



One World, Many Cultures, Loads of Fun!

Saturday, October 24, 2009 • Noon – 10:00 PM • Sunday, October 25, 2009 • Noon – 6:00 PM
Addison Circle Park

Date Received	Booth #
_____	_____
For Office Use Only	

CHILDREN'S CULTURAL WORKSHOP APPLICATION

APPLICATION DEADLINE: September 1, 2009 NEW DEADLINE!

Applications received after August 1 will be accepted pending availability and not guaranteed placement in program

We invite you to set up an arts and craft project representing your culture!

The Children's Cultural Workshop area at the WorldFest event ("WorldFest" or the "Event") to be held October 24 & 25, 2009 at Addison Circle Park, located in the Town of Addison, Texas ("Addison" or the "Town"), provides the opportunity for children to have a positive experience involving people and activities from different cultures. The children will enjoy these free hands-on activities and take home a priceless creation. The Children's Cultural Workshop area will be open to chaperoned children of all ages.

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

Group Name	
Contact Name	
Phone	FAX
Cell Phone	Email Address
Mailing Address	
City / State / Zip	
Website	
Country Represented (You may choose "International" if it best describes your group).	

DESCRIPTION OF CHILDREN'S CULTURAL WORKSHOP ACTIVITY

List all types of activities and items you will be hosting in the Workshop. Provide pictures or actual samples when possible. Attach a separate sheet of paper if necessary.

PREFERRED WORKSHOP TIME. Please indicate the length of your Workshop (full-day or half-day). Plan to arrive at the Cultural Workshop area at least 15-minutes before your shift begins in order to set up.

Saturday: Noon – 10 PM (Entire Day)
Sunday: Noon – 6pm (Entire Day)

Saturday: Noon – 5 PM
Sunday: Noon – 3pm

Saturday: 5 PM – 10 PM
Sunday: Noon – 3pm

SUPPLIES: WorldFest will cover some of the expenses for your supplies. Please choose one of the following options:

I will provide my own supplies but request to be reimbursed \$_____ for the cost of these supplies. Itemized, original receipts must be provided in order to be reimbursed.

The following is a list of supplies that will need to be provided. Attach a separate sheet of paper if necessary.

Organization / Vendor Name (please print clearly)

FESTIVAL PROMOTIONAL MATERIALS AND OPPORTUNITIES:

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

_____ Number of fliers (4" x 9")

GIFT CERTIFICATES/GIVE-AWAYS NEEDED:

Gift certificates/Give-aways will be used to gain marketing exposure for the festival and your group in the following ways:

- Items can include free dance lessons, product, gift certificates, etc.
- Radio promotion - Gift certificates will be given away on air with your group receiving a mention.
- Surveys are conducted at the festival 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.
- Please indicate your participation below:

_____ YES

_____ NO

If yes, please describe:

PARADE OF NATIONS:

_____ Yes, I would like to offer my country's flag to be included in the Parade of Nations.

_____ Yes, I would like a representative from my organization to walk with my country's flag in the Parade of Nations.

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

AUTHORIZATION: In connection with the Worldfest event to be held October 24 & 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 "Children's Cultural Workshops - 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 _____

Title / Designation _____

IMPORTANT DATES

Tuesday, September 1
NEW DEADLINE!
Application Deadline

Tuesday, October 6
6:00 pm – 7:00 pm
Vendor Pre-event Meeting
Addison Conference Centre
15650 Addison Road

Friday, October 23
8:00 am – 5:00 pm
Event set-up

Sunday, October 25
Noon – 6:00 pm
Worldfest

Saturday, October 24
Noon – 8:00 pm
Worldfest

SUBMIT TO

Town of Addison
Attn: WorldFest Children's
Workshops
P.O. Box 9010
Addison, TX 75001-9010

Fax: 972-450-2834
Email: nnewkham@addisontx.gov

FOR MORE INFORMATION

Contact Nicole Newkham
Sr. Special Event Coordinator
972-450-6281 or
nnewkham@addisontx.gov

**2009 CHILDREN'S CULTURAL WORKSHOPS
RULES, REGULATIONS AND GENERAL INFORMATION ("Rules")**

CULTURAL ACTIVITY; VENDOR SELECTION; VENDOR ACTIVITIES: All products/services/activities 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 or to participate in the Event, and 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 Children's Cultural Workshop Application for the Event, the Applicant fully WAIVES any and all claims, damages, suits or proceedings which it has or may have against the Town of Addison, its officials, officers, employees, representatives, agents, and volunteers arising out of or relating to Addison's processing of or decision regarding the Cultural Workshop Application and Applicant's participation (or non-participation) in the Event, and further RELEASES, FOREVER DISCHARGES, and COVENANTS NOT TO SUE Addison and/or 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 and a Marketplace Application must be submitted to sell merchandise or distribute literature. **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 shall perform and provide its products/services/activities accordingly, and shall not, directly or indirectly, make religious or political statements of any kind or nature or promote, encourage, advance, suggest or reference a religious or political agenda, and shall not use profanity of any kind. Health-related and Public Safety programs and/or merchandise are not allowed unless written permission is obtained from the Addison Special Event Administrator (the "Event Administrator"). Merchandise cannot be shipped to the Event in advance and no accommodations are available for storage by Addison.

