



Required Materials

- Signed Food Vendor Application**
- Food & Beverage Form**
- Booth Electricity & Rentals**
- Temporary Foodservice License**
Please provide check, cashier's check, money order or credit card number for payment (see pg. 6 for Payment Authorization Form.)
- Copy of Food Manager Certification**
- Certificate of Insurance**

Important Dates

- ⊗ **Wednesday, June 6**
 - Application Deadline
- ⊗ **Wednesday, June 20**
 - Acceptance Notifications Sent
- ⊗ **Friday, July 6**
 - Last day for menu changes
- ⊗ **Friday, August 31**
 - Proof of Insurance Due
 - Last day for electrical changes/requests
- ⊗ **Thursday, September, 6**
 - Temporary Foodservice License & Payment Due
 - Copy of Food Manager Certification Due
 - Tasty Buck Redemption Appointment Deadline

Return applications & supporting documentation to:
Town of Addison Attn: Oktoberfest Food Vendor, PO Box 9010, Addison, TX 75001
Fax: 972.450.6225; **Email:** ysaldivar@addisontx.gov

Food Vendor Application

Deadline: Wednesday, June 6, 2018



Contact Information

Business Name	
Street Address	
City ST ZIP Code	
Business Phone	
Key Contact Name	
On-site Cell Phone	
E-mail	

Equipment (Attach a separate sheet if necessary.)

Vendor shall provide in writing an equipment list, including amperage for pre-event approval. **List should include trailers, smokers, grills etc. All heavy equipment shall be positioned on ¾” or larger plywood sheets and cannot be placed directly on the grass. Vendor must provide plywood at its own expense.**

DESCRIPTION	VOLTS: <input type="checkbox"/> 120 OR <input type="checkbox"/> 240	AMPS:	DIMENSIONS:
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Coca-Cola Equipment- Only provided to vendors selling Coke product.

(1) Coke refrigerator included with 10x10 booth	
(2) Coke refrigerators included with 10x20 booth or larger	
<input type="checkbox"/> Additional Coke Refrigerator	Quantity ____ (based on availability)
<input type="checkbox"/> Roll-around ice bin	Quantity ____ (based on availability)

Agreement and Signature

In connection with the Addison Oktoberfest event to be held Thursday, September 20, 2018 – Sunday, September 23, 2018 at Addison Circle Park, Addison, Texas (“Addison Oktoberfest” or the “Event”), Vendor agrees that it shall abide by and that Vendor’s participation in the Event is subject to all of the terms and conditions of the “Food Vendor-Rules, Regulations and General Information” attached hereto and made a part hereof for all purposes, and Vendor represents and warrants that Vendor has read and understands the same.

Name (printed)	
Signature	
Date	

Food & Beverage Form



Food (Please type or print clearly.)

Participant selection will be carefully evaluated in regard to menu items. The Special Events team has full discretion to accept or reject any menu item proposed by an applicant. Food vendors may sell approved German food items, but may NOT sell alcoholic beverages, sausage (unless it's part of a specialty dish) kassler, sauerkraut or German potato salad.

A Foodservice License issued by the Town of Addison Environmental Health Department is required for vendors that don't currently hold an Addison Food Service Permit. See page 5 for application.

All prices must include sales tax and be in multiples of \$1.00. All menu changes must be submitted in writing by **July 6, 2018**.

MENU ITEM	PRICE	GLUTEN-FREE? <input type="checkbox"/> YES
MENU ITEM	PRICE	GLUTEN-FREE? <input type="checkbox"/> YES
MENU ITEM	PRICE	GLUTEN-FREE? <input type="checkbox"/> YES
MENU ITEM	PRICE	GLUTEN-FREE? <input type="checkbox"/> YES
MENU ITEM	PRICE	GLUTEN-FREE? <input type="checkbox"/> YES

Beverages

All non-alcoholic beverages (soft drinks, lemonade & water) must be purchased from Coca-Cola Bottling Company, the official Addison Oktoberfest soft drink/water supplier. Beverage pricing must align with the pricing of the hotel partners.

BEVERAGE <input type="checkbox"/> Soda (20 oz. bottle)	PRICE \$3.00*
BEVERAGE <input type="checkbox"/> Lemonade (20 oz. bottle)	PRICE \$3.00*
BEVERAGE <input type="checkbox"/> Dasani Water (20 oz. bottle)	PRICE \$3.00*
BEVERAGE	PRICE
BEVERAGE	PRICE

*Subject to change

Booth Electricity & Rentals



Please **DO NOT** submit payment at this time! Fees will be collected at Ticket Redemption.

