



ADDISON OKTOBERFEST 2010

Thursday, September 16, 2010 • 5:00 PM – 11:00 PM
Friday, September 17, 2010 • 5:00 PM – Midnight
Saturday, September 18, 2010 • Noon – Midnight
Sunday, September 19, 2010 • Noon – 6:00 PM

| | |
|---------------------|---------|
| Date Received | Booth # |
| _____ | _____ |
| For Office Use Only | |

SPECIALTY FOOD VENDOR APPLICATION CHECK LIST

VENDOR NAME: _____

APPLICATION DEADLINE: July 23, 2010

- Application Form**
- Menu Form** (*changes can be made until August 6*)
- Application for Temporary Foodservice License**
- PAYMENT: Electricity & Booth Deposit**
Check/cashiers check/money order made out to the Town of Addison or
Completed Payment Form (*if using credit card*)
- PAYMENT: Temporary Foodservice License Fee**
(\$50.00 for a profitable enterprise or \$10.00 for charitable/non-profit enterprise)
Please provide **separate** check/cashiers check/money order or
Completed Payment Form (*if using credit card*)
- Insurance Certificate** (*Due August 6*)

**PLEASE INCLUDE THIS CHECK LIST
WITH YOUR APPLICATION!**



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SPECIALTY FOOD VENDOR APPLICATION

APPLICATION DEADLINE: July 23, 2010

(Please print clearly using block letters or type as this information will be used on signs and other marketing materials)

| | |
|-------------------------------------|----------------------|
| Organization / Business Name | |
| Contact Name | |
| Phone | FAX |
| Cell Phone | Email Address |
| Mailing Address | |
| City / State / Zip | |
| Website | |

| FEES | | TOTAL |
|--|--|-----------------|
| BOOTH FEE (Percentage is collected during the ticket redemption process following the event.) | | 25% of sales |
| ELECTRICITY ORDER <i>Additional Electricity must be ordered no later than August 6. Additional electricity ordered on-site will cost more and availability is limited, so please plan in advance.</i> | (2) TWO 120 Outlets are included in your booth rental | INCLUDED |
| | Additional 120 outlets Quantity ___ @ \$45 each | \$ |
| | 220 (30 amp) outlets Quantity ___ @ \$50 each | \$ |
| | 220 (60 amp) outlets Quantity ___ @ \$125 each | \$ |
| | 220 (100 amp) outlets Quantity ___ @ \$175 each | \$ |
| DEPOSIT | | \$ 300.00 |
| TOTAL (Make checks payable to the Town of Addison.) | | \$ |
| By Vendor's payment of the Vendor fee and Addison's acceptance of the fee, Addison does not represent or warrant that such fee is or shall be tax deductible or have any tax benefits of any kind (under the federal income tax laws or otherwise) to or for Vendor. | | |

| BOOTH SPECIFICATIONS – Please check your preferences | | |
|---|--|--|
| TENT - Using Addison provided 10' x 10' tent | | COUNTERS - No counters needed |
| TENT - Using Addison provided 10' x 20' tent | | COUNTERS - Three counters (front / sides – walk up to booth) |
| SIDEWALLS - Needed | | COUNTERS - Three counters (back / sides – walk in to booth) |
| SIDEWALLS - Not needed | | |
| OTHER (subject to approval) I will use my own tent however, I will need a _____ space** **Please note that if you provide your own tent a flame retardant certificate must be provided. | | |

FESTIVAL PROMOTIONAL MATERIALS:

_____ Please send me an electronic newsletter that I can forward to our customer database and friends.

_____ How many names are in your database?

_____ Number of fliers (4" x 9")

GIFT CERTIFICATES NEEDED: Gift certificates will be used to gain marketing exposure for the festival and your business in the following ways:

- Radio promotion - Gift certificates will be given away on-air with your business receiving a mention.
- Surveys are conducted at the festival to obtain demographic information as well as to build a marketing database.
- Certificates are due no later than August 20, 2010. Indicate your participation below:

_____ YES

_____ NO

FOOD NEEDED FOR RADIO MORNING SHOW PUBLICITY: In an effort to gain pre-event publicity, please let us know if you are interested in providing small quantities of food your restaurant will sell at Addison Oktoberfest, gift certificates or any other items that will get the morning show air personalities to talk about the festival and your business. Please indicate your participation below.

_____ YES

_____ NO

AUTHORIZATION: In connection with the Addison Oktoberfest event to be held Thursday, September 16, 2010 – Sunday, September 19, 2010 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 "Specialty Food Vendor - Rules, Regulations and General Information" attached hereto and made a part hereof for all purposes, and Vendor represents and warrants that Vendor has read and understands the same.

