, OWNERS, DIRECTORS, OFFICERS AND ELECTED OFFICIALS (COLLECTIVELY, THE "INDEMNITEES") FREE AND HARMLESS AT ALL TIMES FROM AND AGAINST ALL CLAIMS, LIABILITIES, EXPENSES, LOSSES, COSTS, FINES, DAMAGES OR CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COSTS, WHETHER AT TRIAL OR APPELLATE LEVELS OR OTHERWISE (COLLECTIVELY, "LOSSES"), ARISING DURING, AS A RESULT OF OR IN CONNECTION WITH THE ON-SITE ACTIVATIONS AND/OR COMPANY'S USE OF THE STADIUM. COMPANY ASSUMES THE RISK ASSOCIATED WITH THE USE OF THE STADIUM AND AGREES TO HOLD THE INDEMNITEES FREE AND HARMLESS AT ALL TIMES

FROM AND AGAINST ALL LOSSES DUE TO ACTS, ERRORS OR OMISSIONS OF COMPANY, STAFF AND APPROVED SUBCONTRACTORS RESULTING IN BODILY INJURY, INCLUDING DEATH, OR DAMAGE TO COMPANY PROPERTY OR OTHER PROPERTY INCIDENT TO OR IN CONNECTION WITH THE COMPANY'S USE OF THE STADIUM. COMPANY'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL INCLUDE, WITHOUT LIMITATION, THE SOLE, CONTRIBUTORY OR CONCURRENT NEGLIGENCE OF THE INDEMNITEES. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THE INDEMNITY PROVIDED IN THIS SECTION IS AN AGREEMENT BY COMPANY TO INDEMNIFY AND PROTECT THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENT CONDUCT.

9. **TERMINATION:** Foundation shall have the right to terminate this Agreement if Company fails to perform any of its obligations under this Agreement and such failure continues uncured for a period of twenty-four (24) hours after written notice thereof is provided to Company. In addition, Foundation shall have the right to terminate this Agreement in connection with the cancelation by Foundation of any game or event at which the On-Site Activations are intended to be held; provided, Foundation shall use commercially reasonable efforts to provide notice of such cancelation to Company at least twenty-four (24) hours in advance of the canceled game or event.
10. **FORCE MAJEURE:** Except with respect to payment obligations, neither Foundation nor Company shall be liable for any failure to perform under this Agreement to the extent such failure has been occasioned by fire, embargo, Acts of God, epidemics, pandemics, war, or any other circumstances reasonably beyond that Party's control, including any delay, early termination, or cancellation of any game or event.
11. **PROFESSIONAL INSURANCE REQUIREMENTS:** Company agrees, at its sole expense, it will procure and will maintain in full force and effect so long as this Agreement shall remain effective, a Commercial General Liability Insurance Policy including but not limited to participant legal liability, contractual liability, personal injury liability, advertising injury liability, and products/completed operations liability with minimum limits of \$1,000,000 each occurrence and \$2,000,000 in the general aggregate; \$2,000,000 Products/Completed Operations Aggregate; Workers' Compensation in compliance with state statutory laws, including Employers' Liability; Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles with a minimum combined single limit of \$1,000,000 Each Accident; Umbrella Liability Insurance, in excess of Workers' Compensation, General Liability and Automobile with minimum limits of \$1,000,000 Each occurrence, \$2,000,000 General Aggregate; All-Risk Property Insurance covering merchandise, inventory, equipment, furniture, fixtures and any other property owned, leased, rented, borrowed or used by Company in a full replacement costs basis. Upon execution of this Agreement and Foundation's request during the Term, Company shall provide Foundation a certificate of insurance evidencing the same, and except for Workers' Compensation, such policies shall name the Indemnitees (as defined above) as additional insured, and a Waiver of Subrogation endorsement in favor of the Indemnitees shall be issued on all policies. Additionally, each of such policies shall contain an endorsement that it will be primary over other collectible insurance insuring the Indemnitees. All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification Foundation shall receive at least thirty (30) days written notice thereof. Company agrees Foundation may require other persons or members of the group and any Company, contractor or subcontractor engaged by Company to carry insurance and comply with the terms and conditions set forth herein.
12. **Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN CONFORMITY WITH THE LAWS OF THE STATE OF TEXAS (EXCLUSIVE OF CONFLICTS OF LAWS PRINCIPLES). ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT IN FEDERAL OR STATE COURT IN HARRIS COUNTY, TEXAS AND THE PARTIES HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH FORUM.** All notices, offers, consents, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be given personally, by messenger or delivered by registered or certified U.S. mail with return receipt requested, and addressed to the address of the intended recipient as set forth in this Agreement. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party (whether by transfer, sale of assets, merger, change in control of the Party or otherwise). This Agreement is made between independent contracting Parties hereto and does not constitute a partnership or joint venture between the Parties. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and may only be amended by a written agreement signed by the parties hereto. If any purchase order, invoice or other preprinted business form used by Foundation contains any provision which conflicts with a provision of this Agreement, then the provision of this Agreement shall control. No waiver of any provision of this Agreement shall be effective unless in writing signed by both parties, and waiver by any party of any of the terms and conditions of this Agreement in any instance shall not limit any other remedy, right or obligation of any party hereto. Foundation shall not be liable to the other for any indirect, incidental, special, punitive or consequential damages or lost profits in connection with or arising out of this Agreement or any breach or alleged breach thereof, regardless of the form of action or the basis of the claim or whether or not such party has been advised of the possibility of such damages.

[Insert Company Name]:

By: _____
Name: _____
Title: _____

Astros Foundation

By: _____
Paula Harris