

FIRST FRIDAY

PARTICIPANT TERMS AND CONDITIONS

PART I: GENERAL TERMS

General Policies

- Participants are responsible for providing all necessary supplies for their booth space, including, but not limited to, tents, tables, chairs, and extension cords.
- Vehicle access in the event area/street closure WILL NOT be permitted after 5:00 PM. All vehicles inside this area will be relocated.
 - Vehicles must be removed from the street closure area before 5:00 PM.
 - The vehicle will be relocated to the Bryan Municipal Court parking lot (401 South Tabor Avenue).
 - There is no cost to the owner of the vehicle.
- All booths must be fully set up no later than 6:00 PM. Participants are required to staff their booths until at least 9:00 PM unless otherwise directed by Destination Bryan staff or volunteers.

Booth Locations

- Booth locations will be determined by Destination Bryan. Preferences will be considered but are not guaranteed.
- Participants may not change locations without prior approval from Destination Bryan.

Signage/Decorations

- Signage and decorations for booth spaces are encouraged.
- Participants may not hang signage from buildings, light poles, trees, etc.
- All signage/decorations must be within each participant's assigned booth space.
- All signage displayed at booth spaces must be respectful and inclusive. Any signs that are deemed offensive, discriminatory, or disrespectful toward any individual or group are strictly prohibited. Signage should promote a positive and welcoming environment. Signage displayed at booths must relate to the organization's identity, services, or general mission and may not endorse or oppose candidates or political parties. Any signage found to be in violation of this policy must be removed immediately. Failure to comply may result in your organization being prohibited from participating in future events.
- Participants (excluding street performers and musicians approved by Destination Bryan) are not allowed to play or broadcast music from their booth space.

Event Timeline

- Event timelines will be emailed to participants prior to each event. Participants must follow the set-up and load-out procedures as instructed each month.

Refund Policy

- All Partnership Application fees are non-refundable.
- Monthly Application, Sponsorship and Participation fees are non-refundable unless one or more of the following applies:
 - The event is cancelled before the event has commenced.

DOWNTOWN BRYAN

FIRST FRIDAY

- An extenuating circumstance restricts the participant from being able to attend the event.
- The participant notifies Destination Bryan that they will no longer be able to attend the event no later than 72 hours before the event begins.
- If the event is cancelled for any reason after the event has commenced, refunds will not be offered.
- If the participant elects to withdraw their application for any reason, they must reapply for a future event if they wish to participate and will not be allowed to transfer their current application to a new date.
- If the participant elects to withdraw their application, the participant must, to the best of their ability, notify Destination Bryan at least 72 hours before the event begins to allow for another applicant to fill this space.

Event Cancellation Policy

- Applications are non-transferable. If Destination Bryan makes the decision to cancel or postpone the event, participants will not be able to transfer their application to a new date. Participants must reapply if they wish to be a part of a future event.
- Destination Bryan may make the determination to cancel or postpone the event in its sole discretion based upon recommendations from Local, State or Federal Authorities or due to other acts of God, acts of war, disease, flooding, fire or terrorism.

Conduct and Engagement Standards

Any organization may operate a booth at First Friday provided they agree to the following conditions:

- Organizations must remain in their assigned 10ft by 10ft booth space. Distribution of materials and engagement with attendees must occur only from within the assigned booth space.
- Organizations may not physically obstruct pathways, block access to other booths, or use amplified sound that disrupts neighboring booths or event programming.
- Engagement with attendees must be voluntary. If an attendee declines interaction or requests to be left alone, booth participants must immediately cease engagement with that individual.
- Organizations may provide informational materials about their organization and services from within their assigned booth space.
- Any voter registration assistance must be offered to all eligible persons regardless of party affiliation, and registration forms for all political parties must be made available upon request.
- No materials that explicitly endorse or oppose any candidate for public office may be displayed or distributed.
- No materials that explicitly endorse or oppose any political party may be displayed or distributed.
- Booth staff may not wear clothing or insignia promoting or opposing specific candidates or political parties while staffing the booth.
- Solicitation of votes for or against specific candidates, political parties, or ballot measures is not permitted. This does not prohibit general, nonpartisan encouragement of civic participation (e.g., "Remember to vote" or "Make your voice heard").