Signature _____

Printed Name _____

Title / Designation _____

Date _____

IMPORTANT DATES

July 23

Application Deadline
Menu Form Due

August 6

No refunds or cancellations
All Electrical Needs Due
Final Menu Changes Due

September 14

Event set-up begins
8 am - 5 pm

**September 16 – 19
OKTOBERFEST**

Thursday
5:00 pm – 11:00 pm

Friday
5:00 pm – Midnight

Saturday
Noon – Midnight

Sunday
Noon – 6:00 pm

September 20 - 22
Ticket Redemption
NO EXCEPTIONS

APPLICATION CHECKLIST

- ✓ Completed and signed Application
- ✓ Completed Menu Form
- ✓ Check, cashiers check or money order payable to the Town of Addison
- ✓ Credit Card Payment Form
- ✓ Submitted Menu

RETURN APPLICATION & PAYMENT TO:

Town of Addison
Attn: Oktoberfest Specialty Food Vendor
P.O. Box 9010, Addison, TX 75001-9010
For more information, call Chris McMurtry at 972-450-6251
Fax to 972-450-2834 or email to cmcmurtry@addisontx.gov



MENU FORM

DEADLINE: JULY 23, 2010
NO CHANGES AFTER AUGUST 6, 2010

Date Received _____

For Office Use Only

Vendor Name _____

Contact Name _____

Phone Number _____

Please provide a list of the proposed menu items you want to sell. The Town of Addison Special Event Administrator and Environmental Services Official must approve all menu items to be sold and a food service permit is required for vendors that don't currently hold an Addison Food Service Permit. Specialty food vendors may sell approved German food items, but may NOT sell beverages, sausage (unless it's part of a specialty dish), Kassler, sauerkraut or German Potato Salad. **Any changes to your menu must be made in writing by August 7, 2010.** Menu items may be submitted after this date; however, they may not be included in the event brochure. (Please attach additional page if necessary)

FOOD ITEMS

Item 1: _____ Cost: _____

Item 2: _____ Cost: _____

Item 3: _____ Cost: _____

Item 4: _____ Cost: _____

Item 5: _____ Cost: _____

Item 6: _____ Cost: _____

EQUIPMENT: Vendor shall provide in writing to the Event Administrator for pre-event approval an equipment list including the amperage. If a vendor has plugged in equipment not pre-approved by the Event Administrator, the vendor shall immediately discontinue its use upon the request of the Event Administrator or the Administrator's designated representative.

Description 1: _____ Amps: _____

Description 2: _____ Amps: _____

Description 3: _____ Amps: _____

Description 4: _____ Amps: _____

Description 5: _____ Amps: _____

Please use additional paper if necessary.



Environmental Services
16801 Westgrove Drive
P.O. Box 9010
Addison, Texas 75001-9010
Phone: 972/450-2821
Fax: 972/450-2837

APPLICATION FOR TEMPORARY FOODSERVICE LICENSE

To Whom It May Concern:

1. In accordance with Addison Town Ordinance No. 779 you are required to fill out the application below, and return it to the Health Department five days prior to the first day of operation.
2. Each temporary foodservice establishment with the Town of Addison is required to have a valid Foodservice License which is issued by the Environmental Health Department. Said permit shall be in effect for no more than four consecutive days. It shall be unlawful for any person to operate a temporary foodservice establishment without a valid license.
3. **Please use separate check or credit card payment form for license fee.** The fee for this license shall be \$50.00 for a profitable enterprise and \$10.00 for charitable or non-profit enterprises and shall accompany this application. After the application is received, a consultation and inspection will be made. Upon passing the inspection the license will be issued.

Business Name _____

Business Address _____

Business Phone _____

Owners Name _____

Owners Address _____

Manager _____

Assistant Manager _____

Date (s) of Operation _____

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

Include this form and fee payment (using a separate check or credit card payment form) with Specialty Food Vendor Application to:

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

SPECIALTY FOOD VENDOR - RULES, REGULATIONS AND GENERAL INFORMATION

REGISTRATION: German Specialty Food Vendor Applications may be submitted for the approval of the Special Event Coordinator until July 23, 2010. Submission of the Application does NOT guarantee admittance into the event.

In addition to the booth space fee, a fully refundable security deposit and proof of the required liability insurance is required with the Application for booth space. Food Vendor booths will pay a \$300.00 deposit. The security deposit will be refunded within thirty (30) days from the last day of the Event if booth space, materials provided for pursuant to this permit, all other materials are left in good working order and all the rules and regulations of this permit are followed.

