



# Addison Oktoberfest Marketplace

You are invited to participate in the 31<sup>st</sup> annual Addison Oktoberfest – one of the most authentic Oktoberfest celebrations outside of Munich. 60,000 fans of polka, German food, and Paulaner Bier join in Addison's spectacular Addison Circle Park for four days of music, schnitzel, folk dancing, sing-alongs, children's entertainment, and more.

## Required Materials

- Signed Application
- Temporary Food Service Permit
- Payment Form
- Photos of booth set up and merchandise
- Copy of Texas sales tax and use permit

## Recommended Materials

- Donations/Gift Certificates

### **IMPORTANT DATES**

**Wednesday, March 7**  
Application Deadline

**Friday, March 30**  
Notifications sent & payments processed

**Friday, July 6**  
No refunds for cancellations

**September 20 – 23**  
**ADDISON**  
**OKTOBERFEST**

Thursday  
6:00 pm – 11:00 pm

Friday  
6:00 pm – Midnight

Saturday  
Noon – Midnight

Sunday  
Noon – 6:00 pm

Please mail completed application, submittals, and payment to:  
**MAIL:** Town of Addison Special Events • Attn: Marketplace • PO Box 9010 • Addison, TX 75001-9010  
**E-MAIL:** [mmarsh@addisontx.gov](mailto:mmarsh@addisontx.gov) • **FAX:** 972-450-6225



# Addison Oktoberfest Marketplace

## Application Form

**NO VENDORS SERVING AS INDEPENDENT CONSULTANTS FOR A LARGER CORPORATION OR SELLING SERVICES OR PRODUCTS WITH BRAND NAMES OR CORPORATE LOGOS WILL BE ACCEPTED IN THE MARKETPLACE. SPECIALTY FOOD VENDORS ARE PERMITTED TO SAMPLE FOOD ITEMS BUT ALL GOODS FOR SALE MUST BE PREPACKAGED. NO COOKING PERMITTED IN THE MARKETPLACE.**

**Application  
Deadline:**  
  
Wednesday,  
March 7, 2018

Name \_\_\_\_\_  
Business Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Vendor On-Site Cell Phone \_\_\_\_\_  
E-mail \_\_\_\_\_ Website \_\_\_\_\_  
Emergency Contact: Name \_\_\_\_\_ Phone \_\_\_\_\_

Have you been a Vendor in past Addison events?  Yes  No When? \_\_\_\_\_  
If you are leaving a trailer on the lot, state size: \_\_\_\_\_ Do you have a preferred booth space? \_\_\_\_\_

### MERCHANDISE TO BE SOLD

- |  |   |   |                                      |  |
|--|---|---|--------------------------------------|--|
| <input type="checkbox"/> Specialty Food* | <input type="checkbox"/> Drawings/Graphics      | <input type="checkbox"/> Home Accessories | <input type="checkbox"/> Metal       | <input type="checkbox"/> Sculpture                       |
| <input type="checkbox"/> Apparel – Adult | <input type="checkbox"/> Candles                | <input type="checkbox"/> Jewelry – Fine   | <input type="checkbox"/> Photography | <input type="checkbox"/> Wood                            |
| <input type="checkbox"/> Apparel – Child | <input type="checkbox"/> Glass/Ceramics/Pottery | <input type="checkbox"/> Jewelry – Art    | <input type="checkbox"/> Paintings   | <input type="checkbox"/> German Apparel/<br>Collectibles |

\*Specialty Food items must be prepackaged. No onsite cooking in the Marketplace.  
Other (please specify) \_\_\_\_\_

### ATTACH SEPARATE SHEETS EXPLAINING/PROVIDING:

1. Are you the vendor creating the artwork/merchandise/specialty food to be sold? What do you do to create the work?
2. Provide representative photos of all types of merchandise for sale during the event. You MUST indicate what items are created by you and what items are resale. 8½ x11 sheets with copied photos are acceptable. *Please submit photos even if you may have submitted them in the past.*
3. Copy of Texas Sales Tax and Use Permit (photocopies are acceptable).