Booth Specifications			
BOOTH FEE Percentage is collected during ticket redemption following the event.			<input type="checkbox"/> 25% of sales
TENT SIZE	<input type="checkbox"/> 10x10	<input type="checkbox"/> 10x20	<input type="checkbox"/> 20x20* (additional \$100) *Requires Addison approval <input type="checkbox"/> 20x30* (additional \$250) *Requires Addison approval
COUNTERS	<input type="checkbox"/> No Counters		<input type="checkbox"/> Three- walk up to booth (front/sides)
BOOTH SUBTOTAL *due at ticket redemption			\$

Electricity		
(3) 20-amp 120v dedicated circuits each with a duplex receptacle included w/ 10x10 booth		
(6) 20-amp 120v dedicated circuits each with a duplex receptacle included w/ 10x20 booth or larger		
Additional electricity must be ordered by August 31. Additional electricity ordered on-site will cost more at the vendor's expense and availability is limited.		
<input type="checkbox"/> 20-amp 120v	Quantity _____ @ \$100 each	\$
<input type="checkbox"/> 30-amp 120v	Quantity _____ @ \$125 each	\$
<input type="checkbox"/> 30-amp 220v	Quantity _____ @ \$150 each	\$
<input type="checkbox"/> 50-amp 220v	Quantity _____ @ \$250 each	\$
<input type="checkbox"/> 60-amp 220v	Quantity _____ @ \$300 each	\$
<input type="checkbox"/> 100-amp 220v	Quantity _____ @ \$500 each	\$
BOOTH SUBTOTAL *due at ticket redemption		\$

Rentals		
(2) 8' unskirted tables included with 10x10 booth		
(3) 8' unskirted tables included with 10x20 booth or larger		
<input type="checkbox"/> Additional 8' table	Quantity _____ @ \$10 each	\$
BOOTH SUBTOTAL *due at ticket redemption		\$

Vendor Credentials		
(2) Vendor Wristbands & (1) Reserved Parking Pass included with 10x10 booth		
(4) Vendor Wristbands & (2) Reserved Parking Passes included with 10x20 booth or larger		
<input type="checkbox"/> Additional Vendor Wristbands	Quantity _____ @ \$10 each	\$
BOOTH SUBTOTAL *due at ticket redemption		\$

TOTAL FEES DUE AT TICKET REDEMPTION	\$	+25% OF SALES
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Environmental Services
16801 Westgrove Drive
P.O. Box 9010
Addison, Texas 75001-9010
Phone: 972.450.2822
Fax: 972.450.2837

APPLICATION FOR TEMPORARY FOODSERVICE LICENSE
Due Thursday, September 6, 2018

To Whom It May Concern:

1. In accordance with Addison Town Ordinance No. 779 you are required to fill out the application below, and return it to the Health Department five days prior to the first day of operation.
2. Each temporary foodservice establishment with the Town of Addison is required to have a valid Foodservice License which is issued by the Environmental Health Department. Said permit shall be in effect for no more than three consecutive days. It shall be unlawful for any person to operate a temporary foodservice establishment without a valid license.
3. The fee for this license shall be \$75.00 for a profitable enterprise and \$10.00 for charitable or non-profit enterprises and shall accompany this application. After the application is received, a consultation and inspection will be made. Upon passing the inspection the license will be issued.

Business Name _____

Business Address _____

Business Phone _____ Cell Phone _____

Owners Name _____

Owners Address _____

Manager _____

Email Address _____

Date(s) of Operation _____

Thank you for your cooperation. If you have any questions please call 972.450.2822.

Date Paid _____ Check # _____ Receipt # _____ Permit # _____

Payment Authorization Form



Business Name: _____ Amount Due: _____

Payment Information			
<input type="checkbox"/> Check	Check Number _____		
<input type="checkbox"/> Credit Card			
Please check the appropriate credit card and provide the necessary information along with a signature. <i>For payment plans - Credit cards will be run on the dates indicated and will not need additional paperwork.</i>			
<input type="checkbox"/> American Express	<input type="checkbox"/> Discover	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa
Credit Card Number		Expiration Date	
□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □		□ □ / □ □	
I authorize the Town of Addison to charge my credit card in the amount stated above.			

