

# WORLD FEST

Travel the World in a Weekend!

Saturday, October 22, 2011 • Noon – 6:00 PM • Sunday, October 23, 2011 • Noon – 6:00 PM

Addison Circle Park – 15650 Addison Circle Drive

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## **GLOBAL FOOD COURT APPLICATION CHECK LIST**

VENDOR NAME: \_\_\_\_\_

**APPLICATION DEADLINE: September 1, 2011**

- Application Form
- Fee Worksheet
- Menu Form (*changes can be made until September 23*)
- Completed Payment Form (*if using credit card*) or Check/cashiers check/money order made out to the Town of Addison for booth fees
- Temporary Food Service Permit (if not an Addison Restaurant)
- Separate Payment Form (*if using credit card*) or Check/cashiers check/money order made out to the Town of Addison for \$75 permit fee
- Insurance Certificate

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



Date Received _____	Booth # _____
For Office Use Only	

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 Addison Circle Park – 15650 Addison Circle Drive

## GLOBAL FOOD COURT APPLICATION

**APPLICATION DEADLINE: September 1, 2011**

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

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

**FESTIVAL 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")

**GIFT CERTIFICATES NEEDED:** Gift certificates will be used to gain marketing exposure for the festival and your restaurant through radio, print, and online promotions. Please indicate your participation below. Certificates are due no later than **September 23, 2011**.

\_\_\_\_\_ 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 festival and your restaurant. Indicate your participation below:

\_\_\_\_\_ YES \_\_\_\_\_ NO

*Please fully read the attached and updated "Global Food Court Booth/Tent - Rules, Regulations and General Information" before submitting your application.*

**AUTHORIZATION:** In connection with the WorldFest event to be held Saturday, October 22 & Sunday, October 23, 2011 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 "Global Food Court 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. The undersigned represents that he/she is an authorized representative of Vendor and has authority to bind Vendor to the provisions, terms and conditions set forth herein.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title / Designation \_\_\_\_\_

# WORLD FEST

## FEE WORKSHEET

**BOOTH FEE:** Cost for each 10' x 10' booth space selling food and alcoholic beverages is \$600 (\$1,200 for 10' x 20'). Cost for each 10' x 10' booth space selling food and non-alcoholic beverages is \$500 (\$1,000 for 10' x 20'). Cost for each 10' x 10' booth space selling ONLY food is \$300 (\$600 for 10' x 20'). In addition to the booth space fee, a fully-refundable security deposit of \$250 or \$150 is required).

Booth Description	Select	Size	Booth Fee	Refundable Deposit	Booth Fee Subtotal
Food and alcoholic beverages	<input type="checkbox"/>	10x10	\$600	\$250	<b>\$850</b>
	<input type="checkbox"/>	10x20	\$1,200	\$250	<b>\$1,450</b>
Food and non-alcoholic beverages	<input type="checkbox"/>	10x10	\$500	\$150	<b>\$650</b>
	<input type="checkbox"/>	10x20	\$1,000	\$150	<b>\$1,150</b>
Food only	<input type="checkbox"/>	10x10	\$300	\$150	<b>\$450</b>
	<input type="checkbox"/>	10x20	\$600	\$150	<b>\$750</b>

**BOOTH FEE SUBTOTAL: \$ \_\_\_\_\_**

**ADDITIONAL ELECTRICITY:** Each 10x10 booth will receive (2) 120-V, 20 amp electrical outlets. Each 10x20 booth will receive (4) 120-V, 20 amp electrical outlets. Additional 120-V 20 amp outlets may be purchased in advance for an additional \$45 per outlet. Additional 220-V, 30 amp outlets may be purchased for \$50 each, 220-V, 60 amp outlets for \$125 each and 220-V, 100 amp outlets for \$175 each.

