

# Addison Kaboom Town!® Food Vendor Application



## Required Materials

- Signed Food Vendor Application**
- Food & Beverage Form**
- Booth Rentals & Electricity**  
Submit a copy to [ysaldivar@addisontx.gov](mailto:ysaldivar@addisontx.gov)  
Town of Addison Special Events Attn: Kaboom Town Vendor, PO Box 9010 Addison, TX 75001
- Payment Authorization Form**  
Please provide check, cashier's check, money order or credit card number for payment.  
Submit a copy to [ysaldivar@addisontx.gov](mailto:ysaldivar@addisontx.gov)  
Town of Addison Special Events Attn: Kaboom Town Vendor, PO Box 9010 Addison, TX 75001

## Important Dates

- \* **Tuesday, May 1**
  - o Application Deadline
- \* **Tuesday, May 15**
  - o Acceptance Notifications Sent
  - o Payments Processed
- \* **Friday, June 8**
  - o No refunds for cancellations
  - o Last day for Electrical changes/requests
- \* **Monday, June 25**
  - o Temporary Foodservices License due
- \* **Tuesday, July 3**
  - o **Addison Kaboom Town!®**

Return Applications & Supporting Documentation to:  
Taste of Cuba Food Truck and Catering, LLC  
Attn: Kaboom Town Food Vendor  
4505 Ratliff Ln. Ste. 200  
Addison, TX 75001

Email to [monica\\_salazar13@aol.com](mailto:monica_salazar13@aol.com)  
cc: [ysaldivar@addisontx.gov](mailto:ysaldivar@addisontx.gov)

For more information, call Monica Salazar at 972.490.9966 ext. 201

# Food Vendor Application

**Deadline: Tuesday, May 1, 2018**



## Contact Information

Business Name	
Street Address	
City ST ZIP Code	
Business Phone	
Key Contact Name	
On-site Cell Phone	
E-Mail	

## Oversized Equipment (Attach a separate sheet if necessary.)

Vendor shall provide in writing an equipment list, including amperage for pre-event approval. **List should include trailers, smokers, grills etc.**

**All heavy equipment shall be positioned on 3/4" or larger plywood sheets and cannot be placed directly on the grass. Vendor must provide plywood at its own expense.**

<b>DESCRIPTION</b>	VOLTS: <input type="checkbox"/> 120 OR <input type="checkbox"/> 240	AMPS:	DIMENSIONS:
<b>DESCRIPTION</b>	VOLTS: <input type="checkbox"/> 120 OR <input type="checkbox"/> 240	AMPS:	DIMENSIONS
<b>DESCRIPTION</b>	VOLTS: <input type="checkbox"/> 120 OR <input type="checkbox"/> 240	AMPS:	DIMENSIONS
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<b>DESCRIPTION</b>	VOLTS: <input type="checkbox"/> 120 OR <input type="checkbox"/> 240	AMPS:	DIMENSIONS

## Agreement and Signature

In connection with the Addison Kaboom Town!® event to be held Tuesday, July 3, 2018 at Addison Circle Park, Addison, Texas ("Kaboom Town" or the "Event"), Vendor agrees that it shall abide by and that Vendor's participation in the Event is subject to all of the terms and conditions of the "Food Vendor-Rules, Regulations and General Information" attached hereto and made a part hereof for all purposes, and Vendor represents and warrants that Vendor has read and understands the same.

Name (printed)	
Signature	
Date	

# Food & Beverage Form



**Food (Attach a separate sheet if necessary.)**

Participant selection will be carefully evaluated in regard to menu items. The Kaboom Town Concessionaire has full discretion to accept or reject any menu item proposed by an applicant.

A Foodservice License issued by the Town of Addison Environmental Health Department is required for vendors that don't currently hold an Addison Food Service Permit. See page 6 for application.

MENU ITEM	PRICE	GLUTEN-FREE? <input type="checkbox"/> YES
MENU ITEM	PRICE	GLUTEN-FREE? <input type="checkbox"/> YES
MENU ITEM	PRICE	GLUTEN-FREE? <input type="checkbox"/> YES
MENU ITEM	PRICE	GLUTEN-FREE? <input type="checkbox"/> YES
MENU ITEM	PRICE	GLUTEN-FREE? <input type="checkbox"/> YES

**Specialty Beverage (Attach a separate sheet if necessary.)**

Food vendors may sell approved specialty beverage items, but may NOT sell alcoholic beverages or bottled beverage products.