Printed Name	Signature	Phone	Date

Submit payment (check, cashier's check, money order or credit card number) & Temporary Foodservice License Application with Food Vendor Application to:

Town of Addison
Attn: Oktoberfest Food Vendor
P.O. Box 9010, Addison, TX 75001-9010

Fax: 972.450.6225; **Email:** ysaldivar@addisontx.gov

For more information, call Yesenia at 972.450.6251



Food Vendor Rules, Regulations and General Information

REGISTRATION

Food Vendor Applications may be submitted for approval until **Wednesday, June 6, 2018**. Submission of the Application does NOT guarantee admittance into the event.

If booth space, materials provided for pursuant to this permit and all other materials are not left in good working order or if not all the rules and regulations of this permit are followed, an amount to be determined by the Town of Addison Director of Special Events will be deducted during the Ticket Redemption process.

Oktoberfest Food Vendor Applications will only be accepted from Addison restaurants, German restaurants, German groups, and German specialty food service providers for German food items other than sausage, kassler, sauerkraut, German potato salad, or alcoholic beverages. Oktoberfest Food Vendors (hereinafter referred to as "Vendor") must obtain a temporary Addison Foodservice License unless special written permission is granted by the Town of Addison Director of Special Events (hereinafter referred to as "Director of Special Events.") All products sold must be authentic German cuisine.

Booth space and on-site cooking space is limited, so applications will be selected through a jury process.

Vendor understands and acknowledges that the rights granted to it hereunder by Addison is not exclusive and that other restaurants, groups or food service providers shall be granted a similar right to sell concessions, food or merchandise. **The Marriott Quorum, the Crowne Plaza, and Taste of Cuba Food Truck & Catering, LLC. "Draught Haus" shall have the exclusive right to sell ALL alcoholic beverages, sausage, kassler, sauerkraut, and German potato salad.** Exclusivity exceptions may only be approved by the Town of Addison Director of Special Events. Health-related and Public Safety programs and/or merchandise are not accepted unless written permission is obtained from the Director of Special Events.

By Vendor's payment of the Vendor fee and Addison's acceptance of the fee, Addison does not represent or warrant that such fee is or shall be tax deductible or have any tax benefits of any kind (under the federal income tax laws or otherwise) to or for Vendor.

TICKETS (TASTY BUCKS)

Any and ALL sales of concessions, food, beverages, or merchandise shall be made through the use of tickets furnished by Addison. Vendor shall not sell any items for cash but only for tickets issued by Addison. Patrons shall purchase tickets from Addison personnel and redeem them at Vendor's tent(s).

TICKET (TASTY BUCK) REDEMPTION

Please follow the instructions below to redeem your Tasty Buck tickets:

1. Call Rebecca Brack at 972.450.2800 before **September 6, 2018** to schedule an appointment to redeem your tickets. **Redemption begins Monday, September 24, 2018 and ends Wednesday, September 26, 2018. Appointments will be made between 9 am – 4 pm.** Tickets will only be redeemed during these three days.
2. Separate tickets by day into Thursday, Friday, Saturday and Sunday sales. Vendor must weight tickets by day for tracking purposes.
3. Vendor must remove all stubs and staples from the tickets. You do not need to bundle tickets, but please separate 2018 tickets from previous years. All tickets must be dry and clean before they are weighed.
4. Your appointment will be located at the Addison Service Center at 16801 Westgrove Dr. Addison, TX 75001. Remember to bring all tickets. At this time, be prepared to give your Tax ID # or Social Security Number # so the Town of Addison Finance Department can process your payment.
5. At the time of your appointment, a random sample of your tickets will be counted and weighed; the remainder of the tickets will be weighed and valued based on the sample weight. A check will be issued, less the Town's commission and any additional booth charges (additional electricity, booth damage charges, etc.), and will be mailed to your address within 30 days of your appointment.

If you should have questions regarding this matter, please contact **Rebecca Brack at 972.450.2800** or by email at **rbrack@addisontx.gov**. Please note that the Ticket Redemption process is subject to change. Any changes to the redemption policy will be clearly communicated prior to scheduling your appointment.

CANCELLATIONS

All cancellations must be made in writing. No refunds for cancellations will be allowed after 5:00 pm on **August 7, 2018**. Addison reserves the right to cancel any Vendor and the terms of this permit at any time for any reason, without penalty to Addison.

Vendor shall not sublet or assign, transfer, or otherwise convey this permit to any other person, or any of the privileges, rights, or duties conveyed herein, except with

the prior written consent of the Director of Special Events. Any attempt to sublet, assign, transfer, or otherwise convey this permit without the prior written consent of the Director of Special Events shall be null and void, and Director of Special Events shall have the right to immediately terminate this permit. Any approved assignee shall be subject to all the provisions and requirements of this permit.