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

Booth space and on-site cooking space is limited, so Applications will be accepted on a first-come, first-served basis.

Vendor understands and acknowledges that the rights granted to it hereunder by Addison is not exclusive and that other restaurants, groups or food service providers shall be granted a similar right to sell concessions, food or merchandise. **The Hotel InterContinental Dallas, Marriott Quorum and the Crowne Plaza shall have the exclusive right to sell ALL beverages, sausage, Kassler, sauerkraut and German potato salad.** Health-related and Public Safety programs and/or merchandise are not accepted unless written permission is obtained from the Event Administrator.

TICKET (TASTY BUCK) REDEMPTION: Please follow the instructions listed below to redeem your **Tasty Buck** tickets:

1. Call Special Events at 972.450.6281 before September 9th to schedule an appointment to redeem your tickets. **Redemption begins Monday, September 20, 2010 and ends Wednesday, September 22, 2010. Appointments will be made between 9am – 5pm.** Tickets will only be redeemed during these three days. *(If you expect to have less than \$100.00 of tickets to redeem, you do not need to make an appointment. After the event, contact Special Events with the total, mail or drop your tickets off at the Addison Service Center, 16801 Westgrove Road)*
2. Remove all stubs and staples from the tickets. Separate 2010 tickets from all other tickets. **You do not need to bundle tickets**, but please separate 2010 tickets from previous years. All tickets **must be dry** before they are weighed.
3. Your appointment will be located at the Addison Service Center, 16801 Westgrove Road, Addison, TX 75001. Remember to bring all tickets. At this time, be prepared to give your Tax ID # or Social Security Number to Platinum Event Services, so the Town of Addison Finance Department can process your payment.
4. At the time of your appointment, a random sample of your tickets will be counted and weighed; the remainder of the tickets will be weighed and valued based on the sample weight.
5. A check will be issued, less the Town's 25%, and will be mailed to your address within 30 days of your appointment

If you should have questions regarding this matter, please contact Nicole Newkham at 972.450.6281 or by email at nnewkham@addisontx.gov. Please note that the ticket redemption process is subject to change. Any changes to the redemption policy will be clearly communicated prior to scheduling your appointment.

CANCELLATION POLICY: No refunds for cancellations will be allowed after 5:00 pm on August 6, 2010. All cancellations shall be in writing. The Town of Addison reserves the right to cancel any Vendor and the terms of this License at any time for any reason, without penalty to Addison. Vendor shall not sublet or assign this License to any other person. Any Vendor who is not set-up by the designated time will be assumed absent and space forfeited.

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

| | |
|--|---|
| 10' x 10' covered tent with three countertops | One (1) pre-printed menu sign |
| Three 8" unskirted tables | Electricity (2 - 110 v) |
| One 2:A 10B C fire extinguisher for every other booth to share | Ten (10) admission passes valid each day of the event (Additional passes can be purchased for \$2.50 each) |
| Access to water | One (1) reserved parking passes |

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

Vendor may decorate its booth space as it pleases; however, all materials draped from the booth space must meet Addison fire laws and must not be of an offensive nature as determined by the Event Administrator or the Administrator's designee. The use of any candles, lamps, lanterns or anything with an open flame is prohibited. Decorative lights powered by batteries are acceptable. The Event Administrator also reserves the right to require modifications or removal of any exhibit. Vendor may provide additional lightweight signage with prior written approval of the Event Administrator. Addison will provide standard booth menu signage that must be displayed at Vendor's booth. Changes to the pre-printed menu signs shall not be permitted. Vendors who make unauthorized changes to the pre-printed menu signs shall be asked to move the sign(s) and shall be subject to forfeiture of their security deposit.

ASSIGNMENTS: Specialty Food Vendor booth space is limited so Applications will be accepted on a **first-come, first-served basis**. Vendors must obtain a temporary Addison Food Service License unless they currently a License from the Town of Addison. The Event Administrator will assign Vendor booth space approximately 30 days prior to each event. Vendor space will not be confirmed until full payment is received. Vendor shall not sublet or assign this Contract to any other person, or any of the privileges conveyed herein, except with the prior written consent of the Addison Special Event Administrator. The Town of Addison reserves the right to cancel any Vendor booth prior to the event date with full or partial refund to Vendor. Any approved assignee shall be subject to all the provisions and requirements of this Contract. Booth placement will be assigned to best benefit the Event and all its participants. Vendor understands and acknowledges that the rights granted to it hereunder by Addison are not exclusive and that other restaurants, food service providers or organizations shall be granted similar rights to sell concessions, food, beverages or merchandise.

