



City of Lewisville
HOLIDAY AT THE HALL
Saturday, December 5, 2009
10am - 6pm

Food Vendor Application

Vendor/Business Name: _____ Contact Name: _____

Address: _____ City/State/Zip: _____

Email: _____ Cell: _____ Alternate Phone: _____

Menu Item	Cost	Menu Item	Cost
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total length of trailer, including the tongue/hitch (if applicable): _____

Which side of the trailer do you serve from? _____

Preferred booth set-up time (please check one): Friday 5pm - 7pm Saturday 7am – 9am

Vendor Fees

- Booth space (10x20) \$250 \$ _____
- Electricity 110v/30 amps or less \$50 \$ _____ (1 standard outlet for 2 plugs)
- Electricity 220v/30 amps or less \$75 \$ _____
- Late Fee \$50 \$ _____

(A late fee will be assessed if vendor agreement & payment are not received by **Friday, November 6th, 2009**. Late applications will not be accepted after Friday, November 13th, 2009.)

Total Enclosed \$ _____

Insurance (please check one)

- \$1m Commercial General Liability insurance included naming Promoter Line, Inc. & City of Lewisville as additional insured.
- Plan to purchase insurance coverage from the City of Lewisville. (See next page for details.)

Please make checks payable to City of Lewisville and send with completed application to:

Promoter Line, Inc.
Attn: Holiday at the Hall
4218 Gateway Drive, Ste 140
Colleyville, TX 76034
angelyn@promoterline.com
Phone: 817.557.1009/Fax: 817.557.6155

Rules and Regulations

- Holiday at the Hall is an outdoor event held regardless of weather conditions.
- Vendor fees shall be paid in advance and are non-refundable. **Vendors are accepted on a first come first served basis.**
- Vendors are to remain in their booths during festival hours, unless otherwise noted.
- Tents, tables and chairs will not be provided. Vendors shall drape and cover all tables and counters.
- All menu items and costs must be clearly displayed at each vendor booth. Costs must be accurate.
- **All Health Department regulations must be followed. The Health Department will provide you with all requirements, including a Temporary Health Permit. The permit fee will be waived as you are participating in a City-produced event. Contact the Health Department at 972-219-3480.**
- Food vendors will have access to a water supply where the vendors will need to transport water to their booth, so please plan accordingly. There will NOT be access to a constant supply of running water for each vendor.
- Vendors manning a booth must be over the age of 18 or accompanied by an adult.
- It is the responsibility of the vendor to collect & report sales tax from the event in the name of the taxing authority of the City of Lewisville. Vendors are required to have a Texas State Sales and Use Tax Permit clearly showing their tax ID # posted in the booth at all times.
- Vendor tents must be in excellent condition and weighted or held down by blocks or weighted buckets. "In-ground" stakes, such as straight or hammer-driven will NOT be permitted.
- Vendor parking is limited to a designated area. A map and complete information will be included in your acceptance packet. Vehicles not in the designated area are subject to be towed at the owner's expense or ticketing by the Lewisville Police Department. Observe all traffic signs. Vendors not complying with parking instructions may be asked to leave the show without refund of fees paid.
- All vendor vehicles must be moved to the designated parking area after loading or unloading prior to 10am Saturday.
- Vendor tents must have a fire retardant tag attached or fire retardant certification from the manufacturer. Inspections will be performed by the City of Lewisville. **A fire extinguisher must be in your booth at all times.**
- Vendors are responsible for the cleanup of trash inside and around their booth. Trash receptacles will be located throughout the area. Portable restrooms will be available for vendor and guest use.
- Deadline for vendor fee payment is Friday, November 6, 2009. Beginning November 7, a \$50 late fee will be added to the vendor fee.
- All participating vendors shall strictly adhere to hours of operation for move-in and move-out. Event Management reserves the right to change dates, hours or location. **Booth placement is at the sole discretion of Event Management.**
- Vendors shall conform to all statutes, ordinances, rules, orders, regulations and directions issued by any authorized authority of the federal, state or city government, including but not limited to, rules and regulations issued by the facility housing the festival.
- Event Management reserves the right to stop or remove from the festival any vendor or vendor representative, performing any act or practice, which in the opinion of Event Management is objectionable or detracts from the purpose/objective of the festival.
- Event Management reserves the right to decline a vendor's application if they deem their product or service not suitable for the event or if there are numerous vendors previously confirmed to sell the same product or service.
- If accepted, vendors will receive an acceptance packet 2 to 3 weeks prior to the event, which will contain parking passes, maps and general information.
- Property brought onto the premises by any vendor is at the vendor's sole risk and shall be removed from the premises during designated move-out times. Event Management shall have the right to remove from the premises any remaining effects left after designated move-out time at the vendor's cost.
- Vendor retains liability and assumes all risks of loss and/or damages on site or in connection with transportation, display, storage and sale of merchandise at the Holiday at the Hall festival. Security is provided from 9pm Friday to 7am Saturday.
- Painting, mixing of chemicals or possession of explosive materials is not allowed at any time.
- The displaying and or carrying of firearms are strictly prohibited except for uniformed officers of the local Police Department.
- **Certificate of Liability Insurance is required. Proof of Insurance must be received by Friday, November 13, 2009.** Failure to return all required information by the deadline may result in forfeiture of your booth space.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. Commercial General Liability naming the City as an additional insured: \$500,000 limit per occurrence for bodily injury, personal injury and property damage; \$1,000,000 Aggregate.
2. Workers Compensation and Employers Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Employers Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence and \$100,000 per occupational disease with a waiver of subrogation in favor of the City.

You may purchase coverage through the City of Lewisville for Holiday at the Hall for an additional \$65. The deadline to purchase insurance coverage is November 13, 2009. For more information, please contact Melinda Stephens at 972-219-3712.

Agreement of Liability Waiver

I hereby release, waive, discharge, covenant not to sue and agree to hold harmless for any and all purposes Promoter Line, Inc., The City of Lewisville, Texas, its officers, employees, successors, assigns, sponsors and volunteers (collectively "the City") from any and all liabilities, claims, demands, personal injury including death, or property damage that may be sustained by me while participating in the Holiday at the Hall event, including injuries or damages sustained as a result of the negligence of the City.

Venue

The Parties agree that if legal action is brought under this contract, exclusive venue shall lie in the Courts of Denton County, Texas, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

Contract Agreement

I have read the General Information regarding the 2009 Holiday at the Hall festival. By paying the vendor fee, I have agreed to the conditions and terms of this contract. I understand payment must be received with a completed Agreement by November 6, 2009. I also understand that after November 6, 2009, a late fee of \$50.00 will be assessed. The late fee should be included with application if Vendor Agreement and payment are not received by due date.

It is understood and agreed by applicant that this entire document constitutes a contract between Vendor and the Holiday at the Hall festival only when Event Management confirms this contract. Confirmations may be mailed, faxed or emailed. Acceptance of money by Holiday at the Hall is not binding if fee is returned before acceptance and confirmation of this contract. Verbal agreements or promises made verbally and not specifically stated and confirmed in writing, as part of this Contract, will not be binding.

I have read the aforementioned Rules and Regulations and agree to all of the terms and conditions as they are written.

Signed: _____

Date: _____