



January, 2010

Dear Specialty Food Vendor,

Taste Addison is a tasty weekend blend of food, music and family fun that attracts approximately 65,000 people from North Texas and beyond. Taste Addison is being held May 21-23, 2010 and features food from more than 50 of Addison's finest restaurants serving generous samplings of their menus at reduced prices. There's also non-stop musical entertainment from national, regional and local artists. The 2010 entertainment line up already includes TRAIN with many more bands to follow. Taste Addison also offers wine tastings, children's entertainment, arts and crafts, carnival rides, midway games and more.

In addition to the outdoor festivities at Taste Addison, the culinary-focused Taste Showcase event attracts over 15,000 people and is held inside the Addison Conference Centre from 5 pm – 9 pm Friday, May 21 and noon – 7 pm on Saturday, May 22 and noon – 6pm on Sunday, May 23. Taste Showcase features specialty food vendors showcasing and sampling their products. In addition, Taste Showcase features live cooking demonstrations from top area chefs as well as Robert Mondavi's "Discover Wine" tour that includes wine seminars and tastings as well as a live cooking demonstration by pop culture icon Ted Allen.

We invite your company to take part in this year's festival and see for yourself why the International Festival & Events Association awarded Taste Addison with the Silver Grand Pinnacle Award in 2008! Enclosed, please find more information about the Taste Showcase Specialty Food Expo, including economically priced booth rates.

If you have any questions regarding Taste Showcase, please contact me via email at [nnewkham@addisontx.gov](mailto:nnewkham@addisontx.gov) or by phone at 972-450-6281.

I look forward to seeing you at Taste Showcase!

Sincerely,

Nicole Newkham  
Special Events Coordinator

Enclosure



**TASTE SHOWCASE 2010  
SPECIALTY FOOD EXPO  
RULES, REGULATIONS AND GENERAL INFORMATION  
FOR VENDOR BOOTH SPACE**

Taste Showcase is an extension to the award-winning Taste Addison event that reaches over 65,000 people annually. Taste Showcase is located inside the Addison Conference Centre and serves over 15,000 attendees that are interested in a gourmet experience. Complete with wine seminars and cooking demonstrations from top area chefs, Taste Showcase is the perfect place to sell and sample pre-packaged food or food-related items to thousands of consumers!

This document, the "Taste Showcase 2010, Rules, Regulations and General Information for Vendor Booth Space," together with the 2010 Taste Showcase Application for Booth Space, constitute a non-exclusive revocable permit agreement (the "permit" and so called herein) between the Town of Addison, Texas and Vendor regarding the Event.

<b><u>DETAILS:</u></b>	<b>Dates:</b>	<b>Friday, May, 21 – Sunday, May 23, 2010</b>
	<b>Times:</b>	<b>Friday, May 21; 5 pm – 9 pm Saturday, May 2; Noon – 7 pm Sunday, May 23; Noon – 6 pm</b>
	<b>Location:</b>	<b>Addison Conference Centre, 15650 Addison Road</b>

**REGISTRATION FEES AND DEADLINES:**

The cost of vendor booth space is \$275. Booth space fees allow Taste Showcase Vendor (hereinafter referred to as "Vendor") to exhibit, sell and sample products all days of Taste Showcase (hereinafter referred to as the "Event"). Participating vendors **may retain 100% of sales** and no percentage must be given back to Addison. Please note that on-site cooking will not be permitted.

Vendors offering food or beverage for sale or sampling must obtain a health permit from the Town of Addison. A copy of the health permit application is contained in this packet and must be returned with your application. Please contact Neil Gayden, Environmental Services, at 972-450-2821 or [ngayden@addisontx.gov](mailto:ngayden@addisontx.gov) if you have questions or comments about the health permit.

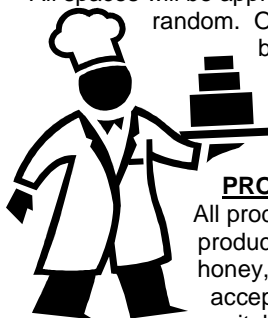
**Applications postmarked on or before March 31, 2010**

\$275 booth space includes the following:

- One 6' skirted table
- 2 chairs
- 2 Exhibitor passes
- 1 parking pass
- Electricity available at \$45/outlet
- Temporary Addison Food Service Permit

**BOOTH LOCATIONS:**

All spaces will be approximately 8' x 10' inside the Addison Conference Centre. Booths will be assigned at random. On-site cooking will not be permitted. Space is limited so applications received on or before the March 31, 2010 deadline will be given first priority. Applications are subject to availability after **March 31, 2010**. A site plan will be provided in the vendor pre-event packet.



**PRODUCTS:**

All products sold must be appropriate for a festive yet upscale food environment. Example of products include, but are not limited to, cookbooks, pre-packaged meals and mixes, jams, honey, nuts, salsas, smoked or marinated products, health food items and more. Products accepted for sale will be judged on a non-discriminatory basis of uniqueness, quality, suitability, appearance and compatibility with overall theme/audience of the Event. Goods must be produced by licensed and inspected food manufacturer and have labeling that has been approved for

retail sale by an appropriate governmental agency. Full service restaurants outside Addison cannot sell products at the Festival. Addison has the right to accept or deny a Vendor based on any of the criteria. The number of Vendors allowed in each category will be limited to create an appealing mix of products.