BOOTH SPACE & SIGNS

Vendor is prohibited from selling merchandise, distributing literature, performing an activity, etc. from an area other than their booth space. Violation of this rule will result in forfeiture of booth space and no portion of the registration fee shall be refunded. Vendor booth space includes the following:

<p>10x10 Booth</p> <ul style="list-style-type: none"> • 10x10 covered tent • (2) 8' unskirted tables • (3) 20-amp 120v dedicated circuits each with a duplex receptacle • (1) Coke refrigerator. If vendor sells Coke product. • (1) Menu Board • (2) Reserved parking passes • (10) Vendor wristbands • (1) 2:A 10B:C Fire extinguisher • Access to water
<p>10x20 Booth Space or Larger</p> <ul style="list-style-type: none"> • 10x20 covered tent • (3) 8' unskirted tables • (6) 20-amp 120v dedicated circuits each with a duplex receptacle • (2) Coke refrigerators. If vendor sells Coke product. • (2) Menu Boards • (4) Reserved parking passes • (20) Vendor wristbands • (1) 2:A 10B:C Fire extinguisher • Access to water

The Town strives to create a polished, professional appearance throughout the Event. Signs, banners or a display of any kind relating to alcoholic beverages, religion or politics, shall not be displayed in the booth space. Vendor understands and recognizes that the Festival is for entertainment purposes only, is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda)

Vendor may decorate its booth space as it pleases; however, all materials draped from the booth space must meet Addison fire laws and must not be of an offensive nature as determined by the Director of Special Events or the Director's designee. The use of any candles, lamps, lanterns or anything with an open flame is prohibited. Decorative lights powered by batteries are acceptable. The Director of Special Events also reserves the right to require modifications or

removal of any exhibit. Vendor may provide additional lightweight signage with prior written approval of the Director of Special Events. Addison will provide standard booth menu signage that must be displayed at Vendor's booth. Changes to the pre-printed menu signs shall not be permitted. Vendors who make unauthorized changes to the pre-printed menu signs shall be asked to move the sign(s) and shall be subject to an amount to be determined by the Town of Addison Director of Special Events which will be deducted during the Ticket Redemption process.

ASSIGNMENTS

Food Vendor booth space is limited so Applications will be selected through a jury process. Vendors must obtain a temporary Addison Food Service License unless they are currently licensed by the Town of Addison. The Director of Special Events will assign Vendor booth space approximately 30 days prior to each event. Vendor space will not be confirmed until all required documentation, licenses and permits are received. Vendor shall not sublet or assign this Contract to any other person, or any of the privileges conveyed herein, except with the prior written consent of the Director of Special Events. The Town of Addison reserves the right to cancel any Vendor booth prior to the event date with full or partial refund to Vendor. Any approved assignee shall be subject to all the provisions and requirements of this Contract. Booth placement will be assigned to best benefit the Event and all its participants. Vendor understands and acknowledges that the rights granted to it hereunder by Addison are not exclusive and that other restaurants, food service providers, or organizations shall be granted similar rights to sell concessions, food, beverages, or merchandise.

ELECTRICAL

Vendor shall provide written confirmation of the equipment and its amperage that will be used at the Event to the Director of Special Events for pre-event approval. If Vendor is plugging in equipment that has not been pre-approved by the Director of Special Events, Vendor shall immediately discontinue its use upon request by the Director of Special Events or the Director of Special Events' designated representative. **All heavy equipment shall be positioned on ¾" plywood sheets and cannot be placed directly on the grass. Vendor must provide plywood at its own expense.**

Each 10x10 booth will receive (3) 20-amp 120v dedicated circuits each with a duplex at no additional charge. Each 10x20 or larger booth will receive (6) 20-amp 120v dedicated circuits each with a duplex receptacle at no additional charge. **Additional outlets may be purchased in advance at a discounted rate at the Vendor's expense.** Written confirmation for additional electrical needs must be received no later than **August 31, 2018** or proper electrical service to Vendor's booth may not be available during the Event. **Additional electricity requested on-site will cost more at the vendor's expense and availability is**

limited. All electrical charges will be collected during **TICKET (TASTY BUCK) REDEMPTION.**

NON-ALCOHOLIC BEVERAGES

Bottled product may not be purchased at retail outlets or brought from Vendor’s business. All non-alcoholic beverages (soft drinks, lemonade, water, tea) must be purchased from Coca-Cola Bottling Company, the official Taste Addison soft drink/water supplier. **To place pre-orders, contact DeMarcus Jones at demarcusk.jones@cocacolaswb.com or Brian Reznicek at brian.reznicek@cocacolaswb.com.** Product orders are due to the official suppliers before the event and a five-case minimum is required for delivery to Vendor’s booth. Payment for product is due to Coca-Cola upon delivery.

