

Rules and Regulations

- Independence Fest 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 offering similar menus will be limited.**
- 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 their costs must be clearly displayed at each the vendor's booth and 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 Temporary Food Permit fee will be waived since you are participating in a festival produced by the Town. Please contact the Town of Flower Mound Health Department at 972-874-6332 if you have any questions.**
- **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 Town of Flower Mound. 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 **must be weighted** or held down by blocks or weighted buckets. "In-ground" stakes, such as straight or hammer-driven will NOT be permitted. If wind poses a safety issue, Event Management reserves the right to take down tents.
- **If applicable, please include a picture of your trailer with measurements that shows the serving side.**
- Vendor parking is limited to a designated area. A map and complete information will be emailed to you one week before the event. Vehicles not in the designated area are subject to be towed at the owner's expense or ticketing by the Flower Mound 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 2p.m. Thursday, 7/4/19.
- Vendor tents must have a fire-retardant tag attached or fire-retardant certification from the manufacturer. Inspections will be performed by the Town of Flower Mound.
- **A fire extinguisher must be in your booth at all times.**
- Vendors are responsible for the cleanup of trash from, around and about 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, May 31, 2019. Beginning June 1, 2019, 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.**
- Vendor 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 email packet one week prior to the event. 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 Independence Fest. Bonded overnight security is provided from 7p.m. Wednesday to 8a.m. Thursday.
- 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.
- **Proof of the below described Insurance Policies must be received by May 31, 2019.** 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 Town and Promoter Line, Inc. as additional insureds: \$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 Town and Promoter Line, Inc.

Agreement of Liability Waiver

I HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS FOR ANY AND ALL PURPOSES THE TOWN OF FLOWER MOUND, TEXAS, ITS OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS, CONTRACTORS, SPONSORS AND VOLUNTEERS (COLLECTIVELY "THE TOWN") FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, PERSONAL INJURY INCLUDING DEATH, OR PROPERTY DAMAGE THAT MAY BE SUSTAINED BY ME AND ANY OF MY EMPLOYEES, VOLUNTEERS, AGENTS OR CONTRACTORS WHILE PARTICIPATING IN THE INDEPENDENCE FEST, INCLUDING INJURIES OR DAMAGES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF THE TOWN.

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 these rules and regulations and, in the event I receive one, I agree to read and comply with the acceptance packet regarding the 2019 Independence Fest. 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 May 31, 2019. I also understand that on June 1, 2019, 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 Town of Flower Mound only when the Town of Flower Mound confirms this contract. Confirmations may be mailed, faxed or emailed. Acceptance of money by the Town of Flower Mound 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, shall 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: _____