ELECTRICAL: Each booth will receive two (2) 120-volt, 20-amp electrical outlets at no additional charge. **Additional 120-volt/20-amp outlets may be purchased in advance for an additional \$45 per outlet. Additional 220-volt, 30 amp outlets may be purchased for \$50 each, 220-volt, 60 amp outlets for \$125 each and 220-volt, 100 amp outlets for \$175 each.** Written confirmation for additional electrical needs must be received no later than **August 6, 2010** or proper electrical service to Vendor's booth may not be available during the Event. By **August 6, 2010**, Vendor must also provide written confirmation of the equipment and its amperage that will be used at the Event. If Vendor is plugging in equipment that has not been pre-approved by the Special Event Administrator, Vendor shall immediately discontinue its use upon request by the Special Event Administrator or the Administrator's designated representative. The use of an extension cord is not recommended; however, if necessary, commercial-grade extension cords may be used.

PARKING: Vendor will be provided one (1) reserved passes for parking in a designated area that is located as close to its booth space as possible. This pass will allow Vendors easy access to its booth during the Event for additional deliveries, staff, etc. Vendor shall not park any vehicle on or near the location of the Event in other than designated parking areas. Personal vehicles may be used to make deliveries, but must be parked in the designated area immediately after unloading. Vehicles parked in non-authorized areas shall be subject to towing. **Free general admission parking is also available near the Event at the northwest corner of Arapaho Road and the Dallas Parkway.**

EVENT HOURS AND SET-UP/TEAR DOWN SCHEDULE: Vendors will be allowed access to their booth space via the designated area during set-up and tear down times only. Access to booth space during Event hours will be permitted from designated entrances and loading bays only. Vendors may not drive vehicles in Addison Circle Park so please plan an alternate method, such as a dolly, to transport your product from your vehicle to the booth space. Tear Down may not begin within the designated area until the times listed below. * 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.

| Date | Event Hours | Set-Up | Tear Down** |
|-------------------------------|------------------------|--------------------------|------------------------|
| Wednesday, September 15, 2010 | N/A | 8:00 a.m. – 5:00 p.m. | N/A |
| Thursday, September 16, 2010 | 5:00 p.m. – 11:00 p.m. | 8:00 a.m. – 4:00 p.m. | N/A |
| Friday, September 17, 2010 | 5:00 p.m. – Midnight | 8:00 a.m. – 4:00 p.m. | N/A |
| Saturday, September 18, 2010 | Noon – Midnight | 7:00 a.m. – 11:00 a.m. * | N/A |
| Sunday, September 19, 2010 | Noon – 6:00 p.m. | 7:00 a.m. – 11:00 a.m. | 7:00 p.m. – 10:00 p.m. |
| Monday, September 20, 2010 | | | 8:00 a.m. – 5:00 p.m. |

* Due to the Oktoberfest 5K Run on Saturday, September 18, 2010, vehicles will not be allowed on Addison Circle Drive and/or Festival Way. Vendors are encouraged to be open during the Run; however, you are not required to do so.

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

The hours of operation of the Event shall be those scheduled by Addison. Booth shall be manned during all event hours. Vendor shall have a reasonable amount of time as determined by the Town to set up prior to its commencement and to tear down after its conclusion. Addison reserves the right to regulate the hours that the concession(s) remain open. Should the Event be postponed or canceled for any Act of God, public safety, welfare, or for any reason whatsoever, Vendor hereby releases and forever discharges Addison, its officers, employees and agents from any and all liability and claims for damages which result from such postponement or cancellation. Vendor must exhibit on all days of the Event unless other previous arrangements are made with the Event Administrator; however, the cost for the booth space remains the same. Vendor concessions shall remain open during all Event hours or the Vendor shall be subject to 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 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, and Vendor releases and discharges the Town, its officers, employees, and agents from any liabilities for any loss, injury or damage to person or property that are sustained by reason of the occupancy of the Event site under this Contract. All watchmen or other protective service desired by Vendor must be arranged for by special written agreement with the 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. | 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.

FOOD/HEALTH REGULATIONS: Only inspected and licensed vendors specifically approved by Addison Environmental Services Department shall provide food service to the public. Those Vendors who are not currently licensed by Addison must contact Neil Gayden at 972-450-2821 to obtain a Temporary Food Service License and pay all appropriate fees. Approved Vendors will be permitted to sell food items with the proper permits. Addison Environmental Services Department must approve of Vendor's menu prior to August 7, 2009. No kitchen facilities will be available at the Event site. Specifically, there will not be any provision for refrigeration, ovens, sinks, etc.