BEVERAGE	PRICE
BEVERAGE	PRICE
BEVERAGE	PRICE
BEVERAGE	PRICE
BEVERAGE	PRICE

# Booth Rentals & Electricity

Please check your preferences in all categories & submit a copy to [ysaldivar@addisontx.gov](mailto:ysaldivar@addisontx.gov)



Business Name: \_\_\_\_\_

**Concessionaire will collect 35% of gross sales after the event. Vendor must have an auditable POS system in place to prove legitimacy of sales.**

Booth Specifications			
<input type="checkbox"/> Bringing Own Tent or Trailer	*Dimensions=		
<input type="checkbox"/> **Addison Provided Tent	<input type="checkbox"/> 10x10	<input type="checkbox"/> 10x20	<input type="checkbox"/> 20x20
<i>**Tents provided by Addison include counters &amp; skirting on the front &amp; sides.</i>			

Vendor Credentials
(2) Vendor Wristbands & (1) Reserved Parking Pass included with 10x10 booth
(4) Vendor Wristbands & (2) Reserved Parking Passes included with 10x20 booth or larger
<i>Additional vendor wristbands can be purchased on-site for \$10 each at Load-In Tuesday, July 3.</i>

Electricity		
(3) 20-amp 120v dedicated circuits each w/ a duplex receptacle & (1) 30-amp 220v included w/10x10 booth		
(6) 20-amp 120v dedicated circuits each w/ a duplex receptacle & (1) 30-amp 220v included w/10x20 booth or larger		
<i>Additional electricity must be ordered &amp; paid for no later than <b>June 8</b>. Additional electricity ordered on-site will cost more at the vendor's expense and availability is limited.</i>		
<input type="checkbox"/> 20-amp 120v	Quantity _____ @ \$100 each	\$
<input type="checkbox"/> 30-amp 120v	Quantity _____ @ \$125 each	\$
<input type="checkbox"/> 30-amp 220v	Quantity _____ @ \$150 each	\$
<input type="checkbox"/> 50-amp 220v	Quantity _____ @ \$250 each	\$
<input type="checkbox"/> 60-amp 220v	Quantity _____ @ \$300 each	\$
<input type="checkbox"/> 100-amp 220v	Quantity _____ @ \$500 each	\$
<b>ELECTRICITY SUBTOTAL</b>		\$
<b>TOTAL FEES (Make checks payable to the Town of Addison)</b>		\$

**\*Required**

# Payment Authorization Form

Complete & submit a copy to [ysaldivar@addisontx.gov](mailto:ysaldivar@addisontx.gov)



Business Name: \_\_\_\_\_ Amount Due: \_\_\_\_\_

Payment Information			
<input type="checkbox"/> Check	Check Number _____		
<input type="checkbox"/> Credit Card			
Please check the appropriate credit card and provide the necessary information along with a signature. <i>For payment plans - Credit cards will be run on the dates indicated and will not need additional paperwork.</i>			
<input type="checkbox"/> American Express	<input type="checkbox"/> Discover	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa
Credit Card Number		Expiration Date	
□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □		□ □ / □ □	
I authorize the Town of Addison to charge my credit card in the amount stated above.			
_____			
Printed Name	Signature	Phone	Date

**Return Completed Forms to:**  
**Town of Addison Special Events**  
**Attn: Kaboom Town Vendor**  
**PO Box 9010**  
**Addison, TX 75001**

**Email to: [ysaldivar@addisontx.gov](mailto:ysaldivar@addisontx.gov)**



**Environmental Services**  
16801 Westgrove Drive  
P.O. Box 9010  
Addison, Texas 75001-9010  
Phone: 972.450.2822  
Fax: 972.450.2837

## APPLICATION FOR TEMPORARY FOODSERVICE LICENSE

To Whom It May Concern:

1. In accordance with Addison Town Ordinance No. 779 you are required to fill out the application below, and return it to the Health Department five days prior to the first day of operation.
2. Each temporary foodservice establishment with the Town of Addison is required to have a valid Foodservice License which is issued by the Environmental Health Department. Said permit shall be in effect for no more than three consecutive days. It shall be unlawful for any person to operate a temporary foodservice establishment without a valid license.
3. The fee for this license shall be \$75.00 for a profitable enterprise and \$10.00 for charitable or non-profit enterprises and shall accompany this application. After the application is received, a consultation and inspection will be made. Upon passing the inspection the license will be issued.