**DONATIONS/GIFT CERTIFICATES NEEDED:** Prize Donations and gift certificates will be used to gain exposure for the festival and your business through on-site recognition and media promotions where appropriate. In the event you are not selected as a vendor please select one of the following

- Please use my donation  Please return my donation

### **FEES - Submit check/money order with Application. Submit completed Payment Form to pay with credit card.**

- \_\_\_\_\_ \$450 10'x10' includes 4 sidewalls, 2 vendor wristbands, and 1 parking pass  
\_\_\_\_\_ \$850 10'x20' includes 4 sidewalls, 4 vendor wristbands, and 2 parking passes  
\_\_\_\_\_ \$10 each additional wristband – up to 4 for 10'x10' or up to 8 for 10'x20'  
\_\_\_\_\_ \$150 Corner – Corner request requires separate check or money order if not paying by credit card.  
\_\_\_\_\_ \$75 Temporary Food Service Permit for Specialty Food vendors only.  
\_\_\_\_\_ **TOTAL**

**AUTHORIZATION:** In connection with the Addison Oktoberfest event to be held Thursday - Sunday, September 20-23, 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 "Addison Oktoberfest Marketplace - 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. **Vendor also acknowledges that submission of Application does not guarantee acceptance into Addison Oktoberfest.**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_



# Temporary Food Service Permit

**Due by Wednesday March 7, 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 Special Events department with your Specialty Food Vendor application.
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 four 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 is separate from the booth fee. After the application and payment is received, a consultation and inspection will be made. Upon passing the inspection the license will be issued.
4. If paying by check, please write a separate check for \$75.00 and make it out to Town of Addison: Environmental Services.

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

Business Address \_\_\_\_\_

Business Phone \_\_\_\_\_

Owners Name \_\_\_\_\_

Owners Address \_\_\_\_\_

Manager \_\_\_\_\_

Assistant Manager \_\_\_\_\_

Date (s) of Operation \_\_\_\_\_

Date Paid \_\_\_\_\_ Check # \_\_\_\_\_ Receipt # \_\_\_\_\_ Permit # \_\_\_\_\_





# 2018 ADDISON OKTOBERFEST MARKETPLACE

## RULES, REGULATIONS, GENERAL INFORMATION AND APPLICATION

**NO VENDORS SERVING AS INDEPENDENT CONSULTANTS FOR A LARGER CORPORATION OR SELLING SERVICES OR PRODUCTS WITH BRAND NAMES OR CORPORATE LOGOS WILL BE ACCEPTED IN THE MARKETPLACE. SPECIALTY FOOD VENDORS ARE PERMITTED TO SAMPLE FOOD ITEMS BUT ALL GOODS FOR SALE MUST BE PREPACKAGED. NO COOKING PERMITTED IN THE MARKETPLACE.**

Please read all the Rules, Regulations and General Information before completing the Application form.

### All marketplace vendors are required to submit:

1. The completed application
2. Completed payment form (for use with checks, money orders and credit cards)
3. A separate sheet explaining/providing:
  - a) Are you the vendor creating the artwork/merchandise to be sold? What do you do to create the work?
  - b) Provide representative photos of all types of merchandise for sale during the event. You **MUST** indicate what items are created by you and what items are resale. 8½ x11 sheets with copied photos are acceptable. *Please submit photos even if you may have submitted them in the past.*
  - c) Copy of Texas Sales Tax and Use Permit (photocopies are acceptable).
4. Specialty food vendors are required to submit the Temporary Food Service Permit.

**Marketplace vendors must accept Tasty Bucks at the event in addition to your other forms of payment.** You will be given a full refund for Tasty Bucks by filling out your Tasty Buck Redemption form and mailing it in along with your Tasty Bucks and a W-9.

**Quality, original handmade arts and crafts items will be given first priority in acceptance of Application.** The purpose of the Marketplace area is to feature quality, original handmade arts and crafts items; however a very limited number of vendors selling quality, non-branded resale items will be accepted. All applications go through a jury process to determine which vendors will participate in Addison Oktoberfest.