DOWNTOWN BRYAN

FIRST FRIDAY

- Signage displayed at booths must relate to the organization's identity, services, or general mission and may not endorse or oppose candidates or political parties.
- All interactions with attendees and other organizations must be conducted respectfully. Harassment, threats, or intimidation of any person is prohibited.
- Activities such as mock voting or debates are not permitted.

Violations of these conduct requirements will result in immediate removal from the event and may result in exclusion from future First Friday events. Removal decisions will be documented in writing, including the specific rule violated and the conduct observed.

These rules apply equally to all participating organizations regardless of organizational identity, mission, or affiliation. Approval or denial of booth applications will be based solely on willingness to comply with these conduct requirements and booth availability.

Weather

- Participants should be aware of the local forecast before and during the event.
- If lightning strikes within 10 miles of the event, all sales and outdoor activities must stop and everyone should seek shelter for 30 minutes after the last lightning strike within a 10-mile radius.
- The event may resume 30 minutes after the last lightning strike within a 10-mile radius.
- Destination Bryan retains sole authority to make all weather-related decisions regarding the event, including but not limited to delays, modifications, suspension, evacuation, or cancellation. All participants, vendors, performers, and attendees agree to follow the direction and instructions provided by Destination Bryan staff and event officials before, during, and after the event. Failure to comply with event safety directives may result in removal from the event.

Not Allowed at First Friday

- Independent distributors of commercial products and company affiliates.
- Fundraising or soliciting of any kind.

Violations and Misconduct

- Any violations of rules, policies, or procedures will be addressed promptly with appropriate corrective action.
- Corrective action will consist of the following steps:
 - 1st Offense: Verbal Warning
 - 2nd Offense: Written Warning
 - 3rd Offense: Suspension from current and future events for up to one (1) year
- Any disruptive behavior, deliberate violation of rules, or misconduct that jeopardizes the safety or well-being of event attendees, organizers, or participants will result in immediate removal from the event and a ban on your organization's future participation.
- Appeals to corrective actions can be made in writing to Destination Bryan at FirstFriday@destinationbryan.com and must be submitted no later than 10 business days after notification.
 - Destination Bryan will review the appeal within 10 business days after it has been received. After the appeal is reviewed, the decision of Destination Bryan will be final and the participant will be notified of the decision by email.



PART II: FOOD TRUCK/TRAILER TERMS

Food Truck General Policies

DOWNTOWN BRYAN

FIRST FRIDAY

- Participants are responsible for providing all necessary supplies required for their operation.
- Vehicle access in the event area/street closure WILL NOT be permitted after 5:00 PM. All vehicles inside this area will be relocated.
 - Vehicles must be removed from the street closure area before 5:00 PM. Bryan PD will attempt to contact the owner of the vehicle before it is relocated.
 - If the owner cannot be contacted, the vehicle will be relocated to the Bryan Municipal Court parking lot (401 South Tabor Avenue).
 - There is no cost to the owner of the vehicle.
 - Vehicles pulling food trailers are allowed to remain in the event area.
- All food trucks/trailers must be fully set up no later than 6:00 PM. Food trucks/trailers are required to staff their operation until at least 9:45 PM unless otherwise directed by Destination Bryan staff or volunteers.

Food Truck Requirements

- Food Truck or Trailer Only – Participation is limited to food trucks or trailers. Tents, booths, and table set-ups are not permitted.
- All food trucks must have a valid Health Permit from the Brazos County Health Department.
- The sale of alcohol is not allowed.
- All food trucks must adhere to Brazos County Health Department regulations, including proper food handling, sanitation, and waste disposal.
- Food trucks must be fully self-contained, including power and water, as event-provided utilities may not be available.
- Food trucks must park only in designated areas, keep their space clean, and dispose of waste properly.
- Food trucks must provide a fire extinguisher.
- Electricity is not provided for food trucks. Food trucks must bring a generator if electricity is needed.
- Food trucks and trailers must utilize quiet inverter-style or battery-powered generators designed for low-noise operation. Excessively loud generators are prohibited.
- Generators must be safely positioned away from pedestrian traffic, entrances, exits, sidewalks, ADA access routes, and combustible materials.
- Vendors are responsible for preventing fuel, oil, grease, or coolant spills and must immediately clean any spills at their own expense.
- Generator exhaust and fumes may not create unsafe or disruptive conditions for attendees, neighboring vendors, downtown businesses, or performers.
- All generators, extension cords, and electrical equipment must be properly maintained and comply with applicable fire and safety regulations.
- Organizers may provide additional guidelines, if necessary.
- Event organizers reserve the right to require modification, relocation, or shutdown of any generator deemed unsafe, excessively noisy, or disruptive to the event environment.

