



## 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. Vendors are accepted on a first come first serve basis.
- 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.
- Vendors manning a booth must be over the age of 18 or accompanied by an adult.
- All menu items and their costs must be clearly displayed at the vendor's booth and costs must be accurate.
- All Health Division regulations must be followed. The Health Division will provide you with all requirements, including a Temporary Food Establishment Health Permit. The Temporary Food Establishment Health permit fee will be waived. Please contact the Health Division at 972.219.3480.
- Food vendors will not have access to a water supply. Vendors must provide their own water to meet health code.
- 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.
- If applicable, please include a picture of your trailer with measurements that shows the serving side.
- All vendors must have a tent that is in excellent condition that can be weighted down by blocks or weighted buckets. "In-ground" stakes, such as straight or hammer-driven 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 after loading or unloading prior to 8:30 am Saturday morning.
- Tents must have a fire retardant tag attached or a fire retardant certification from the manufacturer. Vendors with tents that are not fire retardant must have a fire extinguisher in their tents at all times. Inspections will be performed by the City of Lewisville.
- 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 Friday, April 10, 2009. Beginning April 11, 2009 there will be a \$50 late fee will be assessed.
- 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. 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 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.
- 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 that same product or service.
- If accepted, vendors will receive an acceptance packet 2 to 3 weeks 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 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 9 pm Friday night to 7 am 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 Insurance is required with application. Proof of Insurance must be received by Friday, April 10, 2009. Failure to return all required information by the deadline may result in forfeiture of your booth space. Certificate of Insurance must list the City of Lewisville and the Dallas Tortilla & Tamale Factory as additional insured. 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 10, 2009. For more information, please contact Melinda Stephens at 972-219-3712.

### 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.

### 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 2009 Cinco de Mayo fiesta. 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 10, 2009. I also understand that after April 10, 2009, 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 Cinco de Mayo 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: \_\_\_\_\_