

WORLD FEST

One World, Many Cultures, Loads of Fun!

Saturday, October 24, 2009 • Noon – 10:00 PM • Addison Circle Park

Sunday, October 25, 2009 • Noon – 6:00 PM • Addison Circle Park

Date Received _____	Booth # _____
For Office Use Only	

GREEN AROUND THE WORLD VENDOR APPLICATION

APPLICATION DEADLINE: September 15, 2009

(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	
Country Represented (if any)	

√	TYPE OF GREEN AROUND THE WORLD EXHIBITOR BOOTH	COST PER BOOTH	DEPOSIT	ADDITIONAL ELECTRICITY FEES (see pg 3)	TOTAL	COMMENTS
	Non Profit Organization	\$200	\$50			
	Education	\$200	\$50			
	Green Around the World (arts and crafts)	\$200	\$50			
	Food only	\$250	\$150			
	Food plus non-alcoholic beverages	\$500	\$150			
	Food plus all beverages	\$600	\$250			
	Corporation (For-profit business)	Please contact Audra Staton for available packages and pricing. Phone: (972) 388-5303 or Email: audra.staton@ppi-staubach.com				

AUTHORIZATION: In connection with the WorldFest event to be held Saturday, October 24, 2009 and Sunday, October 25, 2009 at Addison Circle Park, Addison, Texas ("WorldFest" 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 "Green Around the World" Booth/Tent - Rules, Regulations and General Information attached hereto and made a part hereof for all purposes, and Vendor represents and warrants that Vendor has read and understands the same.

Vendor also acknowledges that submission of Application does not guarantee acceptance into WorldFest.

Signature _____

Date _____

Title / Designation _____

RETURN COMPLETED APPLICATION & PAYMENT TO:

Town of Addison,
Attn: WorldFest Green Around the World
P.O. Box 9010, Addison, TX 75001-9010
Fax to 972-450-2834 or email to
mholland@addisontx.gov

GREEN AROUND THE WORLD APPLICATION CONT.

Please complete sections that apply below

PLEASE DESCRIBE HOW YOUR ORGANIZATION INCORPORATES SUSTAINABILITY INTO ITS MISSION (locally and globally):

NON-PROFIT & EDUCATION EXHIBITORS

*Must provide proof of 501(c) 3 status

DESCRIPTION OF ACTIVITIES BEING CONDUCTED DURING WORLDFEST

GREEN AROUND THE WORLD EXHIBITORS

MERCHANDISE TO BE SOLD / DISPLAYED / DISTRIBUTED

List all types of items you will be selling and a general price range. Also, list all types of information you will display and/or distribute. Provide pictures of merchandise or actual samples when possible. The sale of food and non-alcoholic beverages will require submittal and approval of a Global Food Court Application. Attach a separate sheet of paper if necessary.

TYPES OF MERCHANDISE (JEWELRY, CLOTHING, GIFT ITEMS, ETC.)	PRICE RANGE

FOOD BASED EXHIBITORS

MENU ITEMS TO BE SOLD

Submission of this application does not guarantee it will be accepted. 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. Global Food Court vendors may sell approved non-alcoholic beverages. Global Food Court vendors (i.e. the owner and operator) may also sell alcoholic beverages if they are an established restaurant that holds a TABC permit issued as of January 2009. Changes to your menu may be submitted prior to September 1, 2009. Attach a separate sheet of paper if necessary.

FOOD ITEM	COST	BEVERAGE ITEM (including size)	COST

CORPORATION EXHIBITORS

DESCRIPTION OF ACTIVITIES BEING CONDUCTED DURING WORLDFEST

GREEN AROUND THE WORLD APPLICATION CONT.