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Business Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Owners Name \_\_\_\_\_

Owners Address \_\_\_\_\_

Manager \_\_\_\_\_

Email Address \_\_\_\_\_

Date(s) of Operation \_\_\_\_\_

Thank you for your cooperation. If you have any questions please call 972.450.2822.

Date Paid \_\_\_\_\_ Check # \_\_\_\_\_ Receipt # \_\_\_\_\_ Permit # \_\_\_\_\_

# Restaurant Vendor Rules, Regulations and General Information



## REGISTRATION

Food Vendor Applications may be submitted for approval until **Tuesday, May 1, 2018**. Booth space and on-site cooking space is limited, so applications will be selected through a jury process. Submission of the Application does NOT guarantee admittance into the event. Vendor will be notified confirming the selection or denial of the application by Tuesday, May 15, 2018.

Food Vendors (hereinafter referred to as "Vendor") must obtain a temporary Addison Foodservice License unless special written permission is granted by the Town of Addison Director of Special Events (hereinafter referred to as "Director of Special Events.")

If booth space, materials provided for pursuant to this permit and all other materials are not left in good working order or if not all the rules and regulations of this permit are followed, Vendor will be charged an amount to be determined by the Town of Addison Director of Special Events or the Director of Special Events' designated representative.

Vendor understands and acknowledges that the rights granted to it hereunder by Addison is not exclusive and that other restaurants, groups or food service providers shall be granted a similar right to sell concessions, food or merchandise. **Taste of Cuba Food Truck and Catering, LLC (hereinafter referred to as "Concessionaire") shall have the exclusive right to sell ALL alcoholic beverages and bottled beverage products.** Exclusivity exceptions may only be approved by the Concessionaire. Health-related and Public Safety programs and/or merchandise are not accepted unless written permission is obtained from the Director of Special Events.

Concessionaire will collect 35% of gross sales after the event. Vendor must have an auditable POS system in place for the Event. Square Stand or a drawer with tape feed are required to prove legitimacy of sales.

By Vendor's payment of the Vendor fee and Addison's acceptance of the fee, 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.

## TICKETS (TASTY BUCKS)

Vendor is required to accept any Addison Tasty Bucks (tickets valued at \$1.00 each) and submit them for reimbursement to the Concessionaire.

## CANCELLATIONS

All cancellations must be made in writing to the

Concessionaire. No refunds for cancellations will be allowed after 5:00 pm on **June 8, 2018**. Addison reserves the right to cancel any Vendor and the terms of this permit at any time for any reason, without penalty to Addison.

Vendor shall not sublet or assign, transfer, or otherwise convey this permit to any other person, or any of the privileges, rights, or duties conveyed herein, except with the prior written consent of the Concessionaire. Any attempt to sublet, assign, transfer, or otherwise convey this permit without the prior written consent of the Concessionaire shall be null and void, and Concessionaire shall have the right to immediately terminate this permit. Any approved assignee shall be subject to all the provisions and requirements of this permit.

## BOOTH SPACE & SIGNS

Vendor is prohibited from selling merchandise, distributing literature, performing an activity, etc. from an area other than their booth space. Violation of this rule will result in forfeiture of booth space and no portion of the registration fee shall be refunded. Vendor booth space includes the following:

### 10x10 Booth

- 10x10 covered tent w/counters & skirting on the front & sides
- (3) 20-amp 120v dedicated circuits each w/ a duplex receptacle & (1) 30-amp 220v
- (2) Vendor wristbands
- (1) Reserved parking passes
- (1) 2:A 10B:C Fire extinguisher
- Access to water

### 10x20 Booth or Larger

- 10x20 covered tent w/counters & skirting on the front & sides
- (6) 20-amp 120v dedicated circuits each w/ a duplex receptacle & (1) 30-amp 220v
- (4) Vendor wristbands
- (2) Reserved parking passes
- (1) 2:A 10B:C Fire extinguisher
- Access to water

The Town strives to create a polished, professional appearance throughout the Event. Signs, banners or a display of any kind relating to alcoholic beverages, religion or politics, shall not be displayed in the booth space. Vendor understands and recognizes that the Festival is for entertainment purposes only, is not a

religious or political event (and is not an event that promotes or suggests any religious or political agenda.)