**APPLICATION PROCESS:**

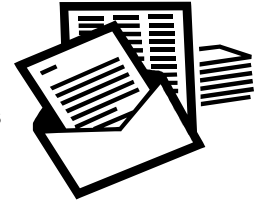
Each Vendor is required to submit the completed Application with a description and photographs/brochure and/or flyer representing all products to be sold during the Event. Applications must be received or postmarked on or before the application deadline of Wednesday, March 31, 2010. Vendor Applications will be considered incomplete without proper description and could delay acceptance. All products to be exhibited must be represented in the application or Vendor may be asked to remove items and be subject to forfeiture of booth space and fees. If Vendor would like photos returned, please include a self-addressed stamped envelop with the Application. Applications postmarked after the Wednesday, March 31, 2010 deadline will be automatically placed on a waiting list. Please note that the name of the individual listed on the Application is required to be present during Event.

**VENDOR SELECTION**

Members of the Special Events Committee select the Vendors for the Event. Vendor understands that submission of this Application does not guarantee selection into Event. Vendor also understands that previous participation in Addison Events does not guarantee selection into Event.

**VENDOR NOTIFICATION**

Vendors will be mailed notification of acceptance and non-acceptance beginning Monday, April 6, 2010. Telephone notification will not be provided prior to a written notification. Vendors placed on the waiting list will be notified as booth space becomes available.



**CANCELLATION POLICY**

No refunds for cancellations will be allowed after 5:00 p.m. on Friday, April 23, 2010. All cancellations shall be in writing. The Town of Addison reserves the right to cancel any Vendor and the terms of this Permit at any time for any reason, without penalty to Addison. Vendor shall not sublet or assign this Permit to any other person, or any of the privileges conveyed herein, except with the prior written approval of the Event Administrator. Any approved assignee shall be subject to all the provisions and requirements of this Permit. Any Vendor who is not set-up by the designated time will be assumed absent and space forfeited.

**EVENT HOURS AND SET-UP/TEAR DOWN SCHEDULE:**

Date	Event Hours	Set-Up	Tear-Down
Friday, 5/21/10	5 – 9 p.m.	8 a.m. - 3 p.m.	10 p.m.
Saturday, 5/22/10	12 – 7 p.m.	8 a.m. - 10 a.m.	8 p.m.
Sunday, 5/23/10	12 - 6 p.m.	8 a.m. - 10 a.m.	7 p.m.

Vendor must exhibit all days of the Event unless other previous arrangements are made with the Event Administrator; however, the cost for booth space remains the same. Vendor concessions must remain open during all Event hours or the Vendor shall be subject to forfeiture of their deposit.

Vendors will be allowed access to their booth space via Addison Circle Drive or the Addison Conference & Theatre Centre parking lot during set-up and tear down times only. Access to the festival grounds during Event hours will only be permitted from the designated areas. Vehicles may not be parked on the festival streets at any time. Vehicles left unattended in non-designated areas shall be towed.

**SECURITY:** The Event site will be secured continuously throughout the duration of the Event. Merchandise may be left overnight at the Vendor's sole risk and responsibility. Addison assumes no responsibility for any property placed on the premises of the Event by or on behalf of Vendor, and Vendor releases Addison, its officials, officers, employees and agents from and waives any and all claims, actions, or liabilities against Addison, its officials, officers, employees, and agents for any loss, injury or damage to person or property that are sustained by reason of the occupancy of the Event site under this permit. All watchmen or other protective service desired by Vendor must be arranged for by special written agreement with the Event Administrator.

**PARKING:** Each Vendor will be provided one (1) reserved pass for parking in a designated parking lot. Vendor shall not park any vehicle on or near the location of the Event in other than the designated parking areas. Vehicles parked in non-authorized areas shall be towed.

**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 booth(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:** Addison has and reserves the right to negotiate sponsorship or other agreements that allow other companies or persons the right to sell and or distribute food and beverage products at the Event.

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

<p style="text-align: center;"><b><u>IMPORTANT DATES</u></b></p> <p style="text-align: center;"><b>Wednesday, March 31, 2010</b> Application Deadline</p> <p style="text-align: center;"><b>Tuesday, April 6, 2010</b> Notification sent</p> <p style="text-align: center;"><b>Friday, April 23, 2010</b> No refunds for cancellations</p> <p style="text-align: center;"><b>May 21 – 23, 2010</b></p> <p style="text-align: center;"><b>Taste Showcase</b> Friday, May 21, 2010: 5 – 9 pm Saturday, May 22, 2010: Noon – 7 pm Sunday, May 23, 2010: Noon – 6 pm</p> <p style="text-align: center;"><b>Taste Addison</b> Friday, May 21, 2010: 5 pm – Midnight Saturday, May 22, 2010: Noon – Midnight Sunday, May 23, 2010: Noon – 6 pm</p>
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Addison shall have the right, but not the duty, to supervise the manner of exercising the operation of the activity by Vendor. However, in doing so Addison is expressly not accepting responsibility for such operations and conduct. Vendor shall remain liable for all such operations and conduct.