PARKING

Vendors requesting a 10x10 vendor booth will be provided two (2) reserved passes for parking in a designated area that is located as close to its booth space as possible. Vendors requesting a 10x20 or larger vendor booth will be provided four (4) reserved passes for parking in a designated area that is located as close to its booth space as possible. This pass will allow Vendors easy access to its booth during the Event for additional deliveries, staff, etc. Vendor shall not park any vehicle on or near the location of the Event in other than designated parking areas. Personal vehicles may be used to make deliveries, but must be parked in the designated area immediately after unloading. Vehicles parked in non-authorized areas shall be subject to towing. **Free general admission parking is also available near the Event at the northwest corner of Arapaho Road and Dallas Parkway.**

SECURITY

The Event site will be secured continuously throughout the duration of the Event. Merchandise may be left overnight at the owner’s risk and responsibility. The Town of Addison will provide fencing to secure the event site and 24-hour security beginning **Wednesday, September 19, 2018 at 8 pm and ending on Sunday, September 23, 2018 at 8 am**

Addison assumes no responsibility for any property placed on the premises of the Event, and Vendor releases and discharges the Town, its officers, employees, and agents from any liabilities for any loss, injury or damage to person or property that are sustained by reason of the occupancy of the Event site under this Contract. All watchmen or other protective service desired by Vendor must be arranged for by special written agreement with the Director of Special Events.

EVENT HOURS, SET-UP/TEAR DOWN SCHEDULE

Vendors will be allowed access to their booth space via the designated area during set-up and tear down times only. **Vendors must have all vehicles off the roads no later than 2 hours prior to the start of the event.** Access to booth space during Event hours will be permitted from designated entrances and loading bays

only. Vendors may not drive vehicles in Addison Circle Park so please plan an alternate method, such as a dolly or hand cart, to transport your product from your vehicle to the booth space. Tear Down may not begin within the designated area until the times listed below. More detailed information will be provided in the pre-event packet that will be distributed prior to each event.

DATE	EVENT HOURS	SET-UP	*TEAR DOWN
Wednesday 9/19/18	N/A	8 am – 5 pm	N/A
Thursday 9/20/18	6 pm – 11 pm	8 am – 4 pm	N/A
Friday 9/21/18	6 pm – Midnight	8 am – 4 pm	N/A
Saturday 9/22/18	Noon - Midnight	7 – 10 am **	N/A
Sunday 9/23/18	Noon - 6 pm	7 – 10 am	7 – 10 pm
Monday 9/24/18	N/A	N/A	8 am – 5 pm

*Tear Down may begin at the close of the event each day; however, vehicles and equipment may not have access to Addison Circle or Festival Way for tear down until the Town of Addison Police Department representative makes an announcement that the street is clear.

**Due to the Oktoberfest 5K Run on Saturday, September 22, 2018, vehicles will not be allowed on Addison Circle Dr. and/or Festival Way. Additional road closures will be in effect, more information will be provided in the pre-event packet. Vendors are encouraged to be open at 11 am; however, you are not required to do so.

The hours of operation of the Event shall be those scheduled by Addison. Booth shall be manned during all event hours. Vendor shall have a reasonable amount of time as determined by the Town to set up prior to its commencement and to tear down after its conclusion. Addison reserves the right to regulate the hours that the concession(s) remain open. Should the Event be postponed or canceled for any Act of God, public safety, welfare, or for any reason whatsoever, Vendor hereby releases and forever discharges Addison, its officers, employees and agents from all liability and claims for damages which result from such postponement or cancellation. Vendor must exhibit on all days of the Event unless other previous arrangements are made with the Director of Special Events; however, the cost for the booth space remains the same. Vendor concessions shall remain open during all Event hours or the Vendor shall be subject to an amount to be determined by the Town of Addison Director of Special Events which will be deducted during the Ticket Redemption process.

