

# 2017 ACTIVITY VENDOR APPLICATION

Vendor qualifies for an Activity Vendor location if the vendor is offering family friendly interactive activity.

Business Name (print clearly)	
Contact Name	
Office Phone	Fax
Cell Phone	Email Address
Mailing Address	
City / State / Zip	

PARTICIPATING	EVENT	EVENT DATE	EARLY REGISTRATION	FINAL DEADLINE	HOURLY RATE
	Taste Addison	May 19 – 21, 2017	<b>February 1, 2017</b>	<b>March 10, 2017</b>	
	Addison Kaboom Town! ®	July 3, 2017	<b>March 1, 2017</b>	<b>April 7, 2017</b>	
	Addison Oktoberfest	September 14 – 17, 2017	<b>April 1, 2017</b>	<b>May 12, 2017</b>	

<b>ELECTRICITY ORDER</b>
<b>(2) TWO 110 Outlets are included in your booth</b> (any additional needs must be approved by Special Events)

<b>TENT SPECIFICATIONS</b> – Please check your preferences. Addison provides the following tents free of charge.	
No Tent Needed	COUNTERS - No counters needed
TENT - Using Addison provided 10' x 10' tent	COUNTERS - Three counters (front / sides – walk up to booth)
TENT – Using Addison provided 10' x 20' tent	COUNTERS - Three counters (back / sides – walk in to booth)
SIDEWALLS – 4 sidewalls	SIDEWALLS – No sidewalls needed.

## 2017 ACTIVITY VENDOR APPLICATION CONTINUED

Business Name (please print clearly)

ACTIVITY DESCRIPTION
Describe activity to be conducted and the amount of space required. Please provide pictures of all equipment and booth set up
ACTIVITY DESCRIPTION & SPACE REQUIREMENTS

TWO-SENTENCE DESCRIPTION TO BE USED ON THE EVENT WEB SITE (include link information):

VENDOR BOOTHS INCLUDE:	
Electricity (2 - 110 v)	Two 8' unskirted tables
Ten (10) vendor wristbands valid each day of the event (Additional wristbands can be purchased for \$10.00 each)	One 2:A 10B C fire extinguisher for every other booth to share
Two (2) reserved parking passes	Access to water

**AUTHORIZATION:** In connection with Addison Special Events (Taste Addison May 19 – 21, 2017, Addison Kaboom Town!® July 3, 2017, and Addison Oktoberfest September 14 – 17, 2017) at Addison Circle Park, Addison, Texas, Vendor agrees that it shall abide by and that Vendor's participation in Events is subject to all of the terms and conditions of the "ACTIVITY 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.

**Vendor acknowledges that submission of application does not guarantee acceptance into Addison Special Events.**

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**Return completed  
application and payment to:**

Town of Addison  
Special Events  
Attn: Activity Vendor  
P.O. Box 9010  
Addison, TX 75001-9010

mmarsh@addisontx.gov  
Office: 972-450-6281  
FAX 972-450-6225

# ACTIVITY VENDOR - RULES, REGULATIONS AND GENERAL INFORMATION

## SPECIAL EVENTS:

### **TASTE ADDISON**

Taste Addison offers a tasty weekend blend of food, music and family fun. This three-day festival features over 30 Addison restaurants serving generous samplings of their menus at reduced prices, national musical entertainment, chef demonstrations, wine tasting seminars, carnival rides, midway games, and more.

<b>Event Days</b>	<b>Event Hours</b>	<b>Activity Operation Hours (subject to change)</b>
Friday, May 19, 2017	6:00 p.m. - Midnight	No Activities Planned
Saturday, May 20, 2017	Noon – Midnight	2:00 p.m. – 7:00 p.m.
Sunday, May 21, 2017	Noon. - 6:00 p.m.	Noon – 6:00 p.m.

**ADDISON KABOOM TOWN!®** : The day before America’s birthday, Addison holds a celebration unlike any other in the country, and has done so since 1986. With its breathtaking fireworks display that can be seen from miles around and not-to-be-missed air show, Addison Kaboom Town!® launches a festive atmosphere that serves as Addison’s signature event for nearly 500,000 people.

<b>Event Days</b>	<b>Event Hours</b>	<b>Activity Operation Hours (subject to change)</b>
Monday, July 3, 2017	5:00 p.m. – Midnight Fireworks begin at dusk	5:00 p.m. – 9:30 p.m.

**ADDISON OKTOBERFEST:** You are invited to participate in the 30<sup>th</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.

<b>Event Days</b>	<b>Event Hours</b>	<b>Activity Operation Hours (subject to change)</b>
Thursday, September 14, 2017	6:00 p.m. – 11:00 p.m.	No Activities Planned
Friday, September 15, 2017	6:00 p.m. - Midnight	No Activities Planned
Saturday, September 16, 2017	Noon – Midnight	2:00 p.m. – 7:00 p.m.
Sunday, September 17, 2017	Noon - 6:00 p.m.	Noon – 6:00 p.m.