All applications and required submittals must be received or postmarked on or before the application deadline of Wednesday, March 7, 2018. **Only merchandise discussed on application may be displayed during the event. Any vendor showing merchandise not on application may be asked to remove those items.** If items are not removed, then Vendor is subject to forfeiture of booth space and fees. If Vendor would like photos returned, please include a self-addressed stamped envelope with the Application. Applications postmarked after the Wednesday, March 7, 2018 deadline will be automatically placed on a waiting list. Please note that the name of the individual listed on the Application is required to be present during Event. **Vendor shall not sublet or assign this License to any other person.**

### **BOOTH/TENT SPACE FEES:**

**\$450 Interior 10' x 10' tent (8 ft tall) w/ removable vinyl sidewalls** ♦ one 110v electrical outlet ♦ 1 light bulb ♦2 vendor admission passes ♦ 1 vendor parking pass

**\$850 Interior 10' X 20' tent (8 ft tall) w/ removable vinyl sidewalls** ♦ two 110v electrical outlets ♦ 2 light bulbs ♦4 vendor admission passes ♦ 2 vendor parking passes

**Corner add \$150** – Corner request require separate check or money order in the amount of \$150 if not paying by credit card. This check will cover the additional fee for the corner location. Checks written by Vendors who are not selected for a corner location will be returned upon notification.

**PAYMENT & ADDITIONAL ADMISSION PASSES:** A completed payment form with credit card information, check or money order payable to the **Town of Addison** must be submitted with the Application and submittals. Vendor will be charged an additional \$35.00 for returned checks with insufficient funds. Credit cards will not be charged until Vendor has been notified of acceptance. Checks or money orders will not be cashed until Vendor has been notified of acceptance. Corner requests require separate checks. Additional exhibitor admission passes can be purchased for \$10.00 each. Maximum of 4 additional passes for 10 x 10 booth and 8 additional passes for 10 x 20 booths. Additional gate passes will also be available at the check-in gate at Load-In.

**CANCELLATION POLICY; NO ASSIGNMENT BY VENDOR:** No refunds of booth/tent space fees for cancellations will be allowed after 5:00 pm on **July 6, 2018**. All cancellations shall be in writing. The Town of Addison reserves the right to cancel Vendor's participation in the Event, and the right to cancel the Event or any portion thereof, at any time for any reason (or for no reason) whatsoever, in its sole and absolute discretion and without penalty to Addison. Vendor shall not sublet, assign, or otherwise transfer or convey any booth/tent space or any matter in connection with the Addison Oktoberfest event to be held Thursday - Sunday, September 20 - 23, 2018 at Addison Circle Park, Addison, Texas ("Addison Oktoberfest" or the "Event") and these Marketplace – Rules, Regulations and General Information (the "Booth Rules") to any other person. Any Vendor who is not set-up by the designated time will be assumed absent and its space will be automatically and immediately forfeited.

**VENDOR NOTIFICATION:** Vendors will be e-mailed notification of acceptance beginning **Friday, March 30, 2018**. Those vendors without email addresses will be mailed a notification letter beginning **Monday, April 2, 2018**. Vendors not selected will be mailed a notification letter along with their checks beginning **Monday, April 2, 2018**. Telephone notification will not be provided prior to a written notification. Vendors placed on the waiting list will be notified as booth space becomes available.

**ASSIGNMENTS:** Vendor space will not be confirmed until full payment is received. Vendor shall not sublet, assign, or otherwise transfer or convey any matter in connection with the Event or these Booth Rules to any other person, or any of the privileges conveyed herein, except with the prior written consent of the Event Director. The Town of Addison has and reserves the right to cancel any Vendor booth/tent and all matters pertaining to Vendor in connection with or related to the Event any time prior to the Event date with full or partial refund to Vendor as determined by Addison. Any approved assignee or transferee shall be subject to all the provisions and requirements of these Booth Rules and this agreement. Booth/tent placement will be assigned to best benefit the Event and all its participants, as determined by Addison. A limited number of corner booth spaces are available so requests for these or other specific locations cannot be guaranteed. **A lottery will be held to assign vendors when multiple requests for the same location are received.** The extra check will be returned to any vendor who did not have a corner location assigned to them. The Vendor not assigned to the requested space has seven business days after notification to accept or reject the offer to participate in the Event without penalty.

**BOOTH/TENT SPACE AND SIGNS; VENDOR ACTIVITIES:** Vendor is prohibited from selling merchandise, distributing literature, performing an activity, etc. from an area other than their booth/tent space. Violation of this rule will result in immediate forfeiture of booth/tent space and no portion of the registration fee shall be refunded. Vendor is permitted to decorate its booth/tent space as it pleases; however, Addison strives to create a polished, professional appearance throughout the Event and Vendor shall decorate its booth space accordingly. Signs, banners or a display of any kind relating to alcoholic beverages, or religion or politics, shall not be displayed by Vendor in the booth/tent space or at any other Event location. **Vendor understands and recognizes that the Event 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). Accordingly, Vendor's participation in the Event shall not include and Vendor shall not make, directly or indirectly, religious or political statements of any kind or nature or promote, encourage, advance, suggest or reference a religious or political agenda. Vendor shall not use profanity of any kind.** All materials draped from the booth/tent space must meet Addison fire and other public safety laws, codes, rules, standards, and regulations. The use of any candles, lamps, lanterns or anything with an open flame is prohibited.