INSURANCE

Vendor must provide proof of the following insurance coverage that it has purchased at its own expense to reserve booth space:

Commercial General Liability	\$1,000,000
General/Aggregate	\$1,000,000
Product/Completed Operations Aggregate	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Per Occurrence	\$1,000,000
Medical Coverage	\$5,000 per person
Fire Liability	\$50,000 per fire
Liquor Liability Endorsement	\$1,000,000 per claim/\$1,000,000 aggregate
Comprehensive Automobile Liability (owned, leased, non-owned & hired automobiles.)	\$300,000

All such insurance shall: (i) be issued by a carrier which is rated "A-: VII" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, (ii) **name Town of Addison, P.O. Box 9010, Addison, TX 75001 as an additional insured and contain a waiver of the subrogation endorsement in favor of Addison, (iii) include coverage for the period of time listed as Wednesday, September 19, 2018 - Monday, September 24, 2018**, and (iv) list actual business name and address. **Certified copies of all such policies shall be delivered to Addison upon the execution of this permit, but in any event no later than August 31, 2018**; provided, however, that Addison, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance together with the declaration page of such policies, along with the endorsement naming the Town of Addison as an additional insured. Each such policy shall provide that it shall not be canceled without at least 30-days written notice thereof being given to Addison. Coverage for Products/Completed Operations must be maintained at least two (2) years after this permit is terminated in its entirety, including any renewal thereof or extensions thereto.

Please fax your certificate to 972.450.2825 or email to rbrack@addisontx.gov. For insurance questions, please contact Rebecca Brack at 972.450.2800

SUSTAINABILITY EFFORT & TIPS

The Town of Addison encourages vendors to increase sustainability efforts of the event.

- Limit use of disposables (plastic ware, napkins, etc)
- Store napkins behind the counter: Give only one per customer
- Use "pump" condiment dispensers (refillable) instead of small packets
- Rethink food containers (i.e. is paper lining in addition to cardboard baskets necessary)
- Use reusable containers to transport food to the festival site

- Use washable cloth towels or sponges to clean up behind the counter
- Use recycled products made from the highest post-consumer waste percentage possible
- When disposable items are necessary, buy recycled and unbleached paper
- Use non-toxic cleaners and buy cleaners in bulk, or use concentrates
- Ask your suppliers to transport products without corrugated boxes, or in reusable boxes
- Avoid bringing more than you have to
- Come up with additional ways you can reduce waste and save money and implement them
- Encourage your employees to be creative in coming up with ideas to reduce waste

HEALTH REGULATIONS

- Perishable food items (especially meat) must be purchased within 48 hours of cooking.
- Meat and other potentially hazardous foods must be kept in refrigerators or on direct contact with ice to maintain foods at or below 41 degrees Fahrenheit until cooking begins.
- Hot-held foods must maintain an internal product temperature of at least 140 degrees Fahrenheit for the duration of the Event.
- All pre-prepping of food (meat cutting, produce slicing, dicing, etc.) must be done prior to arrival at the Event. Take every precaution to limit food handling on site to the cooking process only.
- Potable water is available at various locations throughout the event site. Liquid soap, bleach, hand towels, food-handling gloves and plastic buckets shall be provided by vendors at the cooking areas for hauling water, hand-washing and the washing, rinsing and sanitizing of utensils between uses.
- Supply a sanitation solution for the purpose of keeping wiping cloths clean and sanitary. Mix household bleach and cold water in a ratio of approx. one capful bleach to one gallon of water.
- All cooking vessels must be supplied with covers to discourage airborne contamination.
- Entire area shall be voided of all trash immediately following the Event.
- All those individuals involved in food preparation and service shall demonstrate good personal hygiene, especially adequate hand washing, at all times. Food servers shall wear plastic gloves.
- Food servers shall keep hair tied back properly or wear hair restraints, such as hats, hair coverings or nets.
- Vendor shall dispose of wastewater in the designated locations. No waste or wastewater is to be dumped into the storm sewer or be allowed to pool on or drain into the ground.

- Vendor shall properly dispose of grease in the designated containers provided on the festival grounds.

REQUIREMENTS FOR OUTDOOR COOKING

- No open flame cooking or frying within ten (10) feet of a building, tent or grandstand.
- No propane or other fuel tanks within five (5) feet of a building, tent or grandstand.
- One fire extinguisher, minimum rating 2A: 10B: C, at each cooking or serving location.
- One (1) 2 ½ gallon water fire extinguisher at each cooking location using charcoal or wood fuel.
- Approved metal barrels with tight fitting lids that are clearly marked "ASHES ONLY" must be provided on site for the disposal of charcoal and wood ashes.
- All heavy equipment shall be positioned on ¾" or larger plywood sheets and cannot be placed directly on the grass.

