

**Cinco De Mayo Fiesta
Saturday, May 3, 2008
10am – 7pm**

Food Vendor Application

No applications accepted after Friday, April 25

Vendor Name: _____ Contact Name/Title: _____

Address: _____ City/State/Zip: _____

Email: _____ Phone: _____ Cell: _____ Fax: _____

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

Preferred booth set-up time: 7pm – 9pm, Friday, May 2 8am – 9 am, Saturday, May 3

- Proof of Insurance included with Application
- Plan to purchase insurance coverage from the City of Lewisville. (See next page for contact info.)

Vendor Fees

- Booth space (10x10) \$85 \$ _____
- Electricity (see Power Requirements below) \$50 \$ _____
- Late Fee \$20 \$ _____

(A late fee will be assessed if vendor agreement & payment are not received by April 2nd, 2008)

Total Enclosed \$ _____

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.

Power Requirements

Important! Our electricians are not permitted to work on your equipment or provide electrical cords. Four (4) 110 electrical outlets will be available at your booth. Please indicate in advance if you need additional outlets.

Description of equipment	Type of plug (standard is 3-prong)	Wattage	Voltage
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please make checks payable to Cinco De Mayo and send along with completed application to:

**Dallas Tortilla & Tamale Factory
Attn: Cinco De Mayo
310 South Mill Street
Lewisville, TX 75057
Questions: 972-436-4333**

Rules and Regulations

- Cinco De Mayo is a one-day outdoor event held regardless of weather conditions.
- Vendor fees are paid in advance and are non-refundable.
- As a courtesy to customers and fellow vendors, vendors are to remain in their booths between 8am and 8pm, unless otherwise noted.
- Tables and chairs will not be provided. Tables are to be draped and covered.
- All menu items and their costs must be listed and costs must be accurate.
- All Health Department regulations must be followed. The Health Department will provide you with all the requirements. Please contact the Health Department at 972-219-3480. The Temporary Food Permit fee will be waived since you are participating in a festival produced by the City.
- Vendors manning a booth must be over the age of 18.
- All vendors must have a white or black tent that can be weighted or held down by blocks or weighted buckets. "In-ground" stakes, such as straight or hammer-driven will NOT be permitted.
- 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 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 after loading or unloading prior to 9am Saturday morning.
- Vendor tents must have fire retardant tag attached or vendor must have fire retardant certification from the manufacturer of the tent when set up. Fire 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 from their booth area. Trash receptacles are located throughout the area. Portable restrooms will be available for vendors and customers.
- **Deadline for vendor fee payment is April 1st, 2008. Beginning April 2nd, 2008 the vendor fee will be \$105.**
- All participating vendors will strictly adhere to hours of operation for move-in and move-out. Event Management reserves the right to change show dates, hours or location.
- 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 Exhibition.
- 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.
- Property brought onto the premises by any vendor is at the sole risk of the vendor and shall be removed from the premises during designated move-out times. The Event Director shall have the right to remove from the premises any remaining effects left after designated move-out time at cost to the vendor, if applicable.
- 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 Cinco De Mayo. Security is provided from 9pm Friday night to 8am Saturday morning.
- Painting, mixing of chemicals or explosive materials is not allowed at any time.
- The displaying and or carrying of firearms are strictly prohibited except for contracted gunfighters and uniformed officers of the local Police Department.
- Certificate of Liability Insurance is required. **Proof of Insurance must be received by April 1st, 2008.** 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: \$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.

If you do not have insurance you may purchase coverage through the City of Lewisville for the Cinco De Mayo Festival for an additional \$65. **The deadline to purchase insurance coverage is April 11, 2008. 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 Dallas Tortilla & Tamale Factory, 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 Cinco De Mayo 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 2008 Cinco De Mayo 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 and received by April 1st, 2008. I also understand that after April 1st, 2008, a late fee of \$20.00 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 Cinco De Mayo Fiesta only when Cinco De Mayo Management confirms this contract. Confirmations may be mailed, faxed or emailed. Acceptance of money by Cinco De Mayo 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.

Signed: _____

Date: _____