



City of Lewisville

WESTERN DAYS FESTIVAL

Friday, September 28, 2018, 5 p.m. - 11:30 p.m.

Saturday, September 29, 2018, 10 a.m. - 11:30 p.m.

The City of Lewisville and Lewisville Convention & Visitors Bureau proudly present the 2018 Lewisville Western Days Festival slated for September 28 & 29.

This unique festival, designed to showcase the history and spirit of the west, invites attendees to find the cowboy in them through themed events, attractions, food, shopping and entertainment. Four festival stages feature national and regional music and entertainment to flavor the air as festival-goers partake in the unique arts and crafts vendors, gunfight re-enactments, Native American dancers, the World Tamale Eating Championship and car shows. Family fun continues with a multitude of children's activities such as a Kids Korral Playground, face painters and the annual Huffines Auto Dealership Lewisville Cattle Drive parade featuring 20-30 Texas longhorns.

Vendor spots fill quickly and applications will be partially juried. The festival will only accept a set number of vendors who exhibit or sell similar product types or services. Application packets must be completed in full before consideration. Please follow the application instructions below.

Application Instructions

Vendor applications can be downloaded at LewisvilleWesternDays.com by selecting the *Vendor Information* link. Once your application is complete, print one copy to mail or email to the address listed below. Applications must include a certificate of insurance, food vendor coupon process agreement, and vendor booth payment. Applications are in Adobe PDF format, so please print an additional copy for your records.

Submitted applications must include the following:

- Completed Application
- Certificate of Insurance (**Required for all food vendors**)
- Payment in full by check or money order payable to the City of Lewisville

Deadlines

Cancellation Refund Deadline	Friday, August 10, 2018
Application Deadline	Friday, August 31, 2018
Certificate of Insurance	Friday, August 31, 2018
Late Fee Charge Begins	Saturday, September 1, 2018
No Applications Accepted After	Friday, September 7, 2018

Make checks or money orders payable to **City of Lewisville** and send with completed application to:

Promoter Line, Inc.
Attn: Western Days
4218 Gateway Drive, Ste 140
Colleyville, TX 76034
preston@promoterline.com
Phone: 817.557.1009/Fax: 817.557.6155



City of Lewisville
WESTERN DAYS FESTIVAL
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Food Vendor Application

Vendor/Business Name: _____ Contact Name: _____

Address, City, State, Zip: _____

Email: _____ Cell: _____ Website: _____

Menu Item/Cost	Menu Item/Cost	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): Thursday 5pm - 7pm Friday 10am – 3pm

Vendor Fees-All food sales transactions will be handled with Festival coupons. No cash will be accepted by food vendors.

- | | | |
|---|-------------------------------|---|
| <input type="checkbox"/> Booth space (10x20) | \$375 plus 20% of Gross Sales | \$ _____ |
| <input type="checkbox"/> Booth space (10x30) | \$475 plus 20% of Gross Sales | \$ _____ |
| <input type="checkbox"/> Booth space (10x40) | \$575 plus 20% of Gross Sales | \$ _____ |
| <input type="checkbox"/> Electricity 110v/30 amps or less | \$60 | \$ _____ (1 standard outlet with 2 plugs) |
| <input type="checkbox"/> Electricity 110v/31-60 amps | \$110 | \$ _____ (2 standard outlet with 4 plugs) |
| <input type="checkbox"/> Electricity 220v/0-60 amps | \$160 | \$ _____ |
| <input type="checkbox"/> Electricity 220v/61-100 amps | \$310 | \$ _____ |
| <input type="checkbox"/> Late Fee | \$50 | \$ _____ |

(A late fee will be assessed if vendor agreement & payment are not received by Friday, August 31, 2018. Late applications will not be accepted after Friday, September 7, 2018)

Total Enclosed \$ _____

Insurance Requirements: (please check one):

- \$1m Commercial General Liability insurance included naming Promoter Line, Inc. & City of Lewisville, it's officers, officials, agents and employees as additional insured.

Proof of Insurance is required with application Certificate of Insurance must be valid and reflect the company name on application to be accepted. Applications will not be considered without certificate of insurance.

- Plan to purchase insurance coverage, upon approval, from the City of Lewisville, **by August 31, 2018.** (See next page for details).

