

# ADDISON OKTOBERFEST

## September 19-22, 2019



### FOOD VENDOR APPLICATION INFORMATION

This application is due **Thursday, April 11, 2019**

Completed application and supporting documentation should be delivered to: [ysaldivar@addisontx.gov](mailto:ysaldivar@addisontx.gov)

**or**

Town of Addison Special Events – Oktoberfest Food Vendor  
P.O. Box 9010 Addison, TX 75001

You are invited to participate in Addison Oktoberfest to be held Thursday, September 19- Sunday, September 22, 2019. Please read all application instructions carefully and note that the deadline for applying is Thursday, April 11, 2019. Applications postmarked by April 11, 2019 will be considered on time. Due to high volume of applications and limited space, late applications will not be accepted.

Submission of an application does not guarantee acceptance into the event. All applicants will be notified in writing confirming the selection or denial of an application by email by Monday, April 29, 2019.

### INSURANCE REQUIREMENTS

Participants will be required to provide proof of the following insurance coverage that they have purchased at their own expense. Insurance must name the Town of Addison as an additional insured and contain a waiver of subrogation endorsement in favor of Addison for the dates of September 18-22, 2019.

a) Commercial General Liability	\$1,000,000
b) General Aggregate	\$1,000,000
c) Product/Completed Operations Aggregate	\$1,000,000
d) Personal & Adv. Injury	\$1,000,000
e) Per Occurrence	\$1,000,000
f) Medical Coverage	\$5,000 per person
g) Fire Liability	\$50,000 per fire
h) Liquor Liability Endorsement (if selling beer or wine)	\$1,000,000 per claim/\$1,000,000 aggregate
i) Comprehensive Automobile Liability (owned, leased, non-owned & hired automobiles.)	\$300,000

### KEY RULES & REGULATIONS

Please read all the attached Rules and Regulations before completing the application form. If selected, more detailed information will be provided.

**All sales of concessions, food or beverages will be made using a Point-of-Sale System furnished by Addison. All participants must accept cash, credit cards and Tasty Bucks. All menu prices must include sales tax. There will not be a limit on the average price per menu item.**

All cancellations shall be made in writing and received a minimum of 60 days in advance of the first day of the event in order to receive a full refund.

# FOOD VENDOR APPLICATION INFORMATION

## COST OF PARTICIPATION

The refundable deposit required to participate in Oktoberfest is **\$275**. You will be invoiced for this amount upon acceptance and the fee must be paid by the due date on the invoice to secure your spot in the event.

- **Food Vendor Pricing:**

- **\$275 Refundable Deposit + 25% of Gross Sales**

Deposits will be returned if booth space and/or materials are not damaged after the event and all rules and regulations are followed.

**How does a participant receive their net cash?**

**NEW IN 2019**, all sales of concessions, food, or beverages will be made using a Point-of-Sale System furnished by Addison. Vendors will pay Addison a percentage of the gross receipts received from its sale of food and beverages. Addison will invoice vendor within 5 business days of the end of the event for commission plus any additional booth charges (additional electricity, booth damage charges, etc.) owed. Payment is due to Addison upon the receipt of an invoice.

## INCLUDED IN COST OF PARTICIPATION

A limited amount of equipment will be included in the cost of participation. There are additional expenses for participants that require more equipment than the standard amount provided.

- Frame tent with counters, skirting & tarp flooring.
- Two (2) POS Equipment Bundles
- Printed menu board
- Basic electrical power
- Coca-Cola upright refrigerator (must be selling Coke products; for beverage storage only.)
- Two (2) 8'x30" folding tables
- Access to water
- Vendor Credentials

## POINT-OF-SALE INFORMATION

Addison will furnish two (2) POS Equipment Bundles in the cost of participation. Additional equipment bundles are available for an additional fee. If participants wish to use their own POS equipment, they must create a new account under Addison's Point-of-Sale software provider for detailed tracking of sales. Additionally, equipment must meet the following requirements:

- iPad and Square Stand Bundle
- Automatic Cash Drawer
- 4G LTE Data, vendor cannot rely on WIFI.
- Square contactless and chip reader
- Receipt Printer

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**or**  
Town of Addison Special Events – Oktoberfest Food Vendor  
P.O. Box 9010 Addison, TX 75001

## CONTACT INFORMATION

Please type or print clearly.

