

2021 Vendor Rules and Regulations



By execution below, Vendor acknowledges and agrees to the terms and conditions provided herein.

VENDOR SELECTION

Vendor selection and approval will be in Addison's sole and absolute discretion; no person is entitled or has a right of any kind or nature whatsoever to be selected as a Vendor at the Event, and each Applicant understands and agrees that Addison may reject an applicant for any reason or for no reason whatsoever.

By submitting a Vendor Application for the Event, the Applicant fully waives any and all claims, damages, suits or proceedings which it has or may have against Addison, its officials, officers, employees, representatives, agents, and volunteers arising out of or relating to Addison's processing of or decision regarding the Vendor Application and Applicant's participation (or non-participation) in the Event, and further releases, forever discharges, and covenants not to sue Addison and its officials, officers, employees, representatives, agents, and volunteers in connection therewith.

COVID-19

Vendor agrees to adhere to all protocols required by the Town of Addison's Environmental Health Manager at the time of the Event and will be inspected by Addison's Environmental Health Manager prior to the start of the Event. Violation of this rule will result in immediate forfeiture of booth/tent space, removal from the event and no portion of the Vendor fees shall be refunded. To reduce the risk of COVID-19 we encourage our Vendors to use mobile ordering.

PAYMENT (IF FEES APPLY)

Upon acceptance, vendor will receive a PayPal invoice by email. At this time, vendor will have ten (10) business days to submit full payment by check, cashier's check, money order, or credit card. Vendor will be charged \$35 for returned checks with insufficient funds. Vendor participation will not be confirmed until full payment is received. By Vendor's payment of Vendor fees and Addison's acceptance of the fees, Addison does not represent or warrant that such fee is or shall be tax deductible or have any tax benefits of any kind (under the federal income tax laws or otherwise) to or for Vendor.

BOOTH ASSIGNMENTS

Vendor shall not sublet, assign, or otherwise transfer or convey any matter in connection with the Event or these Vendor Rules 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 has and reserves the right to cancel any Vendor booth/tent and all matters pertaining to Vendor in connection with or related to the Event any time prior to the Event date with full or partial refund to Vendor as determined by Addison. Any approved assignee or transferee shall be subject to all the provisions and requirements of these Vendor Rules and this agreement.

BOOTH OPERATIONS

Signage/Décor: Vendor is permitted to decorate its booth/tent space as it pleases; however, Addison strives to create a polished, professional appearance throughout the Event and Vendor shall decorate its booth space accordingly. Addison may require Vendor to submit and receive pre-approval for booth/tent design and decorations. Any un-approved signs, banners or displays that feature any kind of violence, mature content, or inappropriate messaging, as determined by Town of Addison staff, is prohibited. Addison reserves the right to require modifications to any such signage or display, including removal (in whole or in part).

All materials draped from the booth space must meet state and local fire code. No staples, tape or adhesive may be used on Addison-provided tents, tables, chairs and other furnishings. Vendor may provide additional lightweight signage with prior written approval of the Director of Special Events. Changes to Addison-supplied signage shall not be permitted.

Set-up/Tear Down: Vendors will be allowed access to their booth/tent space via the designated area during set-up and tear down times only. Access to booth/tent space during Event hours will be permitted from designated entrances and loading bays only. Vendors may not drive vehicles in Addison Circle Park for any reason at any time (exception for food trucks.) Vehicles and equipment may not have access for tear down until the Town of Addison Police Department makes an announcement that the Park is clear. Vehicles must follow street access guidelines or shall be subject to ticketing and/or towing at the owner's expense.

The hours of operation of the Event shall be those scheduled by Addison. Vendor's booth/tent shall be manned during all Event hours. Vendor shall have a reasonable amount of time as determined by Addison to set up prior to its commencement and to tear down after its conclusion. Addison reserves the right to regulate the hours that the vendor(s) remain open.

Upon termination of this agreement and/or the Event, Vendor shall deliver the Vendor tent(s) area, booth/tent space, and other provided equipment 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.

Electrical: A limited number of electrical outlets may be provided. Vendor may bring their own generator.

Requirements: Vendor is responsible for providing all furnishings and equipment (i.e. tables, chairs, fire extinguishers for on-site cooking, etc.) for booth operations. All heavy equipment such as trailers, grills, food trucks, etc. shall be positioned on ¾" plywood sheets and cannot be placed directly on the grass. Vendor must provide plywood at its own expense.

MERCHANDISE

Vendor is prohibited from selling merchandise, distributing literature, performing an activity, etc. from an area other than their booth/tent space. Violation of this rule will result in immediate forfeiture of booth/tent space, removal from the event and no portion of the Vendor fees shall be refunded.

Vendor understands and recognizes that the Event is for entertainment purposes only, and agrees to conform its booth and any merchandise, literature or related activity to the purpose of the Event. Accordingly, Vendor's participation in the Event shall reflect the stated purpose of the Event at all times. Vendor shall not use or allow profanity of any kind or obscene language or behavior.