Description	Amount Each	Order Quantity	Subtotal
Additional 120-V outlets	\$45 each (\$90 each on-site)		
220-V, 30 amp outlets	\$50 each (\$150 each on-site)		
220-V, 60 amp outlets	\$125 each (\$200 each on-site)		
220-V, 100 amp outlets	\$175 each (\$400 each on-site)		

**Additional electricity must be ordered no later than September 23. Additional electricity ordered on-site will cost more and availability is limited, so please plan in advance. Town of Addison staff and electricians will conduct an on-site electrical audit during the event. Any electrical overages will be charged to the Vendor.**

**ADDITIONAL ELECTRICITY SUBTOTAL \$ \_\_\_\_\_**

**TOTAL AMOUNT (BOOTH FEE + ADDITIONAL ELECTRICITY): \$ \_\_\_\_\_**

# WORLD FEST MENU FORM

**NO CHANGES AFTER SEPTEMBER 23, 2011**

**CHANGES TO THE MENU SIGN AND PRICE SLASHING WILL RESULT IN FORFEITURE OF SECURITY DEPOSIT. CHANGES TO ALCOHOL PRICES WILL ALSO RESULT IN FORFEITURE OF THE RIGHT TO SELL ALCOHOLIC BEVERAGES AT ALL FUTURE EVENTS.**

Please submit this booth menu form with your application so the Town of Addison Environmental Services Department, electrician and other contractors can begin processing the information. Any changes to the menu must be made in writing no later than **September 23, 2011** so the booth menu can be printed in the event program, menu board signs, and posted on-line.

FOOD ITEMS

Item 1: _____	Cost: _____
Item 2: _____	Cost: _____
Item 3: _____	Cost: _____
Item 4: _____	Cost: _____

**BEVERAGES (Alcoholic & Non-Alcoholic Beverages):** All bottled non-alcoholic beverages (soft drinks, lemonade, water, tea, etc) must be purchased from Coca-Cola at the event site, the WorldFest official soft drink/water supplier. Only sponsor beverages will be listed by name on menu boards. All others will be a generic listing.

**It is important to support the event sponsors because of the financial and marketing support they provide. Their sponsorship support helps keep the operational and admission costs as low as possible.**

Addison will **not** set standard alcoholic beverage prices; however, vendors shall not sell or provide any alcoholic beverage in a container larger than 16 ounces. NO alcoholic beverage may be sold for less than \$3.00 per glass. Below are common prices from 2010 menus.

<b>2010 Common Prices</b>	Soda/Water - \$2.00	Domestic Beer - \$3.00	Import Beer - \$4.00	Wine (6 oz) - \$4.00
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BEVERAGE ITEMS:

Brand: _____	Size: _____	Cost: _____
Brand: _____	Size: _____	Cost: _____
Brand: _____	Size: _____	Cost: _____
Brand: _____	Size: _____	Cost: _____

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

Description 1: _____	Amps: _____
Description 2: _____	Amps: _____
Description 3: _____	Amps: _____
Description 4: _____	Amps: _____
Description 5: _____	Amps: _____

*Please use additional paper if necessary.*



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

**APPLICATION FOR TEMPORARY FOODSERVICE LICENSE**

To Whom It May Concern:

1. In accordance with Addison Town Ordinance No. 779 you are required to fill out the application below, and return it to the Health Department five days prior to the first day of operation.
2. Each temporary foodservice establishment with the Town of Addison is required to have a valid Foodservice License which is issued by the Environmental Health Department. Said permit shall be in effect for no more than four consecutive days. It shall be unlawful for any person to operate a temporary foodservice establishment without a valid license.
3. **Please use separate check or credit card payment form for license fee.** The fee for this license shall be \$75.00 for a profitable enterprise and \$10.00 for charitable or non-profit enterprises and shall accompany this application. After the application is received, a consultation and inspection will be made. Upon passing the inspection the license will be issued.

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Business Phone \_\_\_\_\_

Owners Name \_\_\_\_\_

Owners Address \_\_\_\_\_

Manager \_\_\_\_\_

Assistant Manager \_\_\_\_\_

Date (s) of Operation \_\_\_\_\_

Date Paid \_\_\_\_\_ Check # \_\_\_\_\_ Receipt # \_\_\_\_\_ Permit # \_\_\_\_\_

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

Town of Addison  
Attn: WorldFest Global Food Court  
P.O. Box 9010, Addison, TX 75001-9010

## GLOBAL FOOD COURT BOOTH/TENT - RULES, REGULATIONS AND GENERAL INFORMATION

**BOOTH SPACE FEES:** Cost for each 10' x 10' booth space selling food and alcoholic beverages is \$600. Cost for each 10' x 10' booth space selling food and non-alcoholic beverages is \$500. Cost for each 10' x 10' booth space selling ONLY food is \$300. In addition to the booth space fee, Applications may be accepted after September 1, 2011 on a space available basis only. A check or money order payable to the **Town of Addison** must be submitted with the Application. Vendor will be charged an additional \$35.00 for returned checks with insufficient funds. The Town of Addison also accepts Discover, American Express, Visa or MasterCard credit card payments (see payment sheet). 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 Global Food Court, P.O. Box 9010, Addison, Texas 75001-9010. **Vendor may sell food items for cash and retain 100% of its sales with no percentage given back to Addison.**