ASSIGNMENTS: The Event Administrator will make a determination regarding Vendor's application approximately 30 days prior to the date of the Event. Vendor has no right to and shall not sublet, assign, or otherwise transfer or convey any right, duty, obligation, or matter in connection with the Event or these 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 and terminate the Vendor's participation in the Event and all matters pertaining to such participation in connection with or related to the Event any time with full or partial refund to Vendor for supplies as determined by Addison. Any approved assignee or transferee shall be subject to all the provisions and requirements of these Rules and this agreement. Vendor placement will be assigned to best benefit of the Event and all its participants, as determined by Addison.

CANCELLATION POLICY; NO ASSIGNMENT BY VENDOR; NOTICE; FORFEITURE OF SPACE: 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 or liability to Addison. Notice of termination or cancelation, or any other notice or communication hereunder or pursuant hereto, may be given by Addison orally or in writing. Vendor shall not sublet, assign, or otherwise transfer or convey any space or any matter in connection with the Worldfest event to be held October 24 & 25, 2009 at Addison Circle Park, Addison, Texas ("WorldFest" or the "Event") and these 2009 Children's Cultural Workshop Rules, Regulations and General Information (the "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.

EVENT HOURS AND SET-UP/TEAR DOWN SCHEDULE; EVENT CANCELATION, POSTPONEMENT: Vendors will be allowed access to their activity space via the designated area during set-up and tear down times only. Access to activity 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 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 activities 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 an Act of God, any reason of public safety, public welfare, or public health, or for any other 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 as assigned unless other previous arrangements are made with the Event Administrator.

Date	Event Hours	Set-Up	Tear Down
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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. (on October 25, 2009)
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. (on October 26, 2009)

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 activity space as possible. This pass will allow Vendor access to its activity space 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.

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, (the Town of Addison, Texas and the elected officials, the officers, employees, agents, representatives, and volunteers of the Town of Addison being 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 Talley 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 performance at the Event, and this agreement.

WAIVER AND RELEASE; ASSUMPTION OF RISK. Vendor, for itself and all Vendor Persons, do hereby **RELEASE, WAIVE, ACQUIT, FOREVER DISCHARGE and COVENANT NOT TO SUE** Addison and Addison's officials, officers, employees, agents, representatives, and volunteers (both in their official and private capacities) (together for purposes of this subsection, "Released Persons") from any and all claims, actions, causes of action, demands, losses, harm, damages, penalties, liability, expenses, lawsuits, judgments, costs, and fees of any nature or kind whatsoever (together for purposes of this subsection, "Claims") which Vendor or any of Vendor Persons may sustain or incur in connection with, arising out of, or related to, in whole or in part, the Event, including, without limitation, any and all Claims for personal injury or loss to any person (including, without limitation, death) or damage to or destruction or loss of any property, and **INCLUDING ANY CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED BY THE RELEASED PERSONS' (OR ANY OF THEM) OWN NEGLIGENCE, GROSS NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.** Vendor, for itself and the Vendor Persons, do

ASSUME THE RISK of all conditions, whether dangerous or otherwise, in and about the premises of the Event Site, other premises or property used in connection with the Event, and any adjacent premises or property owned or under the control of Addison, in connection with, arising out of, or related to the Event, 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 volunteers (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, other premises or property used in connection with the Event, and any adjacent premises or property owned or under the control of Addison, in connection with, arising out of, or related to the Event, 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 volunteers. The provisions of this paragraph shall survive the termination of this agreement and the Event.

GENERAL RULES & REGULATIONS: During the course of the Event, Vendor shall maintain the areas inside their activity 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 activity space(s) and surrounding area.

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 25th (the "Time of Removal") or prior to the Time of Removal in the event of termination of this agreement. Vendor is and shall at all times be an independent contractor, and nothing herein is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

If any part of the Vendor's activity 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 activity 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 activity 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 Event Site or other premises used in connection with the Event. 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 or conditions of these Rules shall be sufficient cause for termination of Vendor's participation in the Event and of this agreement by Addison. In the event of termination, Vendor shall immediately vacate the Event Site, 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 is not a lease but only a revocable license to operate and conduct the activity described herein (and including, without limitation, described in the Application to which these Rules are attached and into which these Rules are incorporated).**

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 or while otherwise participating in the Event pursuant to the Application and these Rules and shall not be under the influence of any intoxicating beverages, narcotics or drugs at any time while on the Event Site or any other of 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 document contains the entire agreement of Vendor and Addison and may not be amended, modified or altered without the express written consent of Addison.

The terms and provisions set forth herein 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.

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 Vendor 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. Paragraph, subparagraph, 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 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.