**ELECTRICAL:** Each vendor will receive two (2) 110-volt electrical outlets at no charge. If additional electrical outlets are required please contact the Special Events Department to see if your needs can be accommodated. Written confirmation of the number of additional electrical outlets you require must be received at the time of application submittal. Vendor shall also provide written confirmation of the equipment and its amperage that will be used at the Event. Only commercial-grade extension cords may be used, if necessary.

**REGISTRATION DEADLINES:** Space is limited and applications may not be accepted after the following deadlines:

EVENT	EVENT DATE	EARLY REGISTRATION	FINAL DEADLINE
Taste Addison	May 19 – 21, 2017	February 1, 2017	March 10, 2017
Addison Kaboom Town! ®	July 3, 2017	March 1, 2017	April 7, 2017
Addison Oktoberfest	September 14 – 17, 2017	April 1, 2017	May 12, 2017

Proof of the required liability insurance is required with the Application for vendor space.

**Vendor understands that submission of this Application does not guarantee acceptance into the Events.** Vendor understands and acknowledges that the rights granted to it hereunder by Addison are not exclusive and that other similar organizations shall be granted a similar right to sell merchandise, display information or conduct an activity.

**PARKING:** Vendor will be provided two (2) 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 to Vendor tent(s) only if tent is located on the street, but must be parked in the designated area immediately after unloading. Vehicles parked in non-authorized areas shall be subject to towing. All vehicles must be clear of streets 2 hours prior to event opening.

**ASSIGNMENTS: NO ASSIGNMENT BY VENDOR:** The Director of Special Events will assign Vendor space approximately 30 days prior to the Event. 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 Director of Special Events. The Town of Addison has and reserves the right to cancel any Vendor 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. Vendor placement will be assigned to best benefit the Event and all its participants, as determined by Addison.

**CANCELLATION POLICY:** 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. Any Vendor who is not set-up by the designated time will be assumed absent and its space will be automatically and immediately forfeited.

**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 Activity 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 Activity 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. 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).** Health-related and Public Safety programs and/or merchandise are not allowed unless written permission is obtained from the Director of Special Events. Merchandise cannot be shipped to the Event in advance and no accommodations are available for storage by Addison.

**VENDOR SPACE AND SIGNS; VENDOR ACTIVITIES:** Vendor is prohibited from selling merchandise, distributing literature, performing an activity, etc. from an area other than their Vendor space. Violation of this rule will result in forfeiture of Vendor space and no portion of the registration fee shall be refunded. Vendor is permitted to decorate its Vendor 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, religion or politics, shall not be displayed by Vendor in the space. **The Vendor 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 Vendor 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 or the Director of Special Events 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 Director of Special Events. 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 Vendor space via the designated area during set-up and tear down times only. Access to Vendor space during Event hours will be permitted from designated entrances and loading bays only. 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 each event.

The hours of operation of the Event shall be those scheduled by Addison. Vendor's space 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 Director of Special Events, 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.

**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 police security only during Taste Addison, Addison Kaboom Town!, and Addison Oktoberfest.

**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 Administrator.

**INSURANCE:** Vendor must show proof of the following insurance coverage that it has purchased at its own expense to reserve booth space: Commercial Package Liability Insurance

- a. Commercial General Liability: \$1,000,000.00
- b. General Aggregate \$1,000,000.00
- c. Product/Completed Operations Aggregate \$1,000,000.00
- d. Personal & Adv. Injury \$1,000,000.00
- e. Per Occurrence \$1,000,000.00
- f. Medical Coverage \$5,000.00 (any one person)
- g. Liquor Liability Endorsement \$1,000,000.00 (if selling beer and/or wine)
- h. Fire Liability (any one fire) \$50,000.00
- i. Comprehensive Automobile Liability (owned, leased, non-owned and hired automobiles) \$300,000.00
- j. Statutory Limits of Workers Compensation Insurance

All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, (ii) name Addison as an additional insured and contain a waiver of the subrogation endorsement in favor of Addison, and (iii) include coverage for the period of time including the event days as well as set-up days (usually one day before and one day after the event). Certified copies of all such policies shall be delivered to Addison upon the execution of this Agreement, but in any event no later than two weeks prior to the event; 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 Owner 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 Agreement is terminated in its entirety, including any renewal thereof or extensions thereto. For insurance questions, please contact Rebecca Brack at 972-450-2800, fax the insurance certificate directly to (972) 450-2825 or email certificate to: [rbrack@addisontx.gov](mailto:rbrack@addisontx.gov). Insurance is due 30 days prior to each event.

**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:** 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 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 the Town.

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 within 24 hours of the event closing (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.