Decorative lights powered by batteries are acceptable. The Addison Director of Special Events (the "Event Director"), or the Event Director's designee, is authorized to require modifications of any exhibit or of any merchandise or services offered by Vendor. Vendor may provide additional lightweight signage with prior written approval of the Event Director. Vendors must provide display racks or other methods for displaying merchandise in an outdoor environment.

**EVENT HOURS AND SET-UP/TEAR DOWN SCHEDULE:** Vendors will be allowed access to their booth/tent space via the designated area during set-up and tear down times only. Access to booth/tent 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, to transport your merchandise from your vehicle to the booth/tent space. Tear Down may not begin within the designated area until the times listed below. Vehicles and equipment may not have access for tear down until the Town of Addison Police Department representative makes an announcement that the street is clear. More detailed information will be provided in the pre-event packet that will be distributed prior to the Event.

The hours of operation of the Event shall be those scheduled by Addison. Vendor's booth/tent 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. **ADDISON HAS THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO CANCEL OR POSTPONE THE EVENT FOR ANY REASON OR FOR NO REASON WHATSOEVER. Should the Event be postponed or canceled for any Act of God, public safety, welfare, or for any reason (or for no reason) whatsoever, Vendor hereby RELEASES and FOREVER DISCHARGES Addison, its officials, officers, employees, representatives, agents, and volunteers from any and all liability, losses, harm, and claims for damages, and any other actions or claims whatsoever, which result from or arise out of such postponement or cancellation.** Vendor must exhibit on all days of the Event unless other previous arrangements are made with the Event Director; however, the cost for the booth/tent space remains the same. Vendor concessions shall remain open during all Event hours or the Vendor shall be subject to forfeiture of their deposit.

Date	Event Hours	Set-Up	Tear Down
Thurs., Sept. 20	6:00 pm – 11:00 pm	8:00 am – 4:00 pm	Midnight – 1:00 am
Fri., Sept. 21	6:00 pm – Midnight	8:00 am – 4:00 pm	1:00 am – 2:00 am
Sat., Sept. 22	Noon – Midnight	9:00 am – 10:00 am	1:00 am – 2:00 am
Sun., Sept. 23	Noon – 6:00 pm	9:00 am – 10:00 am	7:00 pm - 10:00 pm

**Addison does not provide personnel to assist vendors to unload or load merchandise or displays.**

**During load-in and load-out, vehicles must stay on Addison Circle Drive. Plan on using a dolly to transport your merchandise.** Detailed load-in/load-out information will be included in pre-event packet upon acceptance into the Event.

**All vehicles must be cleared off the streets 2 hours prior to event opening.**

**MERCHANDISE; VENDOR SELECTION; VENDOR ACTIVITIES:** All products/services to be provided by or on behalf of Vendor must be appropriate for a festive, family event. Vendor selection and approval will be in Addison's sole and absolute discretion; no person is entitled or has any right of any kind or nature whatsoever to be selected as a Vendor at the Event, and each Applicant understands and agrees that Addison may reject an Applicant for any reason or for no reason whatsoever. In connection therewith but without in any way limiting Addison's sole and absolute discretion, Addison may consider, among other things, the overall theme/audience of the Event and the Addison community, quality, suitability, appearance and previous participation at other Town of Addison events. **By submitting an Marketplace Application for the Event, the Applicant fully WAIVES any and all claims, damages, suits or proceedings which it has or may have against Addison, its officials, officers, employees, representatives, agents, and volunteers arising out of or relating to Addison's processing of or decision regarding the Marketplace Application and Applicant's participation (or non-participation) in the Event, and further RELEASES, FOREVER DISCHARGES, and COVENANTS NOT TO**

**SUE Addison and its officials, officers, employees, representatives, agents, and volunteers in connection therewith. 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).** Health-related and Public Safety programs and/or merchandise are not allowed unless written permission is obtained from the Event Director. Merchandise cannot be shipped to the Event in advance and no accommodations are available for storage by Addison.