**SECURITY DEPOSIT:** In addition to the booth space fee, a fully refundable security deposit is required with the Application for booth space. Each 10' x 10' Vendor booth selling food and alcoholic beverages will pay a \$250.00 deposit. Each 10' x 10' Vendor booth selling food and/or non-alcoholic beverages will pay a \$150.00 deposit. The security deposit, or portion thereof, will be refunded within thirty (30) days from the last day of the Event if booth space, materials provided for pursuant to this permit, all other materials are left in good working order and ALL the rules and regulations of this permit are followed.

**CANCELLATION POLICY:** No refunds for cancellations will be allowed after 5:00 pm on September 9, 2011. All cancellations shall be in writing. The Town of Addison, Texas ("Town of Addison," "Town," or "Addison") reserves the right to cancel any Vendor and the terms of this License at any time for any reason, without penalty to Addison. Vendor shall not sublet or assign this License to any other person. Any Vendor who is not set-up by the designated time will be assumed absent and space forfeited.

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

- 10' x 10' covered tent with three countertops
- One 2:A 10B: C fire extinguisher for every other booth to share
- (2) 120V outlets
- One reserved parking pass
- One standardized sign with pre-printed menu
- Access to water

The Town strives to create a polished, professional appearance throughout the Event. Signs, banners or a display of any kind relating to alcoholic beverages, religion or politics, shall not be displayed in the booth space. Vendor understands and recognizes that the Festival is a family-friendly event for entertainment purposes only and is solely for the display, presentation and exhibition of cultural arts, crafts, jewelry, gifts, language, music, dance, furniture, dress, fashion, food, drink, and gardens. Vendor shall not use profanity of any kind.

Vendor may decorate its booth space as it pleases; however, all materials draped from the booth space must meet Addison fire laws and must not be of an offensive nature as determined by the Director of Special Events or the Director's designee. The use of any candles, lamps, lanterns or anything with an open flame is prohibited.

### **IMPORTANT DATES**

**September 1**  
Early Application Deadline

**September 9**  
No refunds or cancellations

**September 23**  
Final Menu Changes Due  
Insurance Certificate Due  
All Electrical Needs Due

**Saturday, October 22**  
**Noon – 6:00 pm**  
WorldFest

**Sunday, October 24**  
**Noon – 6:00 pm**  
WorldFest

**November 11**  
Tasty Buck Redemption Deadline  
**NO EXCEPTIONS**

### **SUBMIT TO**

Town of Addison  
Attn: WorldFest Global Food Court  
P.O. Box 9010  
Addison, TX 75001-9010  
Email: worldfest@addisontx.gov  
Fax: 972-450-2834

### **FOR MORE INFORMATION**

Email: worldfest@addisontx.gov  
Call: 972-450-2851

Decorative lights powered by batteries are acceptable. The Director of Special Events also reserves the right to require modifications or removal of any exhibit. Vendor may provide additional lightweight signage with prior written approval of the Director of Special Events. Addison will provide standard booth menu signage that must be displayed at Vendor's booth. Changes to the pre-printed menu signs shall not be permitted. Vendors who make unauthorized changes to the pre-printed menu signs shall be asked to move the sign(s) and shall be subject to forfeiture of their security deposit.

**Beer and Wine: TO BE ELIGIBLE TO SELL BEER & WINE: Vendor (i.e. the owner and operator) must be currently operating an established restaurant that holds a TABC permit issued as of January 2011.** Domestic/Import/specialty beer, wine, and wine-based margarita of your choice may be sold. Liquor as defined by the Texas Alcoholic Beverage Code is not permitted. **IN ADDITION, VENDOR MUST APPLY AND RECEIVE A TEMPORARY PERMIT FROM TABC.** 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 ("TABC"). 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 alcoholic beverage prices; however, vendors shall not sell or provide any alcoholic beverage in a container larger than 16 ounces. NO alcoholic beverage may be sold for less than \$3.00 per 16 oz. A price list for the sale of alcoholic beverage suggested by previous vendors is available from the Director of Special Events.**