Company Name: \_\_\_\_\_

\_\_\_\_\_

Company Main Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_

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

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



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

Key Contact Cell Phone: \_\_\_\_\_

Key Contact Work Phone: \_\_\_\_\_

Key Contact E-mail: \_\_\_\_\_

**All correspondence will be done via the Key Contact's email.**

**Please be sure to list the best email to receive important event information.**

On-site Event Manager: \_\_\_\_\_

On-site Event Manager Cell Phone: \_\_\_\_\_

# FOOD VENDOR APPLICATION INFORMATION

## PROPOSED FOOD & BEVERAGE ITEMS

Food vendors may sell approved German food items but may not sell alcoholic beverages. Participant selection will be carefully evaluated in regard to menu items. Special Events has full discretion to accept or reject any menu item proposed by an applicant. It is recommended to enclose photos showcasing the product you wish to sell. These photos will be viewed to determine selected participants.

A temporary food permit issued by the Town of Addison Environmental Health Department is required for participation. Please complete the attached application.

Write your complete menu below (attach additional page if necessary.) Participants are unable to make menu changes after the menu submission deadline.

Menu Item	Price (must include sales tax.)	Gluten-Free? (Check One)	
	\$	YES	NO
	\$	YES	NO
	\$	YES	NO
	\$	YES	NO
	\$	YES	NO

**Non-Alcoholic Beverages:** Bottled product may not be purchased at retail outlets. All non-alcoholic beverages must be purchased from the official event soft drink/water supplier on-site. Information detailing sponsor product and pricing will be provided prior to the event. Uniform non-alcoholic beverage pricing will be set by the event. Pricing must align with the pricing of the hotel partners.

Check here if you will you be selling Coca-Cola 20 oz. bottled product?



# FOOD VENDOR APPLICATION INFORMATION

## BOOTH REQUIREMENTS

Booth space is limited. Locations will be assigned by the Special Events Department to best benefit the event and all its participants. **Please select one below:**

### Addison provided frame tent with counters, skirting & tarp flooring.

What size do you need?

- 10x10
- 10x20
- 20x20

Any special requirements? \_\_\_\_\_

### What are your electricity requirements?

- 20-amp 120v: Quantity? \_\_\_\_\_
- 30-amp 220v: Quantity? \_\_\_\_\_
- 50-amp 220v: Quantity? \_\_\_\_\_
- 60-amp 220v: Quantity? \_\_\_\_\_
- 100-amp 220v: Quantity? \_\_\_\_\_

### Additional Folding Tables (additional fees apply.)

<input type="checkbox"/> 8'x30" folding table	Quantity _____	Rate per Unit \$10.00	Total (to be invoiced post-event.) \$ _____
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### Additional POS Equipment (additional fees apply.)

<input type="checkbox"/> POS Equipment Bundle Includes: iPad and Square Stand Bundle Automatic Cash Drawer Verizon 4G LTE Data Square contactless and chip reader Receipt printer Comprehensive Insurance	Quantity _____	Rate per Unit \$300.00	Total (to be invoiced post-event.) \$ _____
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## THE FOLLOWING DOCUMENTATION MUST BE ATTACHED:

- Completed Application
- Completed Temporary Food Permit Application
- Signed Vendor Rules and Regulations
- Photos of product and booth layout (recommended.)

In connection with the Addison Oktoberfest event to be held Thursday, September 19, 2019 – Sunday, September 22, 2019 at Addison Circle Park, Addison, Texas ("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 "Vendor Rules and Regulations" attached hereto and made a part hereof for all purposes, and Vendor represents and warrants that Vendor has read and understands the same.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (type or print)

Deliver application and supporting materials to:  
ysaldivar@addisontx.gov  
**or**  
Town of Addison Special Events  
Oktoberfest Food Vendor  
P.O. Box 9010  
Addison, TX 75001



**TEMPORARY FOOD PERMIT APPLICATION  
ENVIRONMENTAL HEALTH DIVISION  
16801 Westgrove Dr  
Addison, TX 75001  
972-450-2880**

**PLEASE WRITE LEGIBLY                      PAYMENT IS NON-REFUNDABLE**  
**Incomplete applications will delay or prevent permitting.**

**APPLICANT INFORMATION**

Name of Organization:

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Contact Person:

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Address

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Phone: Cell Phone:

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Person in Charge on Site:

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**EVENT INFORMATION**

Name of Event:

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Event Organizer/Sponsor/Coordinator:

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Contact person: Cell Phone:

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Location of Event:

---

Date(s) of Event:

---

Time(s) of Event

---

Event to be held:  Enclosed Building  Outdoors

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Anticipated maximum attendance at peak time:

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**OFFICE USE ONLY**

Site Information	Yes	No			
IRS 501 Provided				Date Paid:	Receipt #
Annual Permit on file				Method:	
Out of Town Vendor				Mail	Pick-up
Copy of Inspection Report					

Env. Health Approval:

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Date:

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**TEMPORARY FOOD PERMIT APPLICATION  
ENVIRONMENTAL HEALTH DIVISION  
16801 Westgrove Dr  
Addison, TX 75001  
972-450-2880**

Please list specific menu items, including drinks to be served. Items not approved below may not be offered for consumption


No food or beverage stored or prepared in a private home may be offered for sale, sold or given away from a temporary food facility.

Onsite cooking equipment:
Onsite hot hold and/or cold hold equipment:
Food Suppliers (name & address):

Will food preparation take place prior to scheduled event? Y \_\_\_\_\_ N \_\_\_\_\_

If YES, the provide name & location of food preparation facility:


Submit copy of food establishment permit & most recent inspection report if food is from a non-Addison restaurant.

Site Information	Yes	No
Three compartment sink		
Sanitizer test strips		
Handwashing facilities available		
Toilet facilities available		
Name and contact information of person responsible for solid waste disposal and liquid waste disposal:		



**TEMPORARY FOOD PERMIT APPLICATION**  
**ENVIRONMENTAL HEALTH DIVISION**  
16801 Westgrove Dr  
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**PERSONNEL / EMPLOYEE INFORMATION**

Person(s) preparing food / drink:
Person(s) serving food / drink onsite: List ALL employees and volunteers on ALL shifts (use additional sheets if necessary)
Person(s) cleaning up:

I certify that the submitted information is correct, and I fully understand that any deviation from the above without prior permission from the Regulatory Authority may nullify the permit. I understand I am subject to inspection at any time during the event. I understand that fees are non-refundable. I understand that outdoor grilling, cooking and hot hold activities in place during temporary food events must adhere to the Town of Addison Fire Department Ordinance and the policies and procedures outlined in the Temporary Events Procedures document and is subject to the approval of the Regulatory Authority.

\_\_\_\_\_  
Signature of Participant

**DID YOU REMEMBER TO?**

- COMPLETELY FILL OUT APPLICATION
- SIGN APPLICATION
- ATTACH COPY OF PERMIT AND MOST RECENT INSPECTION REPORT



# Vendor Rules and Regulations

Please read all the Rules and Regulations before completing the application form. If selected, more detailed information will be provided in the Vendor pre-event packet. By execution below, Vendor acknowledges and agrees to the terms and conditions provided herein.

## VENDOR SELECTION

Vendor selection and approval will be in Addison's sole and absolute discretion; no person is entitled or has a 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.

BY SUBMITTING A VENDOR 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 VENDOR 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.

## PAYMENT

Upon review and acceptance of application, vendor will receive notification by email. At this time, vendor will have ten (10) business days to submit full payment. Vendor will be charged \$35 for returned checks with insufficient funds. Vendor must submit payment using check, cashier's check, money order or credit card with a completed payment authorization form. Vendor participation will not be confirmed until full payment is received. By Vendor's payment of Vendor fees and Addison's acceptance of the fees, 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.

## BOOTH ASSIGNMENTS

Vendor shall not sublet, assign, or otherwise transfer or convey any matter in connection with the Event or these Vendor Rules 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 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 Vendor Rules and this agreement.

## BOOTH OPERATIONS

**Signage/Décor:** 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 in appropriate messaging, shall not be displayed by Vendor in the booth/tent space or at any other Event location. The booth shall reflect the purpose of the Event. The Director of Special Events or the Director of Special Events' designee, is authorized to require modifications of any exhibit or of any merchandise or services offered by Vendor, including the removal of an exhibit (in whole or in part) or services. Vendor may provide additional lightweight signage with prior written approval of the Director of Special Events. Changes to Addison supplied signage shall not be permitted. Vendors who make unauthorized changes to signs shall be asked to remove the sign(s) and shall be subject to a fee to be determined by the Director of Special Events.

**Set-up/Tear Down:** 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 for any reason at any time. Vehicles and equipment may not have access for tear down until the Town of Addison Police Department makes an announcement that the street is clear. Vehicles must follow street access guidelines or shall be subject to ticketing and/or towing at the owner's expense.