All property of Vendor shall be removed from the Event site on or before **Sunday, May 23, 2010 at 10:00 p.m.** (the "Time of Removal") or prior to the Time of Removal in the event of termination of this permit. If any part of the Vendor's booth(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 booth(s) and shall not be liable for any damage to or loss of any property sustained during its removal and storage. Upon termination of this permit, Vendor shall deliver the Vendor booth(s) area to Addison in as good condition as at the beginning of the terms of this permit, except for ordinary wear and tear. The terms of this paragraph shall survive the termination of the permit.

Addison may designate certain of its agents, officers or employees as inspectors, and Vendor agrees that the inspectors have the right, at any time and as often as Addison may consider necessary, to inspect any property, services or activities of Vendor on the premises. Vendor shall give the inspectors free access to any space used by Vendor or under its control for the inspection and shall, upon request of an inspector, operate any machinery, mechanical devices, or electrical appliances owned, maintained, or in the possession of

Vendor on the premises, or operate any process or activities carried on by Vendor. The police and fire force or other authorized agents of Addison shall be given free access at any time to any space used by Vendor or under its control, for the purpose of maintaining order and safety or of enforcing any rule or regulation of Addison.

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

Vendor acknowledges that this permit is issued solely to allow Vendor to operate and conduct the activity described herein, and is subject to revocation or termination by Addison at any time and for any reason, including, without limitation, the failure by Vendor to comply with any of the terms of this permit. In the event of revocation or termination, Vendor shall immediately vacate the Event site and property, removing all equipment, materials, and supplies. In addition to any remedy set forth in this permit, Addison shall have other rights and remedies available at law, in equity, or otherwise, which rights and remedies shall be cumulative. Vendor acknowledges that this permit is not a lease but only a revocable permit to operate the activity described herein.

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

Vendor agrees that its employees, representatives, agents, or contractors involved with Event shall not drink beer, wine or any other alcoholic beverages while in performance of their duties under this permit.

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

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

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



# TASTE ADDISON 2010

**Specialty Food Showcase**  
Friday, May 21, 2010 • 5:00pm – 9:00pm  
Saturday, May 22, 2010 • Noon – 7:00pm  
Sunday, May 23, 2010 • Noon – 6:00 pm

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## APPLICATION CHECK LIST

- Application Form (Postmarked by March 31<sup>st</sup>, 2010)
- Application for Temporary Food Service License
- Check/cashiers check/money order to the Town of Addison or Credit Card Payment Form

**Return to:**

**Town of Addison  
Attn. Taste Showcase  
P.O. Box 9010  
Addison, TX 75001**

**Contact information:**

**Nicole Newkham, Special Event Coordinator**  
**Phone: 972-450-6281**  
**Email: [nnewkham@addisontx.gov](mailto:nnewkham@addisontx.gov)**



TASTE SHOWCASE 2010
SPECIALTY FOOD EXPO APPLICATION
DEADLINE: MARCH 31, 2010

Received Date
Received #
For Office Use Only

VENDOR INFORMATION:

Contact Name
Business Name
Mailing Address
City, State, Zip
Phone Fax Email
Emergency Contact Name Cell Phone

Have you been a Vendor in past Addison events? Yes No

PRODUCTS TO BE SOLD:

Please describe merchandise and prices

Are goods produced from a licensed and inspected manufacturer? Yes No

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")

FEES:

\$275.00 Includes an 8' x 10' space with One (1) 6' skirted table and two (2) chairs ♦ two (2) exhibitor admission passes ♦ one parking pass

Optional: \$45 per 110 V electrical outlet x

TOTAL FEES ENCLOSED \$

Please send check or money order payable to: Town of Addison, Attn: Taste Showcase, Box 9010, Addison, TX 75001. The Town of Addison also accepts credit card payments. Please see enclosed form.

AUTHORIZATION: In connection with the Taste Addison Showcase event to be held Friday, May 21, 2010 – Sunday, May 23, 2010 at Addison Circle Park, Addison, Texas ("Taste Addison" 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 "Restaurant Booth - 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 DATE



**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  
TASTE ADDISON**

To Whom It May Concern:

1. In accordance with Addison Town Ordinance No. 779 you are required to fill out the application below, and return it to the Special Events department with your Specialty Food Vendor application.
2. Each temporary foodservice establishment with the Town of Addison is required to have a valid Foodservice License which is issued by the Environmental Health Department. Said permit shall be in effect for no more than four consecutive days. It shall be unlawful for any person to operate a temporary foodservice establishment without a valid license.
3. The fee for this license is incorporated into your booth fee. 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 # \_\_\_\_\_