**ASSIGNMENTS:** Global Food Court booth space is limited so applications will be selected to provide a diverse offering of food items from various regions of the world. Vendors must obtain a temporary Addison Food Service License unless they currently have a License from the Town of Addison. The Director of Special Events will assign Vendor booth space approximately 30 days prior to the Event. Vendor space will not be confirmed until full payment is received. Vendor shall not sublet or assign this license to any other person, or any of the privileges conveyed herein, except with the prior written consent of the Director of Special Events. The Town of Addison reserves the right to cancel any Vendor booth prior to the Event date with full or partial refund to Vendor. Any approved assignee shall be subject to all the provisions and requirements of this license. Booth placement will be assigned to best benefit the Event and all its participants. Vendor understands and acknowledges that the license granted to it hereunder by Addison are not exclusive and that other restaurants, food service providers or organizations shall be granted similar licenses to sell concessions, food, beverages or merchandise.

**ELECTRICAL:** Each booth will receive two (2) 120-volt, 20-amp electrical outlets at no additional charge. **Additional 120-volt/20-amp outlets may be purchased in advance for an additional \$45 per outlet. Additional 30 amp 220 outlets may be purchased for \$50 each, 60 amp 220 outlets for \$125 each and 100 amp 220 outlets for \$175 each.** Additional electricity must be ordered no later than September 23. Additional electricity ordered on-site will cost more and availability is limited, so please plan in advance. Town of Addison staff and electricians will conduct an on-site electrical audit during the event. Any electrical overages will be charged to the Vendor. By **September 23, 2011**, Vendor must also provide written confirmation of the equipment and its amperage that will be used at the Event. If Vendor is plugging in equipment that has not been pre-approved by the Director of Special Events, Vendor shall immediately discontinue its use upon request by the Director of Special Events or the Director's designated representative. The use of an extension cord is not recommended; however, if necessary, commercial-grade extension cords may be used.

**"TASTY BUCKS" FOR SPECIAL GUESTS:** Entertainers and other special guests will be given free meal coupons for redemption at all WorldFest Global Food Court booths. Tasty Bucks are available to purchase food and non-alcoholic beverages equal to the cash value of the coupon. Each Tasty Buck shall have a value of one dollar (\$1.00). Vendor may redeem these coupons for cash after the Event by submitting them to the Director of Special Events by no later than Friday, November 11, 2011. 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 the pre-event packet and send with the coupons. 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 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 23, 2011.** 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 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.

**EVENT HOURS AND SET-UP/TEAR DOWN SCHEDULE:** Vendors will be allowed access to their booth space via the designated area (designated by the Director of Special Events) during set-up and tear down times only. Access to booth space

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

**TEAR DOWN/SET UP SCHEDULE**

Date	Event Hours	Set-Up	Tear Down
Friday, October 21, 2011	N/A	8:00 a.m. – 5:00 p.m.	N/A
Saturday, October 22, 2011	Noon – 6:00 p.m.	7:00 a.m. – 11:00 p.m.	7:00 p.m. - Midnight
Sunday, October 23, 2011	Noon – 6:00 p.m.	7:00 a.m. – 11:00 p.m.	7:00 p.m. - Midnight

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

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

All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, (ii) name Addison as an additional insured and contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas, and (iii) include coverage for the period of time including the Event days as well as set-up days (usually one day before and one day after the Event). Certified copies of all such policies shall be delivered to Addison upon the execution of this license, but in any event no later than September 23, 2011 prior to the Event; provided, however, that Addison, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance together with the declaration page of such policies, along with the endorsement naming the Owner as an additional insured. Each such policy shall provide that it shall not be canceled without at least 30-days written notice thereof being given to Addison. Coverage for Products/ Completed Operations must be maintained at least two (2) years after this license is terminated in its entirety, including any renewal thereof or extensions thereto.

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.

**For insurance questions, please call 972-450-2851 or fax your certificate to 972-450-2834 or email to worldfest@addisontx.gov.**

**SECURITY:** Addison will hire overnight security personnel to watch the Event site Friday, October 21 – Sunday, October 23, but the Event site will be open to the public. The Event site (located at Addison Circle Park, 4970 Addison Circle Drive, Addison, Texas, being an extension and the outdoor portion of the Addison Conference and Theatre Centre) ("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. 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 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 license 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 Director of Special Events.