- Perishable food items (especially meat) must be purchased within 48 hours of cooking.
- Meat and other potentially hazardous foods must be kept in refrigerators or on direct contact with ice to maintain foods at or below 41 degrees Fahrenheit until cooking begins.
- Hot-held foods must maintain an internal product temperature of at least 140 degrees Fahrenheit for the duration of the Event.
- Any and all pre-prepping of food (meat cutting, produce slicing, dicing, etc.) must be done prior to arrival at the Event. Take every precaution to limit food handling on site to the cooking process only.
- Potable water is available at various locations throughout the event site. Liquid soap, bleach, hand towels, food-handling gloves and plastic buckets shall be provided by vendors at the cooking areas for hauling water, hand-washing and the washing, rinsing and sanitizing of utensils between uses.
- Supply a sanitation solution for the purpose of keeping wiping cloths clean and sanitary. Mix household bleach and cold water in a ratio of appx. one capful bleach to one gallon of water.
- All cooking vessels must be supplied with covers to discourage airborne contamination.
- Entire area shall be voided of all trash immediately following the Event.

- All those individuals involved in food preparation and service shall demonstrate good personal hygiene, especially adequate hand washing, at all times. Food servers shall wear plastic gloves.
- Vendor shall dispose of wastewater in the designated locations. No waste or wastewater is to be dumped into the storm sewer or be allowed to pool on or drain into the ground.
- Vendor shall properly dispose of grease in the designated containers provided on the festival grounds.

REQUIREMENTS FOR OUTDOOR COOKING:

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

SUSTAINABILITY EFFORTS & TIPS:

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

(Source: <http://www.addisongreen.info/for-business/special-event-vendor/>):

- Limit use of disposables (plastic ware, napkins, etc)
- Store napkins behind the counter: Give only one per customer
- Use "pump" condiment dispensers (refillable) instead of small packets
- Rethink food containers (i.e. is paper lining in addition to cardboard baskets necessary)
- Use reusable containers to transport food to the festival site
- Use washable cloth towels or sponges to clean up behind the counter
- Use recycled products made from the highest post-consumer waste percentage possible
- When disposable items are necessary, buy recycled and unbleached paper
- Use non-toxic cleaners and buy cleaners in bulk, or use concentrates
- Ask your suppliers to transport products without corrugated boxes, or in reusable boxes
- Avoid bringing more than you have to
- Come up with additional ways you can reduce waste and save money and implement them.
- Encourage your employees to be creative in coming up with ideas to reduce waste.

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.
- Vendor is subject to inspection given by the Fire Prevention Division of the Town.

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

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

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

GENERAL RULES & REGULATIONS: During the course of the Event, Vendor shall maintain the areas inside their tent(s) in a clean and sanitary condition. Vendor agrees that its activities shall be conducted in a clean, orderly, and legitimate manner and in accordance with existing ordinances and laws. 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 Vendors 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 space(s) and surrounding area. Failure of a Vendor to maintain its booth 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.

Addison shall have the right, but not the duty, to supervise the manner of exercising the operation of the activity by Vendor. However, in doing so Addison is expressly not accepting responsibility for such operations and conduct. Vendor shall remain liable for such operations and conduct. All property shall be removed from the Event site by 5:00 p.m. on the next day following the Event (the "Time of Removal") or prior to the Time of Removal in the event of termination of this Contract.

If any part of the Vendor's tent(s) is not vacated at or before the Time of Removal or within a reasonable time following the termination hereof, then Addison is authorized to remove from the premises and store, without resorting to any legal proceeding and at the sole expense of Vendor, all property occupying a portion of the Vendor's tent(s) and shall not be liable for any damage to or loss of any property sustained during its removal and storage. Upon termination of this Contract, Vendor shall deliver the Vendor tent(s) area to Addison in as good condition as at the beginning of the terms of this Contract, except for ordinary wear and tear. The terms of this paragraph shall survive the termination of the Contract.

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 Contract shall be sufficient cause for termination of this contract 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 involved with Event shall not drink beer, wine or any other alcoholic beverage while in performance of their duties under this Contract.

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.

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

This Contract may be subject to any and all reasonable rules and regulations imposed by Addison. This Contract shall be interpreted by Texas law and is performable for all purposes in the County of Dallas, State of Texas. Venue for any action under this Agreement lies in Dallas, County, Texas.

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