

# 2022 Vendor Rules and Regulations

## VENDOR SELECTION

All vendors must submit an application to be considered for Event participation. All applications and required submittals must be received or postmarked on or before the application deadline. Applications postmarked after the application deadline will automatically be placed on a waiting list.

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.

## HEALTH REGULATIONS

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.

## PAYMENT (IF FEES APPLY)

Upon review and acceptance of application, 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. Signs, banners or a display of any kind relating to alcoholic beverages, or inappropriate messaging, shall not be displayed by Vendor in the booth/tent space or at any other Event location. The booth shall reflect the purpose of the Event. The Director of Special Events or the Director of Special Events' designee, is authorized to require modifications of any exhibit or of any merchandise or services offered by Vendor, including the removal of an exhibit (in whole or in part) or services. 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. Vendors who make unauthorized changes to signs shall be asked to remove the sign(s) and shall be subject to a fee to be determined by the Director of Special Events.

**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. Vehicles and equipment may not have access for tear down until the Town of Addison Police Department makes an announcement that the street 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.

**Addison After Dark Tents:** Tents are not provided for Addison After Dark vendors. All vendor-provided tents must be in good condition, fully functional and with no apparent damage. All tents placed within the event site must be secured to the ground using grass anchors or weights at all times. If weights are used, a minimum of 40 pounds of weight must be secured to each leg of the tent. In the event of winds greater than 40 miles per hour, all vendor-provided tents must be sufficiently lowered until winds subside. A permit is required for any tent covering an area in excess of 399 sq. ft. All tent sides and top shall be made of flame-retardant material or coated with a flame-retardant chemical treatment.

**Electrical:** A limited number of electrical outlets may be provided at *Taste Addison*, *Addison Kaboom Town!*® and *Addison Oktoberfest*. Vendor will be responsible for any charges for additional electricity requested on-site. If Vendor is plugging in equipment that has not been pre-approved, Vendor shall immediately discontinue its use upon request.

**Requirements:** Vendor is responsible for providing all furnishings and equipment (i.e. tables, chairs, fire extinguishers for on-site cooking, etc.) for booth operations. A minimum of one fire extinguisher (2A:10B:C rating) must be provided for each tent. All heavy equipment such as trailers, grills, food trucks, etc. shall be positioned on ¾ inch 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.

## MARKETPLACE VENDOR REQUIREMENTS

Vendor must accept Cash, Major Credit Cards, and Tasty Bucks from previous years. Vendor will be given a full refund for Tasty Bucks after the Event. Vendor will be required to submit a Tasty Buck Redemption form with accepted Tasty Bucks and W-9 to receive a full refund.

Only merchandise submitted on the application form may be displayed and sold at the Event. Any Vendor displaying merchandise not submitted on the application shall be asked to remove the merchandise and subject to forfeiture of booth space and fees.

Booth/tent placement will be assigned to best benefit the Event and all its participants as determined by Addison. A lottery will be held to assign Vendors when multiple requests for the same location are received.

As between Addison and Vendor, Vendor is solely responsible for submission and payment of any applicable federal, state, and/or local sales or similar taxes. It is Vendor's responsibility to know if any applicable laws apply and to adjust prices accordingly to account for payment of these taxes.

**Pre-Packaged Food:** All pre-packaged food vendors must obtain a temporary food permit issued by the Town of Addison Environmental Health Department at least 2 weeks prior to the Event. Vendor must obtain permit at its own expense. On-site cooking is not permitted. Sampling is permitted; samples must be provided in single-use containers with a lid.

## FOOD, BEVERAGE & ALCOHOL SALES REQUIREMENTS

Only menu items submitted on the application form and approved 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. All food trucks and trailers must obtain a mobile food license from the Town of Addison Environmental Health Department at least 2 weeks prior to the Event. 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. Vendors may sell only bottled product. Bottled product may not be purchased at retail outlets. All non-alcoholic beverages (soft drinks, lemonade, water, tea) must be purchased from the official Event soft drink/water supplier on-site. Uniform non-alcoholic beverage pricing will be set by the Event.

**POINT OF SALE SYSTEM (DOES NOT APPLY TO MARKETPLACE OR ADDISON AFTER DARK FOOD VENDORS)**

All sales of concessions, food (excluding specialty food vendors), or beverages shall be made using Square Point-of-Sale software including mobile ordering. If Vendor fails to adequately track all sales through this software, they may be removed from the Event and excluded from participating in Addison-produced events. Vendor is responsible for all software, hardware and processing fees associated with operating its Point-of-Sale System. Vendor must accept Cash, Major Credit Cards, event-specific vouchers (as instructed by Addison) and Tasty Bucks from previous years. Addison will reimburse Vendor for collected vouchers and Tasty Bucks at the contracted amount. Vendor will be required to submit a Tasty Buck/Voucher Redemption form with accepted Tasty Bucks and vouchers and W-9 to receive a full refund.

Vendor is responsible for providing its Point-of-Sale hardware at its own expense. An adequate number of units must be operated by Vendor in order to provide timely service to Event patrons. Hardware must operate Square Point-of-Sale software (including mobile ordering) over a dedicated cellular data connection (i.e. 4G or 5G network) and accept credit card payment. Wi-Fi is not available in Addison Circle Park.

**Taxes & Fees:** As between Addison and Vendor, Vendor is solely responsible for submission and payment of any applicable federal, state, and/or local sales or similar taxes. It is Vendor's responsibility to know if any applicable laws apply and to adjust prices accordingly to account for payment of these taxes. All menu prices must include sales tax and be in multiples of \$1.00. Charging additional tax through the POS system will result in vendor being banned from Addison festivals for one year. Vendor will be responsible for paying all credit card fees. Payment processing fees are calculated on the total amount of each credit card transaction and automatically deducted. Square's current rates are 2.6% + 10¢ per swipe, dip or tap, 3.5% + 15¢ per manually entered transaction, and 2.9% + 30¢ per retail online store transaction (rates subject to change).

**Square Reports:** Vendor is required to furnish sales reports that the Town of Addison deems necessary. Reports include but are not limited to, Sales Summary, Sales Summary by Day, Payment Methods, and Discounts. Reports shall be submitted to the Special Events Department no later than five (5) business days following the Event.

**Invoicing:** Vendor shall pay to Addison a percentage of the gross receipts received from its sale of food and beverages pursuant to this agreement. Addison will invoice Vendor within fifteen (15) business days of the end of the Event for commission, plus any additional booth charges (additional electricity, booth damage charges, etc.) owed. Payment in full is due no later than thirty (30) days following receipt of invoice. Failure to pay invoice on time will result in penalties as determined by Addison.

**SITE SECURITY**

The Town of Addison will provide fencing to secure the event site and 24-hour police security during *Taste Addison*, *Addison Kaboom Town!* ® and *Addison Oktoberfest*. Merchandise and equipment left overnight is at the owner's risk and responsibility.

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)**

Vendor will be required to provide proof of the following insurance coverage at least one month prior to each Event, which it has purchased at its own expense.

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

Insurance must list Vendor’s actual business name and address, name the Town of Addison as an additional insured, and contain a waiver of subrogation endorsement in favor of Addison for the dates of Event plus one day prior and one day after the start and end of the Event. Insurance coverage for interactive services may be required.

**CANCELLATION & REFUNDS**

All cancellations shall be made in writing and received a minimum of sixty (60) 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.

**Acknowledged and Agreed to by:**

**Sign:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Vendor:** \_\_\_\_\_