BOOTH NEEDS

ELECTRICAL SPECIFICATIONS AND EQUIPMENT – Please check your preferences; attach separate sheet for multiple booths Onsite electrical requests are double in cost. Please plan ahead.		
	EQUIPMENT TO BE USED	AMPS NEEDED
No electricity needed		
(2) 110 electrical outlets needed		
Additional electricity may be purchased as follows:		
120-volt outlet with 20 amps \$45 per outlet		
220-volt outlet with 30 amps \$50 per outlet		
220-volt outlet with 60 amps \$125 per outlet		
220-volt outlet with 100 amps \$175 per outlet		
Other – please specify needs for provided tent		
Please include electricity expenses on page 1 of application		

MARKETING OPPORTUNITIES AVAILABLE

EVENT PROMOTIONAL MATERIALS AND OPPORTUNITIES:

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

_____ Number of fliers (4" x 9")

COUPONS & SPECIAL OFFERS NEEDED FOR HOTEL PACKAGES:

The Town of Addison offers hotel packages to visitors who book a hotel room during WorldFest. This package includes a special discounted hotel rate and donated coupons from the WorldFest participants. Qty ranges from 200 – 400 coupons/items.

_____ Yes, my organization/business would like to donate coupons or special offers to include in these packages.

GIFT CERTIFICATES NEEDED:

Gift certificates will be used to gain marketing exposure for the Event and your restaurant in the following ways:

- Radio promotion - Gift certificates will be given away on air with your restaurant receiving a mention.
- Surveys are conducted at the Event to obtain demographic information about the attendee as well as to build a database for future marketing efforts.
- Certificates are due no later than **October 1, 2009**. 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 WorldFest or any other items that will get the on-air personalities to talk about the Event and your restaurant. Indicate your participation below:

_____ YES

_____ NO

APPLICATION CHECKLIST

- Completed and signed Application
- Check, cashiers check or money order payable to the Town of Addison
- Credit Card Payment (see payment sheet)
- Submitted WorldFest Menu (if applicable)

RETURN COMPLETED APPLICATION & PAYMENT TO:

Town of Addison,
Attn: WorldFest Green Around The World,
P.O. Box 9010, Addison, TX 75001-9010
Fax to 972-450-2834 or email to mholland@addisontx.gov
Questions: 972.450.6231

GREEN AROUND THE WORLD BOOTH/TENT – RULES, REGULATIONS AND GENERAL INFORMATION

BOOTH/TENT SPACE FEES:

Cost for each 10' x 10' booth/tent space is listed below. In addition to the booth/tent space fee, a fully-refundable security deposit of is required according to the type of booth (see below).

TYPE OF GREEN AROUND THE WORLD EXHIBITOR BOOTH	COST PER BOOTH	DEPOSIT
Non Profit Organization	\$200	\$50
Education	\$200	\$50
Green Around the World (arts and crafts)	\$200	\$50
Food only	\$250	\$150
Food plus non-alcoholic beverages	\$500	\$150
Food plus all beverages	\$600	\$250
Corporation (For-profit business)	Varies on package	

Applications may be accepted after September 15, 2009 on a space available basis only, but will not be included in Worldfest marketing materials. A check, credit card or money order payable to the **Town of Addison, Texas** ("Addison") must be submitted with the Application and submittals. Vendor will be charged an additional \$35.00 for returned checks with insufficient funds. Checks or money orders will not be cashed until Vendor has been notified of acceptance. Please mail completed Application, submittals, and check/s to: Town of Addison, Attn: WorldFest, P.O. Box 9010, Addison, Texas 75001-9010.

SECURITY DEPOSIT: In addition to the booth/tent space fee, a fully refundable security deposit is required with the Application for booth/tent space. For each 10' x 10' Vendor booth/tent space, Vendor will pay a \$50.00 - \$250 (Depending on type of booth) security deposit. The security deposit, or portion thereof, will be refunded within thirty (30) days from the last day of the Event if booth/tent 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.