REQUIREMENTS FOR TENTS (1991 U.F.C ARTICLE 32)

- A permit is required for any tent covering an area in excess of 200 square feet.
- It shall be the responsibility of the permittee to enforce these requirements.
- Vehicles shall be allowed no closer than 20 feet to tent if necessary to operation. Vehicles not necessary to operation shall be allowed no closer than 50 feet to tent.
- An unobstructed passageway no less than 12 feet in width and free of guy ropes or other obstructions shall be maintained on all sides of tents.
- All tent sides and top shall be flame-retardant material or made flame-retardant by chemical treatment. An affirmation or affidavit shall be posted at premises attesting to flame-retardancy with copy to the Fire Prevention Division in advance of tent erection.
- Smoking shall not be permitted where highly combustible materials are kept or stored. Approved "NO SMOKING" signs shall be conspicuously posted.
- Fire extinguishers are required to be a minimum 2A: 10B: C rating. One shall be provided for the first 1000 square feet (or fraction thereof if the tent is smaller than 1000 sq. ft.) and one additional shall be provided for each additional 2000 square feet or fraction thereof.
- Exits shall be not less than 6 feet wide and shall be spaced at approximately equal intervals around the perimeter. Exits shall be located so no point within the tent is more than 100 feet from an exit. Exit openings from any

tent shall remain open, or may be covered by curtain if:

- Curtain is free sliding on a metal support. Support shall be minimum of 8 feet above floor level at the exit.
- Curtain shall be so arranged that when open no part of curtains shall obstruct the exit.
- Curtain shall be of a color, or colors, definitely contrasting with the color, or colors, of the tent.
- Required minimum clear width of exits, aisles, and passageways shall be maintained at all times.
- All weeds and flammable vegetation shall be removed from the premises adjacent to or within 35 feet of any tent. Hay, straw, trash, or other flammable material shall not be stored less than 35 feet from any tent, except upon special permission of the fire chief or designated representative. The grounds both inside and outside of tents shall be kept clear of combustible waste. Such waste shall be stored in approved containers or removed from the premises.
- If the tent is in a fenced area, gates shall be provided at each tent exit. These gates must be at least as wide as the tent exit and able to swing in the direction of exit travel (outward). Approved "EMERGENCY EXIT" signs shall be attached to gates, readable from the inside, unless the gate is kept open during operation. Gate swing area should be marked in some way and shall be kept clear of obstructions (parked cars, storage, etc.). Gates shall not be fastened enough during hours of operation so as to impede free egress in an emergency.
- Any unforeseen condition that presents a fire hazard, or would contribute to the rapid spread of fire, or would delay or interfere with the rapid exit of persons from the tent, or would delay or interfere with the extinguishment of a fire and which is not otherwise covered by these rules shall be immediately abated, eliminated or corrected as ordered by the Town's fire chief, fire marshal or their designated representative.
- All involved Vendors and participants should be notified, in advance of use, of these requirements. A copy of such notification should be forwarded to the Fire Prevention Division of the Town.
- Vendor is subject to inspection given by the Fire Prevention Division of the Town.

LIABILITIES

Vendor shall indemnify Addison, its officers, employees and agents against, and hold Addison, its officers, employees and agents harmless from, any and all

claims, actions, causes of action, liability, lawsuits, judgments, damages, injuries, costs or expenses, including reasonable attorney's fees, for injury to person or property or death of any person resulting from or based upon, in whole or in part, any act performed or omission in the performance of this Contract by Vendor, its agents, officers and employees, including but not limited to serving food and beer/wine. This indemnity is intended to protect Addison, its agents, officers and employees, from the consequences of their own negligence. The provisions of this paragraph shall survive the termination of this Contract.

Vendor, its officers, agents and employees do hereby waive any and all claims for damage, injury or loss to any person or property, including the death of any person that may be caused, in whole or in part, by the act or failure to act of Addison, its officers, agents or employees. Vendor, its officers, agents and employees assume the risk of all conditions, whether dangerous or otherwise, in and about the premises of Addison, and waive any and all specific notice of the existence of any defective or dangerous condition in or about the said premises. The provisions of this paragraph shall survive the termination of this Contract.

Vendor hereby releases Addison from any actions for any loss or damage sustained by reason of any defect of any part of the water supply system, the sewage and drainage system, the gas system, electrical apparatus or wiring on the Event site or tent(s) or any other premises or band stand, and for any loss or damage resulting from fire, theft, water, tornado, rain, snow, strikes, civil commotion or riot, or otherwise caused by gross negligence of Addison.

GENERAL RULES & REGULATIONS

All Applications for a permit received from companies who do not currently hold an Addison Food Service License or who are not currently located within the Town of Addison city limits will be evaluated on a case-by-case basis by the Director of Special Events. The Director of Special Events must issue written permission to any such company before a permit is issued. Addison has and reserves the right to negotiate sponsorship or other agreements that allow other companies or persons the right to sell and or distribute food and beverage products at the Event.