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

**REQUIREMENTS FOR TENTS (1991 U.F.C. ARTICLE 32):**

- A permit is required for any tent covering an area in excess of 200 square feet.
- It shall be the responsibility of the permittee to enforce these requirements.
- Vehicles shall be allowed no closer than 20 feet to tent if necessary to operation. Vehicles not necessary to operation shall be allowed no closer than 50 feet to tent.
- An unobstructed passageway not less than 12 feet in width and free of guy ropes or other obstructions shall be maintained on all sides of tents.
- All tent sides and top shall be flame-retardant material or made flame-retardant by chemical treatment. An affirmation or affidavit shall be posted at premises attesting to flame-retardancy with copy to the Fire Prevention Division in advance of tent erection.
- Smoking shall not be permitted where highly combustible materials are kept or stored. Approved "NO SMOKING" signs shall be conspicuously posted.
- Fire extinguishers are required to be a minimum 2A: 10B: C rating. One shall be provided for the first 1000 square feet (or fraction thereof if the tent is smaller than 1000 sq. ft.) and one additional shall be provided for each additional 2000 square feet or fraction thereof.
- Exits shall be not less than 6 feet wide and shall be spaced at approximately equal intervals around the perimeter. Exits shall be located so no point within the tent is more than 100 feet from an exit. Exit openings from any tent shall remain open, or may be covered by curtain if:
  - a. curtain is free sliding on a metal support. Support shall be a minimum of 8 feet above floor level at the exit.
  - b. curtain shall be so arranged that when open no part of curtains shall obstruct the exit.
  - c. curtain shall be of a color, or colors, definitely contrasting with the color, or colors, of the tent.
- Required minimum clear width of exits, aisles, and passageways shall be maintained at all times.
- All weeds and flammable vegetation shall be removed from the premises adjacent to or within 35 feet of any tent. Hay, straw, trash, or other flammable material shall not be stored less than 35 feet from any tent, except upon special permission of the fire chief or designated representative. The grounds both inside and outside of tents shall be kept clear of combustible waste. Such waste shall be stored in approved containers or removed from the premises.
- If the tent is in a fenced area, gates shall be provided at each tent exit. These gates must be at least as wide as the tent exit and able to swing in the direction of exit travel (outward). Approved "EMERGENCY EXIT" signs shall be attached to gates, readable from the inside, unless the gate is kept open during operation. Gate swing area should be marked in some way and shall be kept clear of obstructions (parked cars, storage, etc.). Gates shall not be fastened enough during hours of operation so as to impede free egress in an emergency.
- Any unforeseen condition that presents a fire hazard, or would contribute to the rapid spread of fire, or would delay or interfere with the rapid exit of persons from the tent, or would delay or interfere with the extinguishment of a fire and which is not otherwise covered by these rules shall be immediately abated, eliminated or corrected as ordered by the Town's fire chief, fire marshal or their designated representative.
- All involved Vendors and participants should be notified, in advance of use, of these requirements. A copy of such notification should be forwarded to the Fire Prevention Division of the Town.
- Vendor is subject to inspection given by the Fire Prevention Division of the Town.

**SUSTAINABILITY EFFORTS & TIPS:**

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

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

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

- Come up with additional ways you can reduce waste and save money and implement them.
- Encourage your employees to be creative in coming up with ideas to reduce waste.

#### **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 festival grounds.

#### **REQUIREMENTS FOR OUTDOOR COOKING:**

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

#### **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 or incurred by any Addison Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to (1) the activities of, participation and performance by Vendor pursuant to this license 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 license 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 license.

**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 license. 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 license 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. The provisions of this paragraph shall survive the termination of this license and the Event.

Vendor, for itself and the Vendor Persons, does hereby RELEASE, WAIVE, ACQUIT, and FOREVER DISCHARGE Addison and all other Addison Persons from, and do COVENANT NOT TO SUE Addison and all other Addison Persons (or any of them) for, any and all claims, actions, causes of action, proceedings, demands, losses, harm, damages (including, without limitation, damage to or destruction of any property), injuries (including, without limitation, personal injury, illness, and death), penalties, fines, liability, expenses, lawsuits, judgments, costs (including, without limitation, attorneys fees and court costs), and fees, of any nature or kind whatsoever, (together for purposes of this paragraph, "Damages"), 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, Vendor's (and Vendor Persons) participation in the Event pursuant to this license, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR GROSS NEGLIGENCE OF ADDISON OR ANY OTHER ADDISON PERSON, OR CONDUCT BY ADDISON OR ANY OTHER ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The provisions of this paragraph shall survive the termination of this license and the Event.