**Applicants must include 1) vendor agreement, 2) payment, & 3) proof of insurance in order to be considered.
 Applications are subject to approval once all required information is received.**

Please make checks or money orders payable to **City of Lewisville** and send with completed application to:

Promoter Line, Inc.
 Attn: Western Days Festival
 4218 Gateway Drive, Ste 140, Colleyville, TX 76034
preston@promoterline.com Phone: 817.557.1009/Fax: 817.557.6155

Rules and Regulations

- Western Days is an outdoor event held regardless of weather conditions.
- Vendor fees shall be paid in advance and are non-refundable. **The festival reserves the right to limit the number of concessionaires who sell the same menu items and concessionaires may be asked not to sell particular menu items.**
- Vendors are to remain in their booths during festival hours. It is acceptable to close by 10 p.m. both nights. However, vendors closing early on Friday WILL NOT be permitted to drive a vehicle into the venue to load out until after the festival closes at 11:30 p.m.; and only when Lewisville police officers deem it is safe to do so. Vendors manning a booth must be over the age of 18 or accompanied by an adult.
- Tents, tables and chairs will not be provided, but are available to rent. Vendors shall drape and cover all tables and counters.
- **Vendors will be required to honor exclusive beverage arrangements secured, as well as adhere to beverage pricing set forth by venue.**
- All menu items and costs must be accurate and clearly displayed at each vendor booth. All food and/or beverage sales transactions will be handled with coupons.
- **All Health Department regulations must be followed.** The City of Lewisville Health Department will provide all requirements, including a Temporary Health Permit. The permit fee will be waived since you are participating in a City-produced event. The health department contact is 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.**
- 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, weighted, and held down by blocks or weighted buckets. "In-ground" stakes 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 3 p.m. Friday.
- 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 bins will be located throughout the area. Portable restrooms will be available.
- Deadline for vendor fee payment and proof of insurance is Friday, **August 31, 2018**. Beginning **September 1, 2018** 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 or inappropriate for the event or if there are numerous vendors previously confirmed to sell the same product or service.**
- All accepted vendors will receive an acceptance packet the week of September 17, 2018. The packet will contain parking passes, maps and a general information letter.
- 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 Western Days festival. Roving Security is provided from 9 p.m. Thursday to 7 a.m. Friday and then again overnight Friday night.
- Painting, mixing of chemicals or possession of explosive materials is not allowed at any time.
- **Certificate of Liability Insurance is required.** Failure to return all required information by the deadline may result in non-refundable forfeiture of your booth space.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. Commercial General Liability Insurance must indemnify and name City of Lewisville and Promoter Line, Inc. as 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.

Coverage is available through the City of Lewisville for Western Days Festival for an additional \$65. The deadline to purchase insurance coverage is August 31, 2018. For more information or to purchase coverage, please contact Jamie Milstead at 972.219.5082, or jmilstead@cityoflewisville.com

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 Western Days 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 2018 Western Days 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 **August 31, 2018** I also understand that starting **September 1, 2018** a late fee of \$50 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 Western Days festival only when Event Management confirms this contract. Confirmations may be mailed, faxed or emailed. Acceptance of money by Western Days Festival 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: _____



City of Lewisville
Western Days Festival

Food Vendor Coupon Process

1. This is a COUPON ONLY event. No cash will be collected by any food and/or beverage vendor.
2. Coupons will be sold at Coupon Booths in various locations on the festival grounds.
3. Coupons will be sold at the cost of \$0.50.
4. All vendor signage should reflect cost of items for sale in “# of coupons”.
5. Coupons received in exchange for food products are to be stored in a safe and dry container.
6. Keep Friday and Saturday coupons separate.
7. Friday coupons will be weighed early Saturday morning. A designated staff person will come to your booth to gather your Friday coupons to be weighed. You will be given a “receipt” showing the total number of coupons weighed at that time.
8. You will be told Saturday morning where to report at the end of the festival Saturday night with your coupons from Saturday sales. No one will come get you at the end of the festival.
9. Vendors will be paid their 80% earnings by check after the last coupon weighing Saturday night.

I have read the Vendor Coupon Process and agree to all of the terms and conditions as they are written.