During the course of the Event, Vendor shall maintain the areas inside and the immediate exterior of their tent(s) in a clean and sanitary condition. Vendor agrees that its activities shall be conducted in a clean, orderly, and legitimate manner and in accordance with the ordinances, laws, rules, regulations, standards, and policies of Addison and any other governmental authority. No rubbish, glass, or bottles of any kind shall be thrown upon the grounds or in any buildings by Vendor or anyone working under or for Vendor. Vendors must provide their own trash receptacle. The contents of Vendor's trash receptacle may be placed in a trash dumpster at the Event. Vendor is responsible for ash, grease, oil, trash (including boxes) and general cleanup of its booth space(s) and surrounding area.

Addison shall have the right, but not the duty, to supervise the manner of exercising the operation of the activity by Vendor. However, in doing so Addison is expressly not accepting responsibility for such operations and conduct. Vendor shall remain liable for all such operations and conduct.

All property of Vendor shall be removed from the Event site on or before **Monday, September 24, 2018 at 5:00 p.m.** (the "Time of Removal") or prior to the Time of Removal in the event of termination of this permit. If any part of the Vendor's tent(s) is not vacated at or before the Time of Removal or within a reasonable time following the termination hereof, then Addison is authorized to remove from the premises and store, without resorting to any legal proceeding and at the sole expense of Vendor, all property occupying a portion of the Vendor's tent(s) and shall not be liable for any damage to or loss of any property sustained during its removal and storage. Upon termination of this permit, Vendor shall deliver the Vendor tent(s) area to Addison in as good condition as at the beginning of the terms of this permit, except for ordinary wear and tear. The terms of this paragraph shall survive the termination of the permit.

Addison may designate certain of its agents, officers or employees as inspectors, and Vendor agrees that the inspectors have the right, at any time and as often as Addison may consider necessary, to inspect any property, services or activities of Vendor on the premises. Vendor shall give the inspectors free access to any space used by Vendor or under its control for the inspection and shall, upon request of an inspector, operate any machinery, mechanical devices, or electrical appliances owned, maintained, or in the possession of Vendor on the premises, or operate any process or activities carried on by Vendor. The police and fire force or other authorized agents of Addison shall be given free access at any time to any space used by Vendor or under its control, for the purpose of maintaining order and safety or of enforcing any rule or regulation of Addison.

Vendor agrees to pay promptly all taxes and applicable fees to take out all permits and licenses, municipal, state or federal, required for the permitted usage. Vendor agrees to furnish Addison, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees and showing that all required permits and licenses are in effect.

Vendor acknowledges that this permit is issued solely to allow Vendor to operate and conduct the activity described herein, and is subject to revocation or termination by Addison at any time and for any reason, including, without limitation, the failure by Vendor to comply with any of the terms of this permit. In the event of revocation or termination, Vendor shall immediately vacate the Event site and property, removing all equipment, materials, and supplies. In addition to any remedy set forth in this permit, Addison shall have other rights and remedies available at law, in equity, or otherwise, which rights and remedies shall be

cumulative. Vendor acknowledges that this permit is not a lease but only a revocable permit to operate the activity described herein.

Addison shall have other rights and remedies available at law, in equity, or otherwise, which may be available to Addison, which rights and remedies shall be cumulative, and the use of any one right or remedy by either party shall not preclude or waive the right to use any or all other remedies. The failure by either party to exercise any right, power, or option given to it by this permit, or to insist upon strict compliance with the terms of this permit, shall not constitute a waiver of the terms and conditions of this permit with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this permit shall survive the cancellation, expiration or termination of this permit, except as otherwise expressly set forth herein.

Vendor agrees that its employees, representatives, agents, or contractors involved with Event shall not drink beer, wine or any other alcoholic beverages

while in performance of their duties under this permit.

This permit contains the entire agreement of Vendor and Addison and may not be amended, modified or altered without the express written consent of Addison.

This permit is subject to any and all ordinances, laws, standards, policies, rules and regulations of Addison. In the event of any action under this permit, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this permit; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this permit.

The officer or agent of the Vendor signing this permit acknowledges they are the properly authorized officials and have the necessary authority to execute this permit.

Return applications & supporting documentation to:
Town of Addison Attn: Oktoberfest Food Vendor, PO Box 9010, Addison, TX 75001
Fax: 972.450.6225; **Email:** ysaldivar@addisontx.gov