Vendor may decorate its booth space as it pleases; however, all materials draped from the booth space must meet Addison fire laws and must not be of an offensive nature as determined by the Director of Special Events or the Director of Special Events' designated representative. The use of any candles, lamps, lanterns or anything with an open flame is prohibited. Decorative lights powered by batteries are acceptable. The Concessionaire also reserves the right to require modifications or removal of any exhibit.

### ASSIGNMENTS

Food Vendor booth space is limited so Applications will be selected through a jury process. Vendors must obtain a temporary Addison Food Service License unless they are currently licensed by the Town of Addison. The Concessionaire will assign Vendor booth space approximately 30 days prior to each event. Vendor space will not be confirmed until all required documentation, licenses and permits are received. Vendor shall not sublet or assign this Contract to any other person, or any of the privileges conveyed herein, except with the prior written consent of the Concessionaire. The Town of Addison reserves the right to cancel any Vendor booth prior to the event date with full or partial refund to Vendor. Any approved assignee shall be subject to all the provisions and requirements of this Contract. Booth placement will be assigned to best benefit the Event and all its participants. Vendor understands and acknowledges that the rights granted to it hereunder by Addison are not exclusive and that other restaurants, food service providers, or organizations shall be granted similar rights to sell concessions, food, beverages, or merchandise.

### ELECTRICAL

Vendor shall provide written confirmation of the equipment and its amperage that will be used at the Event to the Concessionaire for pre-event approval. If Vendor is plugging in equipment that has not been pre-approved by the Concessionaire, Vendor shall immediately discontinue its use upon request by the Concessionaire, Director of Special Events or the Director of Special Events' designated representative. **All heavy equipment shall be positioned on ¾" plywood sheets and cannot be placed directly on the grass. Vendor must provide plywood at its own expense.**

Each 10x10 booth will receive (3) 20-amp 120v dedicated circuits each w/ a duplex receptacle & (1) 30-amp 220v electrical outlets at no additional charge. Each 10x20 or larger booth will receive (6) 20-amp 120v dedicated circuits each w/ a duplex receptacle & (1) 30-amp 220v electrical outlets at no additional charge. **Additional outlets may be purchased in advance at a discounted rate at the Vendor's expense.** Written

confirmation for additional electrical needs must be received no later than **June 8, 2018** or proper electrical service to Vendor's booth may not be available during the Event. **Additional electricity requested on-site will cost more at the vendor's expense and availability is limited.**

### PARKING

Vendors requesting a 10x10 vendor booth will be provided one (1) reserved pass for parking in a designated area that is located as close to its booth space as possible. Vendors requesting a 10x20 or larger vendor booth will be provided two (2) reserved passes for parking in a designated area that is located as close to its booth space as possible. This pass will allow Vendors easy access to its booth during the Event for additional deliveries, staff, etc. Vendor shall not park any vehicle on or near the location of the Event other than designated parking areas. Personal vehicles may be used to make deliveries from loading/unloading areas only. Vehicles parked in non-authorized areas shall be subject to towing. **Free general admission parking is also available near the Event at the northwest corner of Arapaho Road and Dallas Parkway.**

### EVENT HOURS, SET-UP/TEAR DOWN SCHEDULE

Vendors will be allowed access to their booth space via the designated area during set-up and tear down times only. **Vendors must have all vehicles off the festival roads no later than 2 hours prior to the start of the event.** Access to booth space during Event hours will be permitted from designated entrances and loading bays only. Vendors may not drive vehicles in Addison Circle Park so please plan an alternate method, such as a dolly or hand cart, to transport your product from your vehicle to the booth space. Tear Down may not begin within the designated area until the times listed below. \* More detailed information will be provided in the pre-event packet that will be distributed prior to each event.

DATE	EVENT HOURS	SET-UP	TEAR DOWN*
Monday 7/2/18	N/A	8 am – 4 pm	N/A
Tuesday 7/3/18	4 pm - Midnight	8 am – 2 pm	7/4/18 @ 1 am

\*Tear Down may begin at the close of the event; however, vehicles and equipment may not have access to Addison Circle or Festival Way for tear down until the Town of Addison Police Department representative makes an announcement that the street is clear.