Signed: _____

Date: _____

EXHIBIT A

INSURANCE REQUIREMENTS LESSEES (NO AUTO RISKS) AND SPECIAL EVENTS

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas and Employers' Liability insurance. Workers' Compensation insurance is only required if Lessee has paid staff on site.

B. MINIMUM LIMITS OF INSURANCE

Lessee shall maintain limits no less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage.
2. Workers' Compensation and Employers Liability: Workers' Compensation Statutory Limits as required by the Labor Code of the State of Texas and Employers Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability
 - a. The City, its officers, officials, employees, boards/commissions and volunteers are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. Endorsement naming City as additional insured must be submitted with proof of insurance. The coverage shall include defense of claims against the City as additional insured.
 - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - c. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
 - d. Lessee's insurance shall be primary and non-contributory as respects to the City, its officers, officials, employees or volunteers.
2. **Waiver of Subrogation – All Coverages**

Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. Notice of Cancellation

Each insurance policy required by this exhibit shall be endorsed to state the coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

City prefers that insurance be placed with insurers with a Best's rating of **A-:VI or A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Lessee shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. The certificates are to be received and approved by the City before the lease commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. FOOD AND/OR LIQUOR COVERAGE

If food is being provided to attendees or participants, Lessee must provide Product Liability in the amounts listed above. If liquor is being served, Lessee must provide Host Liquor Liability, unless lessee is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, wherein a minimum \$1,000,000 Liquor Liability Policy will be required.

H. SPECIAL EVENTS

Insurance provided by the Lessee must cover all operations of the Special Event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy of the Lessee excludes any activity or group involved in the Special Event, the Lessee must provide proof of insurance as required by this agreement. Lessee must furnish separate certificates for each group or activity not included or covered by Lessee's insurance.

I. HOLD HARMLESS AND INDEMNIFICATION

THE LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY LESSEE'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF LESSEE, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE LESSEE AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE LESSEE'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.



City of Lewisville Green Vendor Guidelines

The City of Lewisville is counting on you to help make this event a "green" success. Special events generate large amounts of waste, and we are committed to minimizing the amount going into landfills. We ask that you support our efforts to be an environmentally friendly event by properly recycling materials you generate at your booth and working hard to reduce trash.

Please contact our event coordinator with any questions associated with our sustainability initiatives. Thank you for your help in showcasing sustainability efforts in Lewisville.

Green Vendor Guidelines:

- If you are a sustainable, environmentally-friendly business or just do something unique to save resources, we want you to flaunt it. Put up a sign or at least discuss your efforts with attendees.
- We will have recycle bins paired with trash cans in all public areas. Make sure all staff working your vendor booth are familiar with City's waste reduction/recycling efforts at the event and vendor responsibilities.
- Please strive for reusable display materials and decorations. We don't want to have a bunch of trash at the end of the event due to plastic tablecloths, balloons, etc. Use reusable containers to transport your materials to the event site (plastic pallets, plastic crates, or corrugated cardboard boxes).

Food Vendor Guidelines:

- ALL food and drink vendors should have a trash container with liners inside the booth in the food preparation area. The bags will be disposed of per direction from the event organizer.
- Concessionaires should sell beverages only in recyclable bottles or cans rather than disposable cups. If cups are absolutely necessary, use plastic cups made with #1 (PET) or #2 (HDPE) plastics so they can be recycled.
- Avoid using difficult-to-recycle materials such as waxed paper goods or products in multi-material packaging. Keep packaging to a minimum.
- Please - NO expanded polystyrene (EPS) products (e.g., Styrofoam™). EPS does not biodegrade in landfills and it is not recyclable through the City of Lewisville's onsite recycling program.
- Hand out straws, lids, plastic stir sticks, and napkins only when requested. They contribute to excess trash and litter.
- If possible, dispense condiments such as ketchup and mustard from pump-style bulk containers rather than using single serve packets.

Thank you for making this a successful and sustainable program!

Products Vendors Should Recycle at the Event Site

**Cardboard (must be broken down and free of food waste)
Aluminum, plastic, and glass beverage containers (free of liquid)
Mixed papers (office papers, newspapers, paperboard containers)**