

Dear Movies in the Square Applicant:

Frisco Square invites you to apply for participation in Movies in the Square to be held June 5, 12, 19, 26 and July 10, 17, 24, 31, 2009.

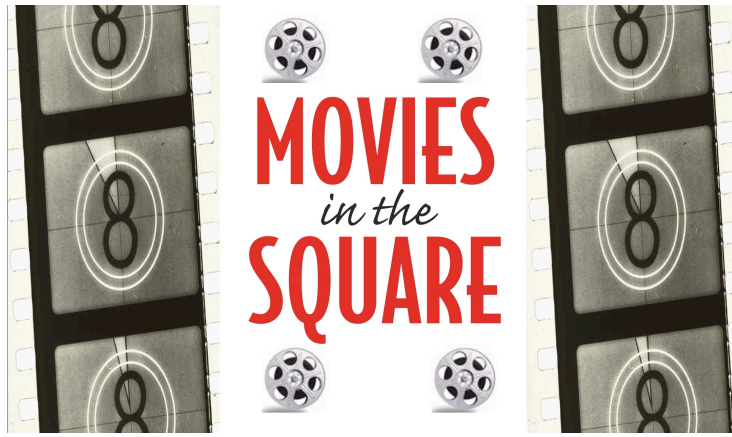
For an application to be considered, the following items must be completed and enclosed:

- 1) Application
- 2) Hold Harmless agreement
- 3) Photograph of your merchandise and/or display – digital photos and color photocopies are accepted or description of your menu with pricing.

**Incomplete forms will not be accepted.**

Applications and photographs become the property of Frisco Square. Movies in the Square will be shown on a 26' x 13' inflatable outdoor movie screen. There is no refund for inclement weather. If there is inclement weather vendors will be notified of the rain date if there is one. Frisco Square does not provide shelter from any weather conditions, e.g., sun, rain, wind, etc.

As a Frisco Square vendor, you must register by May 31, 2009 to participate. No vendor is allowed to set up until they have registered with the Frisco Square staff. Your table must be ready for business by 8:00pm each night and staffed until Movies in the Square closes at 11:00 pm. Absolutely no dogs, cats, or pets of any kind will be allowed with vendors on the Frisco Square grounds at any time.



**Official Vendor Application**

Please PRINT or TYPE neatly.

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website (if applicable): \_\_\_\_\_

\*Required: List items that you are displaying or selling during Movies in the Square in the space below. Please be specific and include price range.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Cash, cashier's checks, or money orders will be accepted no later than May 31, 2009. No personal checks will be accepted.**

**Miscellaneous Information:**

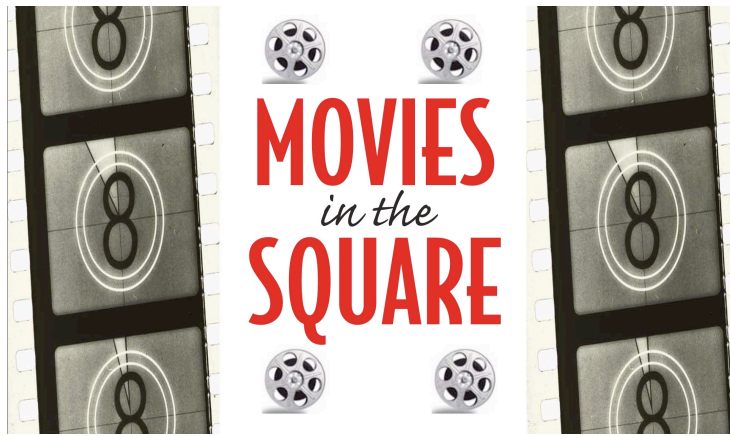
If there is inclement weather Frisco Square will notify each vendor of the rain date if there is one. Frisco Square will not assume responsibility for damage or theft of your property. Vendor is responsible for submitting all applicable taxes directly to the proper agency. **No electricity or water is available.** Generators must be very quiet (i.e. Honda). All sale and display items must be contained within assigned area.

Please note: Submission of an application does not guarantee acceptance. Frisco Square reserves the right to approve products. We will not offer any exclusives in products.

Movies in the Square Hours:	June 5	8:00 pm – 11:00 pm
	June 12	8:00 pm – 11:00 pm
	June 19	8:00 pm – 11:00 pm
	June 26	8:00 pm – 11:00 pm
	July 10	8:00 pm – 11:00 pm
	July 17	8:00 pm – 11:00 pm
	July 24	8:00 pm – 11:00 pm
	July 31	8:00 pm – 11:00 pm

Registration required before you set up  
Set up is 1 ½ hours prior to start time  
Vendors must be in place by 8 pm all dates.

Teardown begins at 11:00 pm and must be completed by Midnight.  
All trash must be disposed of as directed on trash receptacles.



**Vendor Checklist:**

- \_\_\_\_\_ **Hold Harmless agreement signed**
- \_\_\_\_\_ **Photos of items to be sold (digital photos and color photocopies are acceptable)**
- \_\_\_\_\_ **Completed application (on file until July 31, 2009)**

I have read and understand the policies and procedures for Movies in the Square. I agree to follow all rules and regulations set forth by the Frisco Square staff and understand that failure to do so can result in immediate expulsion without refund. I will have no dogs, cats, or pets of any kind, illegal substances, alcohol or weapons on my person, my tables, or my vehicle during Movies in the Square.