**SECURITY:** The Event site (located at Addison Circle Park, 4970 Addison Circle Drive, Addison, Texas) ("Event Site") will be secured continuously throughout the duration of the Event. Merchandise may be left overnight at the Vendor's (or other owner's) sole risk and responsibility. The Town of Addison will provide fencing to secure the Event Site and 24-hour security during the Event period and includes set-up and tear-down.

**Addison assumes no responsibility for any property placed on the premises of the Event Site, and Vendor FULLY RELEASES and DISCHARGES the Town of Addison, Texas, its officials, officers, employees, representatives, agents, and volunteers (in both their official and private capacities) from any claims or liabilities for any loss, injury or damage or any other harm whatsoever to person or property that are sustained by reason of or in connection with the occupancy of the Event Site under this agreement or in connection with the Event.** All watchmen or other protective service desired by Vendor must be arranged for by special written agreement with the Event Director.

**LIABILITIES:**

**VENDOR'S DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION:** Vendor covenants and agrees to FULLY DEFEND (with counsel reasonably acceptable to Addison), INDEMNIFY and HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, agents, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities, (each an "Addison Person" and collectively the "Addison Persons") from and against any and all claims, actions, causes of action, demands, losses, harm, damages, fines, penalties, liability, liens, expenses, lawsuits, judgments, proceedings, costs, and fees (including, without limitation, reasonable attorney fees and court costs), of any kind and/or nature whatsoever, made upon any Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to (1) the activities of and performance by Vendor at or in connection with the Event, (2) representations or warranties by Vendor hereunder in connection with the Event, and/or (3) any other act or omission under or in performance of this agreement by Vendor or any persons associated, involved, and/or participating with Vendor in connection with the Event, including, without limitation, all owners, directors, partners, managers, officers, employees, representatives, agents, contractors, consultants, concessionaires, musicians, artists, and invitees of Vendor, and their respective owners, officers, employees, directors, agents, representatives, and contractors (together, "Vendor Persons"), at or in connection with the Event. SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Vendor shall promptly advise Addison in writing of any claim or demand against any Addison Person or Vendor related to or arising out of Vendor's activities hereunder and shall see to the investigation and defense of such claim or demand at Vendor's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Vendor of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth herein, shall survive the termination or expiration of the Event, Vendor's participation at the Event, and this agreement.

**RELEASE; ASSUMPTION OF RISK.** Vendor, for itself and its owners, managers, directors, partners, officers, agents, employees, representatives, contractors, concessionaires, and invitees 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 officials, officers,

agents, employees, and/or invitees in connection with, arising out of, or related to the Event or this agreement. Vendor, for itself and its owners, managers, directors, partners, officers, agents, employees, representatives, contractors, concessionaires, and invitees do hereby 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 agreement and the Event.

Vendor, for itself and its owners, managers, directors, partners, officers, agents, employees, representatives, contractors, concessionaires, and invitees hereby RELEASES Addison, and its officials, officers, agents, employees, and/or invitees (in both their official and private capacities), from any claims or 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 the negligence, gross negligence, or conduct that would give rise to strict liability of any kind, or any other act or omission, of Addison or any of its officials, officers, agents, employees, and/or invitees.

**GENERAL RULES & REGULATIONS:** Vendors are expected to be open and operating during all event days and hours. Vendors who close while the event is open without permission from the Event Director will be noted and may not be invited to future events.

Vendors are to provide their own chairs, own commercial grade extension cord and display racks and/or tables suitable for displaying merchandise in an outdoor environment. Come prepared with sunscreen, extra tarps, bungies, and packing supplies, in case of wind, or other inclement weather. Bring everything you may need as we do not have extra supplies for your use.

Vendor must keep merchandise inside the assigned area. Vendor is prohibited from selling merchandise, distributing literature or performing an activity from an area other than their booth space. Vendor may not post any signs on the Event site outside their booth. Violation of this rule will result in possible forfeiture of booth space.

Vendor is permitted to decorate the booth space as Vendor pleases; however, Addison strives to create a polished, professional appearance throughout the Event. All material draped from the exhibit space must meet Addison fire laws. Lightweight signage on Vendor booth is allowed, but "Discount" signage is prohibited. All signage is subject to the approval of the Town by and through the Event Director. The Event Director has and reserves the right to require modification of any exhibit.