CANCELLATION POLICY; NO ASSIGNMENT BY VENDOR: No refunds of booth/tent space fees for cancellations will be allowed after 5:00 pm on September 15, 2009. All cancellations shall be in writing. The Town of Addison reserves the right to cancel Vendor's participation in the Event, and the right to cancel the Event or any portion thereof, at any time for any reason (or for no reason) whatsoever, in its sole and absolute discretion and without penalty to Addison. Vendor shall not sublet, assign, or otherwise transfer or convey any booth/tent space or any matter in connection with the Worldfest event to be held Saturday, October 24, 2009 and Sunday, October 25, 2009 at Addison Circle Park, Addison, Texas ("WorldFest" or the "Event") and these Green Around the World Booth/Tent – Rules, Regulations and General Information (the "Booth Rules") to any other person. Any Vendor who is not set-up by the designated time will be assumed absent and its space will be automatically and immediately forfeited.

BOOTH/TENT SPACE AND SIGNS; VENDOR ACTIVITIES: Vendor is prohibited from selling merchandise, distributing literature, performing an activity, etc. from an area other than their booth/tent space. Violation of this rule will result in immediate forfeiture of booth/tent space and no portion of the registration fee shall be refunded. Vendor is permitted to decorate its booth/tent space as it pleases; however, Addison strives to create a polished, professional appearance throughout the Event and Vendor shall decorate its booth space accordingly. Signs, banners or a display of any kind relating to alcoholic beverages, or religion or politics, shall not be displayed by Vendor in the booth/tent space or at any other Event location. **Vendor understands and recognizes that the Event is for entertainment purposes only, is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda). Accordingly, Vendor's participation in the Event shall not include and Vendor shall not make, directly or indirectly, religious or political statements of any kind or nature or promote, encourage, advance, suggest or reference a religious or political agenda. Vendor shall not use profanity of any kind.** All materials draped from the booth/tent space must meet Addison fire and other public safety laws, codes, rules, standards, and regulations. The use of any candles, lamps, lanterns or anything with an open flame is prohibited. Decorative lights powered by batteries are acceptable. The Addison Special Events Administrator (the "Event Administrator"), or the Event Administrator's designee, is authorized to require modifications of any exhibit or of any merchandise or services offered by Vendor. Vendor may provide additional lightweight signage with prior written approval of the Event Administrator. Vendors must provide display racks or other methods for displaying merchandise in an outdoor environment. Vendor booth/tent includes the following:

- ☉ One 10x10 Tent with sidewalls
- ☉ Two 110 electrical outlets
- ☉ 10 free staff gate passes
- ☉ One reserved parking pass
- ☉ Additional gate passes can be purchased for \$5 each

ASSIGNMENTS: The Event Administrator will assign Vendor booth/tent space approximately 30 days prior to the Event. Vendor space will not be confirmed until full payment is received. Vendor shall not sublet, assign, or otherwise transfer or convey any matter in connection with the Event or these Booth Rules to any other person, or any of the privileges conveyed herein, except with the prior written consent of the Event Administrator. The Town of Addison has and reserves the right to cancel any Vendor booth/tent and all matters pertaining to Vendor in connection with or related to the Event any time prior to the Event date with full or partial refund to Vendor as determined by Addison. Any approved assignee or transferee shall be subject to all the provisions and requirements of these Booth Rules and this agreement. Booth/tent placement will be assigned to best benefit the Event and all its participants, as determined by Addison.

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 a Green Around the World 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 Green Around the World 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.** A separate Global Food Court Application must be submitted and approved in order to sell food and/or beverage items. **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 Event Administrator. Merchandise cannot be shipped to the Event in advance and no accommodations are available for storage by Addison.

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

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

Date	Event Hours	Set-Up	Tear Down
Friday, October 23, 2009	N/A	8:00 a.m. – 5:00 p.m.	N/A
Saturday, October 24, 2009	Noon – 10:00 p.m.	7:00 a.m. – 11:00 a.m.	11:00 p.m. – 12:00 a.m.
Sunday, October 25, 2009	Noon – 6:00 p.m.	9:00 a.m. – 11:00 a.m.	7:00 p.m. – 12:00 a.m.

ELECTRICAL: Each booth/tent will receive two (2) 110-volt electrical outlets at no additional charge. The use of an extension cord is not recommended; however, if necessary, commercial-grade extension cords may be used.