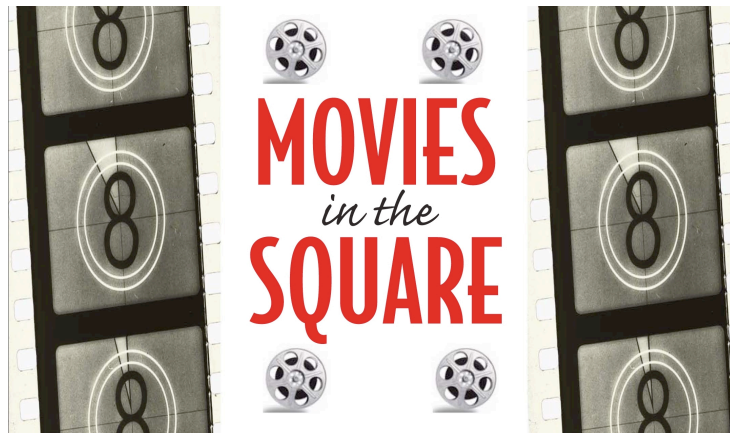
\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Mail or deliver applications to:  
Movies in the Square  
Frisco Square  
8874 Coleman Boulevard  
Frisco, Texas 75034



## Movies in the Square Vendor Policies and Regulations

Please review the following:

Movies in the Square Hours:	June 5	8:00 pm – 11:00 pm
	June 12	8:00 pm – 11:00 pm
	June 19	8:00 pm – 11:00 pm
	June 26	8:00 pm – 11:00 pm
	July 10	8:00 pm – 11:00 pm
	July 17	8:00 pm – 11:00 pm
	July 24	8:00 pm – 11:00 pm
	July 31	8:00 pm – 11:00 pm

- Payment Information:
  - Rate is \$50 per 10' x 10' space per day per movie. OR
  - \$150 for 4 consecutive movies (must choose all movies in June or July)
  - \$300 for all 8 movies
  - Payment must be made prior to May 31, 2009. Frisco Square accepts money orders and cash and cashier's checks only.
- Vendor Information:
  - All spaces are available on a first come, first served basis only. Vendors are allowed to select their space, based on availability, until all spaces are sold.
  - Frisco Square will not provide tables and chairs. Vendors are responsible for providing their own tables and chairs, which must fit entirely within their space and not encroach upon others.
  - Vendors must be in place by 8 pm on all the dates. NO EXCEPTIONS.
  - Immediately after unloading, vehicles must be moved from the loading area to the assigned city parking lots located on both sides of the Frisco Square buildings.
  - Vendors must staff their space until Movies in the Square is over and may not leave early.
  - For any food and beverage sold, vendor must submit a Health permit directly with the City of Frisco and await approval. However you will be responsible for payment and picking up your permit if approved. **Please submit at least 2 weeks prior to movie start dates.**
  - Frisco Square is NOT providing electricity or lighting.
  - If you require power you must bring a generator, but the generator needs to be quiet (i.e. Honda).
  - No lighting that will interfere with the movie screen will be allowed.
  - Vendors must dispose of all trash according to the City of Frisco regulations. All recyclables in the "blue" carts and trash in the "green" carts.
  - No vendors are allowed to sell popcorn.
  - Please visit [www.friscosquare.com](http://www.friscosquare.com) for complete list of movies being shown.

**Any vendor in violation of these policies will be permanently removed from the Movies in the Square and no refund will be given.**

**Hold Harmless and Indemnity Agreement**  
**Movies in the Square**  
**At Frisco Square**  
**June 5, 12, 19, 26 - July 10, 17, 24, 31, 2009**

I, \_\_\_\_\_, the Undersigned, binding my heirs, executors, administrators, estate and assigns, do hereby agree to completely and wholly release, indemnify and hold harmless Frisco Square Development, LTD, Behringer Harvard Frisco Square, LP, (as owner of Behringer Harvard Frisco Square I, LLC, Behringer Harvard Frisco Square II, LLC, Behringer Harvard Frisco Square III, LLC, Behringer Harvard Frisco Square IV, LLC), Fairways Frisco, LP and the City of Frisco, its officers, agents, independent contractors, and employees for any and all claims, damages, harm, personal injury, including death, property damage, lawsuits and judgments, including court costs, expenses and reasonable attorney's fees, and all other expenses resulting from the activities, programs, and events occurring on the above-stated date of the stated event in Frisco, Texas.

It is the understanding of all parties that this release, indemnity, and hold harmless agreement shall apply whether or not the claims, damages, harm, personal injury, including deaths, property damage, lawsuits, judgments', court costs, attorney's fees or any other expense arise from the negligence of whatever nature, omissions, willful or intentional acts of the vendors or vendor's officers, agents, employees, independent contractors, other representatives, invites, licensees, or guests.

If this vendor is other than an individual, vendor certifies, warrants and represents that the individual whose signature appears below is duly authorized to execute this Agreement on behalf of the firm, corporation, partnership or other entity who is the vendor.

IN WITNESS WHEREOF, this Agreement has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**Vendor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_