The hours of operation of the Event shall be those scheduled by Addison. Booth shall be manned during all



event hours. Vendor shall have a reasonable amount of time as determined by the Town to set up prior to its commencement and to tear down after its conclusion. Addison reserves the right to regulate the hours that the concession(s) remain open. Should the Event be postponed or canceled for any Act of God, public safety, welfare, or for any reason whatsoever, 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. Vendor must exhibit on all days of the Event unless other previous arrangements are made with the Concessionaire; however, the cost for the booth space remains the same. Vendor concessions shall remain open during all Event hours or the Vendor shall be subject to an amount to be determined by the Town of Addison Director of Special Events or the Director of Special Events' designated representative.

## SECURITY

The Event site will be secured continuously throughout the duration of the Event. Merchandise may be left overnight at the owner's risk and responsibility. The Town of Addison will provide fencing to secure the event site and 24-hour security during the event period and includes set-up and tear-down. **Overnight security begins Monday, July 2, 2018 at 6 pm through Tuesday, July 3, 2018 at 8 am.**

Addison assumes no responsibility for any property placed on the premises of the Event, and Vendor releases and discharges the Town, its officers, employees, and agents from any liabilities for any loss, injury or damage to person or property that are sustained by reason of the occupancy of the Event site under this Contract. All watchmen or other protective service desired by Vendor must be arranged for by special written agreement with the Concessionaire.

## SUSTAINABILITY EFFORT & TIPS

The Town of Addison encourages vendors to increase sustainability efforts of the event.

- Limit use of disposables (plastic ware, napkins, etc.)
- Store napkins behind the counter: Give only one per customer
- Use "pump" condiment dispensers (refillable) instead of small packets
- Rethink food containers (i.e. is paper lining in addition to cardboard baskets necessary)
- Use reusable containers to transport food to the festival site
- Use washable cloth towels or sponges to clean up behind the counter
- Use recycled products made from the highest post-consumer waste percentage possible
- When disposable items are necessary, buy recycled and unbleached paper

- Use non-toxic cleaners and buy cleaners in bulk, or use concentrates
- Ask your suppliers to transport products without corrugated boxes, or in reusable boxes
- Avoid bringing more than you have to
- Come up with additional ways you can reduce waste and save money and implement them
- Encourage your employees to be creative in coming up with ideas to reduce waste

## HEALTH REGULATIONS

- Perishable food items (especially meat) must be purchased within 48 hours of cooking.
- Meat and other potentially hazardous foods must be kept in refrigerators or on direct contact with ice to maintain foods at or below 41 degrees Fahrenheit until cooking begins.
- Hot-held foods must maintain an internal product temperature of at least 140 degrees Fahrenheit for the duration of the Event.
- Any and all pre-prepping of food (meat cutting, produce slicing, dicing, etc.) must be done prior to arrival at the Event. Take every precaution to limit food handling on site to the cooking process only.
- Potable water is available at various locations throughout the event site. Liquid soap, bleach, hand towels, food-handling gloves and plastic buckets shall be provided by vendors at the cooking areas for hauling water, hand-washing and the washing, rinsing and sanitizing of utensils between uses.
- Supply a sanitation solution for the purpose of keeping wiping cloths clean and sanitary. Mix household bleach and cold water in a ratio of approx. one capful bleach to one gallon of water.
- All cooking vessels must be supplied with covers to discourage airborne contamination.
- Entire area shall be voided of all trash immediately following the Event.
- All those individuals involved in food preparation and service shall demonstrate good personal hygiene, especially adequate hand washing, at all times. Food servers shall wear plastic gloves.
- Food servers shall keep hair tied back properly or wear hair restraints, such as hats, hair coverings or nets.
- Vendor shall dispose of wastewater in the designated locations. No waste or wastewater is to be dumped into the storm sewer or be allowed to pool on or drain into the ground.
- Vendor shall properly dispose of grease in the designated containers provided on the festival grounds.

## REQUIREMENTS FOR OUTDOOR COOKING

- No open flame cooking or frying within ten (10) feet of a building, tent or grandstand.
- No propane or other fuel tanks within five (5) feet of a building, tent or grandstand.
- One fire extinguisher, minimum rating 2A: 10B: C, at each cooking or serving location.
- One (1) 2 ½ gallon water fire extinguisher at each cooking location using charcoal or wood fuel.
- Approved metal barrels with tight fitting lids that are clearly marked "ASHES ONLY" must be provided on site for the disposal of charcoal and wood ashes.
- All heavy equipment shall be positioned on ¾" or larger plywood sheets and cannot be placed directly on the grass.