Addison does not provide food or drink to vendors. Food and drink will be available for purchase during normal event hours.

Restrooms – Addison does not provide personnel to afford vendors breaks. Check with your neighboring booth to see if you can watch each other's booths during breaks. Restrooms for Vendors are not provided; however, the restrooms in the green pavilion and in the Addison Conference Centre typically have little or no waiting times.

During the course of the Event, Vendor shall maintain the areas inside their tent(s) and their booth/tent space 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 all federal, state and local laws, ordinances, rules, codes, standards, regulations, and policies whether now existing or hereafter enacted or established, including, without limitation, the laws, charter, ordinances, rules, codes, standards, regulations, and policies of Addison. 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 and general clean up of its booth/tent space(s) and surrounding area. Failure of a Vendor to maintain its booth/tent and/or tent or other space occupied by the Vendor may result in a forfeiture of the Vendor's security deposit as may be determined by Addison.

Vendor and all persons participating or performing at the Event with Vendor are and shall at all times be and remain liable and responsible for their acts and omissions, including, without limitation, their operations and conduct at or in connection with the Event. All property shall be removed from the Event site by 10pm on the final day of the Event (the "Time of

Removal") or prior to the Time of Removal in the event of termination of this agreement.

If any part of the Vendor's tent(s) or booth/tent space 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/or booth/tent space and shall not be liable for any damage to or loss of any property sustained during its removal and storage. Upon termination of this agreement and the Event, Vendor shall deliver the Vendor tent(s) area and booth/tent space to Addison in as good condition as at the beginning of the terms of the Event and this agreement, except for ordinary wear and tear. The terms of this paragraph shall survive the termination of the Event and this agreement.

Vendor agrees that no representations have been made by Addison or by any of its officials, officers, employees, agents, representatives, or volunteers that the preparation of the Event Site will be advanced to any particular stage upon any particular date or that any warranty is being made as to the opening date of the Event. **If the Event or any portion thereof does not open as scheduled or at all, Addison will be under no liability to Vendor for any claims for damages or any loss whatsoever.**

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 in accordance with the rules and regulations of Addison 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.

Failure by Vendor to comply with any of the terms of this agreement shall be sufficient cause for termination of this agreement by Addison. In the event of termination, Vendor shall immediately vacate Event property removing all equipment, materials, and supplies; in addition, Addison shall have other rights and remedies available at law or in equity, which rights and remedies shall be cumulative. Vendor acknowledges that this Contract is not a lease but only a revocable license to operate the activity described herein.

Vendor agrees that its employees and any other Vendor Persons involved with the Event shall not drink beer, wine or any other alcoholic beverage while in performance of their duties under this agreement and shall not be under the influence of any intoxicating beverages, narcotics or drugs at any time while on Addison's property.

By participating in the Event, Vendor hereby gives Addison permission for the recording, reproduction and cable casting of any visual and/or aural occurrences that may take place during the Event. Vendor does hereby grant permission to Addison to use photographs or images of Vendor's participation in the Event in advertising, publicity or promotion of Addison at no payment or remuneration to Vendor or any of Vendor Persons.

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

This agreement is subject to any and all rules, regulations, and standards of Addison. The laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this agreement; and, with respect to any conflict of law provisions, such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to this agreement. Venue for any action under this Agreement lies exclusively in Dallas, County, Texas, and Addison and

Vendor each submits for all purposes to the jurisdiction of the courts thereof.

If any paragraph, provision, sentence, clause, or any other part of this agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

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

This agreement and each of its provisions are solely for the benefit of Addison and Vendor and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Defined terms used in this agreement may be used interchangeably in singular or plural form, and pronouns shall be construed to cover all genders. Section and subsection headings are for convenience only and shall not be used in the interpretation of this agreement.

"Includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

Vendor certifies to Addison that Vendor has read these Booth Rules, has fully informed itself of the contents hereof before signing it, and understands the terms and conditions hereof.

Time is of the essence in this agreement and in each provision contained in it.

The officer or agent of the Vendor signing this agreement on behalf of Vendor acknowledges, warrants, and represents that the officer or agent is the properly authorized representative or official of Vendor and has the necessary authority to execute this agreement for Vendor.

**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 not 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:
  - a. curtain is free sliding on a metal support. Support shall be a minimum of 8 feet above floor level at the exit.

b. curtain shall be so arranged that when open no part of curtains shall obstruct the exit.

c. 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.