**GENERAL RULES & REGULATIONS:** During the course of the Event, Vendor shall maintain the areas inside their tent(s) and their booth 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 space(s) and surrounding area. Failure of a Vendor to maintain its booth and/or tent or other space occupied by the Vendor may result in a forfeiture of the Vendor's security deposit as may be determined by the Town.

Addison shall have the right, but not the duty, to supervise the manner of exercising the operation of the activity by Vendor. However, in doing so Addison is expressly not accepting responsibility for such operations and conduct. Vendor 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 noon on the next day following the Event (the "Time of Removal") or prior to the Time of Removal in the event of termination of this license.

If any part of the Vendor's tent(s) or booth 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 space shall not be liable for any damage to or loss of any property sustained during its removal and storage. Upon termination of this license and the Event, Vendor shall deliver the Vendor tent(s) area and booth space to Addison in as good condition as at the beginning of the terms of the Event and this license, except for ordinary wear and tear. The terms of this paragraph shall survive the termination of the Event and this license.

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 license shall be sufficient cause for termination of this license 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 instrument is not a lease but only a revocable license ("license," including, without limitation, the Application, the Global Food Court Booth/Tent - Rules, Regulations and General Information) to operate and conduct 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 participating in the Event 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. The provisions of this paragraph shall survive the expiration or termination of the Event, Vendor's participation in the Event, and this license.

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

This license is subject to any and all rules, regulations, and standards of Addison. This license shall be construed under and governed by the laws of the State of Texas, without regard to choice of law rules, and all obligations created by this license are performable for all purposes in the County of Dallas, State of Texas. Exclusive venue for any action under this license lies 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 license is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this license 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 license 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 license 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 rights and remedies. Said rights and remedies are given in addition to any other rights Addison may have by law statute, ordinance, or otherwise. It is not a waiver of or consent to a breach, failure to perform, or default of this license if the non-defaulting party fails to declare promptly a default or delays in taking any action. Any rights and remedies Addison may have arising out of this license shall survive the cancellation, expiration or termination of the Event and this license.

This license and each of its provisions are solely for the benefit of Addison and Vendor and are not intended to create or grant, and do not create or grant, any rights, contractual or otherwise, to any third person or entity.

Defined terms used in this license 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 license.

"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 Global Food Court Booth/Tent - Rules, Regulations and General Information ("Booth Rules"), has fully informed itself of the contents hereof before signing it, and understands the terms and

conditions hereof. These Booth Rules, together with the Global Food Court Application to which these Booth Rules are attached and included and any other documents attached to the said Application or these Booth Rules, are and comprise the "license" as the term is used herein.

In connection with the Event and Vendor's participation therein, Vendor is and shall at all times be an independent contractor and is not an employee, agent, servant, or representative of Addison, and notwithstanding any other provision of this license, nothing in this license shall, nor is intended to, nor shall be construed to, create an employer-employee relationship, a partnership, a joint venture relationship, or a joint enterprise between Addison and Vendor.

Time is of the essence in this license and in each provision contained in it. This license shall be deemed to have been jointly drafted by each of Addison and Vendor.

The officer or agent of the Vendor signing this license 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 license for Vendor.



# PAYMENT FORM

Vendor Name: \_\_\_\_\_

## PAYMENT INFORMATION

TOTAL AMOUNT DUE: \_\_\_\_\_

**Check**                      Check Number \_\_\_\_\_

**Credit Card**

Please check the appropriate credit card and provide the necessary information along with a signature.

*For payment plans - Credit cards will be run on the dates indicated and will not need additional paperwork.*

American Express       Discover       Mastercard       Visa

Credit Card Number

Expiration Date

□□□□□□□□□□□□□□□□

□□ / □□

I authorize the Town of Addison to charge my credit card in the amounts stated above according to the dates in my payment plan.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

**Send your completed form to:**  
Town of Addison  
Special Events Department  
ATTN: WorldFest Global Food Court  
P.O. Box 9010, Addison, TX 75001-9010  
or fax to (972) 450-2834

For questions please call (972) 450-2851