## REQUIREMENTS FOR TENTS (1991 U.F.C ARTICLE 32)

- A permit is required for any tent covering an area in excess of 200 square feet.
- It shall be the responsibility of the permittee to enforce these requirements.
- Vehicles shall be allowed no closer than 20 feet to tent if necessary to operation. Vehicles not necessary to operation shall be allowed no closer than 50 feet to tent.
- An unobstructed passageway no less than 12 feet in width and free of guy ropes or other obstructions shall be maintained on all sides of tents.
- All tent sides and top shall be flame-retardant material or made flame-retardant by chemical treatment. An affirmation or affidavit shall be posted at premises attesting to flame-retardancy with copy to the Fire Prevention Division in advance of tent erection.
- Smoking shall not be permitted where highly combustible materials are kept or stored. Approved "NO SMOKING" signs shall be conspicuously posted.
- Fire extinguishers are required to be a minimum 2A: 10B: C rating. One shall be provided for the first 1000 square feet (or fraction thereof if the tent is smaller than 1000 sq. ft.) and one additional shall be provided for each additional 2000 square feet or fraction thereof.
- Exits shall be not less than 6 feet wide and shall be spaced at approximately equal intervals around the perimeter. Exits shall be located so no point within the tent is more than 100 feet from an exit. Exit openings from any tent shall remain open, or may be covered by curtain if:
  - Curtain is free sliding on a metal support. Support shall be

minimum of 8 feet above floor level at the exit.

- Curtain shall be so arranged that when open no part of curtains shall obstruct the exit.
- Curtain shall be of a color, or colors, definitely contrasting with the color, or colors, of the tent.
- Required minimum clear width of exits, aisles, and passageways shall be maintained at all times.
- All weeds and flammable vegetation shall be removed from the premises adjacent to or within 35 feet of any tent. Hay, straw, trash, or other flammable material shall not be stored less than 35 feet from any tent, except upon special permission of the fire chief or designated representative. The grounds both inside and outside of tents shall be kept clear of combustible waste. Such waste shall be stored in approved containers or removed from the premises.
- If the tent is in a fenced area, gates shall be provided at each tent exit. These gates must be at least as wide as the tent exit and able to swing in the direction of exit travel (outward). Approved "EMERGENCY EXIT" signs shall be attached to gates, readable from the inside, unless the gate is kept open during operation. Gate swing area should be marked in some way and shall be kept clear of obstructions (parked cars, storage, etc.). Gates shall not be fastened enough during hours of operation so as to impede free egress in an emergency.
- Any unforeseen condition that presents a fire hazard, or would contribute to the rapid spread of fire, or would delay or interfere with the rapid exit of persons from the tent, or would delay or interfere with the extinguishment of a fire and which is not otherwise covered by these rules shall be immediately abated, eliminated or corrected as ordered by the Town's fire chief, fire marshal or their designated representative.
- All involved Vendors and participants should be notified, in advance of use, of these requirements. A copy of such notification should be forwarded to the Fire Prevention Division of the Town.
- Vendor is subject to inspection given by the Fire Prevention Division of the Town.

## LIABILITIES

Vendor shall indemnify Addison, its officers, employees and agents against, and hold Addison, its officers, employees and agents harmless from, any and all claims, actions, causes of action, liability, lawsuits, judgments, damages, injuries, costs or expenses, including reasonable attorney's fees, for injury to person or property or death of any person resulting from or based upon, in whole or in part, any act performed or omission in the performance of this Contract by Vendor, its agents, officers and employees, including but not limited to serving food and beer/wine. This indemnity is

intended to protect Addison, its agents, officers and employees, from the consequences of their own negligence. The provisions of this paragraph shall survive the termination of this Contract.

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.

## **GENERAL RULES & REGULATIONS**

All Applications for a permit received from companies who do not currently hold an Addison Food Service License or who are not currently located within the Town of Addison city limits will be evaluated on a case-by-case basis by the Director of Special Events or the Director of Special Events' designated representative. The Director of Special Events or the Director of Special Events' designated representative must issue written permission to any such company before a permit is issued. Addison has and reserves the right to negotiate sponsorship or other agreements that allow other companies or persons the right to sell and or distribute food and beverage products at the Event.