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

Addison assumes no responsibility for any property placed on the premises of the Event Site, and Vendor FULLY RELEASES and DISCHARGES the Town of Addison, Texas, its officials, officers, employees, representatives, agents, and volunteers (in both their official and private capacities) from any claims or liabilities for any loss, injury or damage

or any other harm whatsoever to person or property that are sustained by reason of or in connection with the occupancy of the Event Site under this agreement or in connection with the Event. All watchmen or other protective service desired by Vendor must be arranged for by special written agreement with the Event Administrator.

PARKING: Vendor will be provided one (1) reserved pass for parking in a designated area that is located as close to its booth/tent space as possible. This pass will allow Vendor access to its booth/tent 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.

*****FOOD VENDING BOOTHS ONLY*****

Beer and Wine: Vendor (i.e. the owner and operator) must be currently operating an established restaurant that holds a TABC permit issued as of January 2009 to be granted permission to sell alcohol at the event. Domestic/Import/specialty beer, wine, wine-based margarita and lemonade of your choice may be sold. Vendor must show proof of and display in their booth space a temporary permit to sell beer and wine obtained by the Texas Alcoholic Beverage Commission. Liquor as defined by the Texas Alcoholic Beverage Code is not permitted. Contact the TABC office at www.TABC.state.tx.us or (214) 678-4000. All applications along with a photo copy of your cashier's check or money order must be submitted to the Dallas TABC office no later than **October 1, 2009** to have adequate time to process applications. Vendor shall use 4970 Addison Circle Drive for the address and their assigned booth number for the temporary beer and wine permit. Vendor shall also show proof of the proper liquor liability endorsement on its insurance policy if beer and wine is sold from its booth at the Event.

Addison will not set standard beer and wine prices; however, vendors shall not sell or provide any beer/wine in a container larger than 16 ounces. NO alcoholic beverage may be sold for less than \$3.00 per 16 oz of beer/wine. A price list for the sale of beer and wine suggested by previous vendors is available from the Event Coordinator.

"TASTY BUCKS" FOR SPECIAL GUESTS: Headline entertainers and other special guests will be given free meal coupons for redemption at all WorldFest Food Court booths. Tasty Bucks are available to purchase alcoholic purchases equal to the cash value of the coupon. Each meal coupon shall have a value of one dollar (\$1.00). Vendor may redeem these coupons for cash after the event by submitting them to the Special Event Administrator by no later than Friday, November 13, 2009. Only original coupons will be valid for redemption. Please bundle all tickets according to the # of coupons. For example: One bundle will have only 5 coupons attached together, another will have only 4 coupons attached together, another will have only 3 coupons attached together, another will have only 2 coupons attached together, and the last bundle will have single coupons only. Please complete the Tasty Buck Redemption Form supplied in this package and send with the coupons. A check will be issued to Vendor within 30 business days after redemption. mail to the event office at Town of Addison Special Events, Attn: Tasty Bucks, PO Box 9010, Addison, TX 75001. A check will be issued to Vendor within thirty (30) business days after redemption.

FOOD AND BEVERAGE SALES: Only inspected and licensed vendors specifically approved by the Addison Environmental Services Department shall provide food service to the public. Those Vendors who are not currently licensed by Addison must contact the Addison Environmental Health Official at 972-450-2821 to obtain a Temporary Food Service License and pay all appropriate fees. Approved Vendors will be permitted to sell food and beverage items with the proper permits. Addison Environmental Services Department must approve of Vendor's menu prior to September 15, 2009. No kitchen facilities will be available at the Event site. Specifically, there will not be any provision for refrigeration, ovens, sinks, etc.

All beverages must be sold in non-glass containers. No cans or glass bottles are allowed. 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.

HEALTH REGULATIONS:

- 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 Event 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.

EVERYTHING STATED BELOW APPLIES TO ALL GREEN AROUND THE WORLD VENDORS:

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 a Vendor to maintain its booth/tent and/or tent or other space occupied by the Vendor may result in a forfeiture of the Vendor's security deposit as may be determined by 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 by midnight on Sunday, October 25, 2009 (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.