Liability Insurance

DOWNTOWN BRYAN

FIRST FRIDAY

- All food trucks and trailers must carry liability insurance and list Destination Bryan and the City of Bryan as the additional insured before participating in First Friday.
- Coverage must include a minimum of \$1,000,000 in general liability coverage and \$2,000,000 aggregate.
- Destination Bryan and the City of Bryan must be listed as the additional insured on your policy at the submission of your application.
- Please list: Destination Bryan, PO Box 1074 Bryan, Texas 77806 & City of Bryan Risk Management Department, PO Box 1000 Bryan, TX 77805

Collecting and Remitting Sales Taxes

- All food trucks/trailers selling taxable items at First Friday in Downtown Bryan are responsible for collecting and remitting all applicable sales taxes in accordance with state and local regulations. By participating in the event, participants agree to comply with all tax requirements to ensure proper business practices.
- All food trucks/trailers will be required to upload a copy of their Texas Sales and Use Tax Permit upon submitting your Partnership Application.

PART III: GENERAL AGREEMENTS

— DOWNTOWN BRYAN —
FIRST FRIDAY
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By submitting an application to participate in First Friday in Downtown Bryan, you affirm that you understand and agree to the following statements:

___ I/We affirm that the person submitting this application is 18 years of age or older.

___ I/We agree to follow all rules, policies and procedures as outlined in this application and agree that everyone from my business/organization assisting at the event will do the same.

___ I/We agree to abide by all of the applicable State of Texas statutes, ordinances, regulations and those of the City of Bryan and Destination Bryan.

___ I/We agree not to use or consume any illegal drug or alcohol while participating in the event.

___ I/We agree to be respectful and to not engage in any disruptive behavior, or raise my voice toward event customers, vendors, participants, exhibitors or Destination Bryan staff, directors, sponsors, volunteers, agents, and affiliates. I/We understand that breaking these rules may result in being prohibited from participating in Destination Bryan events for up to one (1) year.

___ I/We agree that my booth space will be clear of all tripping hazards, exposed flames and sharp objects.

___ I/We agree that I am entirely responsible for my booth space, including the safety and security of the property that is exhibited.

___ I/We agree to read, understand, and abide by Destination Bryan's Emergency Operating Procedures.

___ I/We agree to not block entrances to any existing stores/businesses or set up my booth in a way that would impede foot traffic to stores/businesses in Downtown Bryan.

___ I/We agree not to pass out any information or merchandise outside of my assigned booth space.

___ I/We agree to keep my booth space neat and tidy and agree to pick up and dispose of any trash in and around my booth space before leaving the event.

___ I/We agree that submission of this application does not guarantee a booth space provided by Destination Bryan at First Friday. I/We understand that there are limited spaces at the event and participation in each month is not guaranteed.

___ I/We inherit all responsibility for collecting and remitting all applicable sales taxes.

___ I/We understand that if approved to participate in First Friday, a food vendor fee will be required for each First Friday that I/We are approved to participate in.

___ I/We, (the "Participants") understand that participation in First Friday (the "Activity") as a Participant which is sponsored by Destination Bryan is completely voluntary on the Participant's part. The Participants understand and agree that Destination Bryan is not responsible for any accident or injury that arises from or occurs because of participation in this Activity. In consideration for the benefits of participation, the Participants release, waive, and discharge and covenant not to sue, Destination Bryan, its directors, officers, employees, sponsors, volunteers, agents, and affiliates from any and all liability, claims, demands and causes of action whatsoever, including attorney fees, arising out of or in any way related to participation in this Activity or any injury or damage resulting from such participation. In addition, the participants

DOWNTOWN BRYAN

FIRSTFRIDAY

grant permission to Destination Bryan to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose.

___ I/We have read and understand this document and agree to abide by the Terms and Conditions as stated and intended and will advise those within my organization of the same. I understand any non-compliance with these Terms and Conditions may result in the discontinuation of my organization's ability to participate in Destination Bryan events for up to one (1) year.

Updates and Amendments

- Destination Bryan reserves the right to update or amend these terms and conditions at any time, with reasonable notice to participants.