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 Addison to set up prior to its commencement and to tear down

after its conclusion. Addison reserves the right to regulate the hours that the vendor(s) remain open.

Upon termination of this agreement and/or the Event, Vendor shall deliver the Vendor tent(s) area, booth/tent space, and Point-of-Sale equipment 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.

**Electrical:** A limited number of electrical outlets will be provided to select vendors (see Vendor Application.) Vendor will be responsible for any charges of additional electricity requested on-site. If Vendor is plugging in equipment that has not been pre-approved, Vendor shall immediately discontinue its use upon request.

**Requirements:** 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.

#### MERCHANDISE

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, removal from the event and no portion of the Vendor fees shall be refunded.

Vendor understands and recognizes that the Event is for entertainment purposes only, and agrees to conform its booth and any merchandise, literature or related activity to the purpose of the Event. Accordingly, Vendor's participation in the Event shall reflect the stated purpose of the Event at all times. Vendor shall not use or allow profanity of any kind or obscene language or behavior.

#### BEVERAGE & ALCOHOL SALES REQUIREMENTS

**Alcoholic Beverages:** Alcoholic beverages are only permitted to be sold by approved vendors at select events. No glass containers permitted. Vendor must show proof of and display in their booth a temporary permit to sell beer and wine obtained by the Texas Alcoholic Beverage Commission. Import/specialty beer, wine and wine-based cocktails may be sold. Liquor as defined by the Texas Alcoholic Beverage Code is not permitted. Vendors selling beer & wine shall show proof of the proper liquor liability endorsement on their insurance policy upon acceptance for Vendor participation. Vendor is solely

responsible for checking the identification of Event patrons prior to serving.

**Non-Alcoholic Beverages:** Bottled product may not be purchased at retail outlets. All non-alcoholic beverages (soft drinks, lemonade, water, tea) must be purchased from the official Event soft drink/water supplier on-site.

#### POINT OF SALE SYSTEM (FOOD VENDORS ONLY)

All sales of concessions, food (excluding specialty food vendors,) or beverages shall be made through the use of a Point-of-Sale System furnished by Addison. If Vendor fails to adequately track all sales through this system, they may be removed from the event and excluded from participating in Addison produced events. Vendor must accept Cash, Major Credit Cards and Tasty Bucks from previous years. Addison will collect a commission on the Tasty Bucks at the contracted amount. One (1) Tasty Buck equals \$1.

A limited number of Point-of-Sale units will be provided to select vendors (see Vendor Application.) Vendor will be responsible for any charges of additional units requested. All Point-of-Sale equipment must be returned to Addison in as good condition as at the beginning of the terms of the Event.

**On-site Operations:** Any adjustments such as voids or refunds made must have sufficient documentation (manager signature, form, etc.) Vendor must close out all transactions and be logged out of the Point-of-Sale software within thirty (30) minutes of the conclusion of the event each day.

Vendor will be required to create a new account under Addison's Point-of-Sale software provider for detailed tracking of sales. Vendor shall also keep full and detailed accounts, books, records, and data, and exercise such controls as may be necessary and prudent, for proper financial management and accounting of all moneys and funds it collects and disburses from or as a result of the sale of food and beverages. Addison and Addison's duly authorized representatives shall be afforded access to inspect, review and copy Vendor's accounts, books, records, and other data relating to the same during normal business hours at Vendor's or at such other location within the Town of Addison as Addison may direct, including the right to audit the same (all such accounts, books, records, and data include any and all accounts, books, and records).

Vendor shall pay to Addison a percentage of the gross receipts received from its sale of food and beverages pursuant to this agreement. Addison will invoice Vendor within five (5) business days of the end of the Event for commission, plus any additional booth charges (additional electricity, booth damage charges, etc.) owed. Payment in full is due upon receipt of invoice.

## SECURITY

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.

## INSURANCE REQUIREMENTS (FOOD VENDORS ONLY)

Vendor must provide proof of insurance coverage that it has purchased at its own expense following the Town of Addison requirements upon acceptance for Vendor participation.

## CANCELLATION

**All cancellations shall be made in writing and received a minimum of 60 days in advance of the first day of the event in order to receive a full refund. 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. Any Vendor who is not set-up by the designated time will be assumed absent and its space will be automatically and immediately forfeited.**

## 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.

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.

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.

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.

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.

THE PROVISIONS OF THIS ENTIRE SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND THE EVENT.

Acknowledged and Agreed to by:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

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

Date: \_\_\_\_\_

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