FOOD, BEVERAGE & ALCOHOL SALES REQUIREMENTS

Participating food trucks must provide 6 complimentary entrées for participation. Complimentary entrées are for day of Event redemption only. Vouchers will be produced and distributed at Addison staff's discretion. If Vendor receives more than 6 vouchers, Addison will reimburse Vendor for each additional voucher at menu price.

Only approved menu items may be sold at the Event. Menu exclusivity is not guaranteed; other vendors may be permitted to sell similar items.

Health Regulations: All food, beverage & alcohol vendors must obtain a temporary food permit issued by the Town of Addison Environmental Health Department at least 2 weeks prior to the Event. To obtain the permit, call the Addison Environmental Health Department at 972-450-2805 or visit them at the Addison Service Center, 16801 Westgrove Drive Addison, TX 75001. Vendor must obtain permit at its own expense.

Alcoholic Beverages: Alcoholic beverages are only permitted to be sold by approved vendors at select events. No glass containers permitted. Vendor must show proof of and display in their booth a temporary permit to sell beer and wine obtained by the Texas Alcoholic Beverage Commission. Import/specialty beer, wine and wine-based cocktails may be sold. Liquor as defined by the Texas Alcoholic Beverage Code is not permitted. Vendors selling beer & wine shall show proof of the proper liquor liability endorsement on their insurance policy upon acceptance for Vendor participation. Vendor is solely responsible for checking the identification of Event patrons prior to serving.

Non-Alcoholic Beverages: Sale of fountain drinks is not permitted.

SECURITY

ADDISON ASSUMES NO RESPONSIBILITY FOR ANY PROPERTY PLACED ON THE PREMISES OF THE EVENT SITE, AND SPONSOR 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.

INSURANCE REQUIREMENTS (FOOD, BEVERAGE, ALCOHOL, & ACTIVITY VENDORS ONLY)

a) Commercial General Liability	
i. General/Aggregate	\$1,000,000
ii. Product/Completed Operations Aggregate	\$1,000,000
iii. Personal & Adv. Injury	\$1,000,000
iv. Per Occurrence	\$1,000,000
b) Liquor Liability Endorsement (if applicable)	\$1,000,000 per claim/\$1,000,000 aggregate
c) Comprehensive Automobile Liability (owned, leased, non-owned & hired automobiles.)	\$300,000

CANCELLATION & REFUNDS

All cancellations shall be made in writing and received a minimum of 30 days in advance of the first day of the Event in order to receive a full refund.

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 to Addison. **Vendor hereby releases and forever discharges Addison, its officers, employees and agents from any and all liability and claims for damages which result from such postponement or cancellation.** In the event of such cancellation by Addison, Vendor shall receive a full refund.

Any Vendor who is not set-up by the designated time will be assumed absent and its space will be automatically and immediately forfeited with no refund.

Refunds shall be paid via Town of Addison check mailed to Vendor's address as listed on the Vendor application.

LIABILITIES

VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED OFFICIALS, OFFICERS, EMPLOYEES, 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 COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, JUDGMENT, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO ANY ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY VENDOR, OR BY ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, OR CONCESSIONAIRE OF VENDOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM VENDOR IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, MANAGERS, EMPLOYEES, DIRECTORS, AGENTS, AND REPRESENTATIVES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. HOWEVER, WHEN CLAIMS ARISE OUT OF THE CO- NEGLIGENCE OR CO-CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND OF AN ADDISON PERSON OR PERSONS, VENDOR'S LIABILITY UNDER THIS CLAUSE SHALL BE REDUCED BY THAT PORTION OF THE TOTAL AMOUNT OF THE CLAIMS (EXCLUDING DEFENSE FEES AND COSTS) EQUAL TO THE ADDISON PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS. LIKEWISE, VENDOR'S LIABILITY FOR ADDISON PERSONS' DEFENSE COSTS AND ATTORNEYS' FEES SHALL BE REDUCED BY THAT PORTION OF THE DEFENSE COSTS AND ATTORNEYS' FEES EQUAL TO ADDISON PERSON OR PERSONS'

PROPORTIONATE SHARE OF THE NEGLIGENCE OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND THAT CAUSED THE LOSS. VENDOR SHALL PROMPTLY ADVISE THE TOWN OF ADDISON IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR VENDOR RELATED TO OR ARISING OUT OF VENDOR'S ACTIVITIES UNDER THIS AGREEMENT 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.

VENDOR, ITS OFFICERS, AGENTS AND EMPLOYEES 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 OFFICERS, AGENTS OR EMPLOYEES. VENDOR, ITS OFFICERS, AGENTS AND EMPLOYEES 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 CONTRACT.

VENDOR HEREBY RELEASES ADDISON FROM ANY 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 GROSS NEGLIGENCE OF ADDISON.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.