During the course of the Event, Vendor shall maintain the areas inside and the immediate exterior of their tent(s) in a clean and sanitary condition. Vendor agrees that its activities shall be conducted in a clean, orderly, and legitimate manner and in accordance with the ordinances, laws, rules, regulations, standards, and policies of Addison and any other governmental authority. No rubbish, glass, or bottles of any kind shall be thrown upon the grounds or in any buildings by Vendor or anyone working under or for Vendor. Vendors must provide their own trash receptacle. The contents of Vendor's trash receptacle may be placed in a trash dumpster at the Event. Vendor is responsible for ash, grease, oil, trash (including boxes) and general cleanup of its booth space(s) and surrounding area.

Concessionaire shall have the right, but not the duty, to supervise the manner of exercising the operation of the activity by Vendor. However, in doing so Concessionaire is expressly not accepting responsibility for such

operations and conduct. Vendor shall remain liable for all such operations and conduct.

All property of Vendor shall be removed from the Event site on or before **Tuesday, July 4 at 5:00 p.m.** (the "Time of Removal") or prior to the Time of Removal in the event of termination of this permit. If any part of the Vendor's tent(s) is not vacated at or before the Time of Removal or within a reasonable time following the termination hereof, then Addison is authorized to remove from the premises and store, without resorting to any legal proceeding and at the sole expense of Vendor, all property occupying a portion of the Vendor's tent(s) and shall not be liable for any damage to or loss of any property sustained during its removal and storage. Upon termination of this permit, Vendor shall deliver the Vendor tent(s) area to Addison in as good condition as at the beginning of the terms of this permit, except for ordinary wear and tear. The terms of this paragraph shall survive the termination of the permit.

Addison may designate certain of its agents, officers or employees as inspectors, and Vendor agrees that the inspectors have the right, at any time and as often as Addison may consider necessary, to inspect any property, services or activities of Vendor on the premises. Vendor shall give the inspectors free access to any space used by Vendor or under its control for the inspection and shall, upon request of an inspector, operate any machinery, mechanical devices, or electrical appliances owned, maintained, or in the possession of Vendor on the premises, or operate any process or activities carried on by Vendor. The police and fire force or other authorized agents of Addison shall be given free access at any time to any space used by Vendor or under its control, for the purpose of maintaining order and safety or of enforcing any rule or regulation of Addison.

Vendor agrees to pay promptly all taxes and applicable fees to take out all permits and licenses, municipal, state or federal, required for the permitted usage. Vendor agrees to furnish Addison, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees and showing that all required permits and licenses are in effect.

Vendor acknowledges that this permit is issued solely to allow Vendor to operate and conduct the activity described herein, and is subject to revocation or termination by Addison at any time and for any reason, including, without limitation, the failure by Vendor to comply with any of the terms of this permit. In the event of revocation or termination, Vendor shall immediately vacate the Event site and property, removing all equipment, materials, and supplies. In addition to any remedy set forth in this permit, Addison shall have other rights and remedies available at law, in equity, or otherwise, which rights and remedies shall be cumulative. Vendor acknowledges that this permit is not

a lease but only a revocable permit to operate the activity described herein.

Addison shall have other rights and remedies available at law, in equity, or otherwise, which may be available to Addison, which rights and remedies shall be cumulative, and the use of any one right or remedy by either party shall not preclude or waive the right to use any or all other remedies. The failure by either party to exercise any right, power, or option given to it by this permit, or to insist upon strict compliance with the terms of this permit, shall not constitute a waiver of the terms and conditions of this permit with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this permit shall survive the cancellation, expiration or termination of this permit, except as otherwise expressly set forth herein.

**Vendor agrees that its employees, representatives, agents, or contractors involved with Event shall not drink beer, wine or any other alcoholic beverages while in performance of their duties under this permit.**

This permit contains the entire agreement of Vendor, Concessionaire and Addison and may not be amended, modified or altered without the express written consent of Addison. This permit is subject to any and all ordinances, laws, standards, policies, rules and regulations of Addison. In the event of any action under this permit, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this permit; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this permit.

The officer or agent of the Vendor signing this permit acknowledges they are the properly authorized officials and have the necessary authority to execute this permit.

**Return Applications & Supporting Documentation to:**

**Taste of Cuba Food Truck and Catering, LLC  
Attn: Kaboom Town Food Vendor  
4505 Ratliff Ln. Ste. 200  
Addison, TX 75001**

**Email to [monica\\_salazar13@aol.com](mailto:monica_salazar13@aol.com)  
cc: [ysaldivar@addisontx.gov](mailto:ysaldivar@addisontx.gov)**

**For more information, call Monica Salazar at  
972.490.9966 ext. 201**