



**Cross Timbers Rotary Club
Rhythms at the River Walk
The River Walk
Flower Mound, Texas
Saturday, September 15, 8:00 a.m. to 4:00 p.m.**

Food Vendor Application

Vendor/Business Name: _____ Contact Name: _____

Address: _____ City/State/Zip: _____

Email: _____ Cell: _____ Alternate Phone: _____

| Menu Item | Cost | Menu Item | Cost |
|------------------|-------------|------------------|-------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Total length of trailer, including the tongue/hitch (if applicable): _____

Which side of the trailer do you serve from? _____

**Please provide picture of your booth or trailer.*

Set-up time: Saturday, September 15th 7:00 am Break Down time: Saturday, September 15th 4:00 pm

Commercial General Liability insurance included, naming Cross Timbers Rotary Club, Centurion American Development Group, River Walk Association, Inc. and Essex Association Management, LP as additional insured.

Worker's Compensation insurance included, providing a waiver of subrogation in favor of Cross Timbers Rotary Club, Centurion American Development Group, River Walk Association, Inc. and Essex Association Management, LP.

Vendor Fees

- Booth space \$200 \$ _____
- Late Fee \$50 \$ _____

(A late fee will be assessed if vendor agreement & payment are not received by Friday, August 24, 2018. No vendor applications will be accepted after Friday, August 31, 2018. Vendors will be contacted by Monday, September 3, 2018 of their applications status. Vendors who are not accepted will receive a complete refund.)

Total Enclosed \$ _____

Please make checks payable to Cross Timbers Rotary Club and send with completed application to:

**Cross Timbers Rotary Club
Attn: Rhythms at the River Walk
700 Parker Square, Suite 100A
Flower Mound, Texas 75028
l.walker@flowermoundchamber.com / 214-552-8903**

Rules and Regulations

- Rhythms at the River Walk is an outdoors event held regardless of weather conditions.
- Vendor fees shall be paid in advance. Vendors are accepted on a first come first served basis. Vendors offering similar menus will be limited.
- Vendors are to remain with their truck during festival hours, unless otherwise noted.
- All menu items and their costs must be clearly displayed at each the vendor's booth and costs must be accurate.
- All Health Department regulations must be followed. The Health Department will provide you with all requirements, including a Temporary Health Permit. Please contact the Town of Flower Mound Health Department at 972-874-6332.
- **Food vendors will have access to a water supply, but the vendors will need to transport water to their truck, so please plan accordingly. There will NOT be access to a constant supply of running water for each vendor.**
- Vendors staffing a truck must be over the age of 18 or accompanied by an adult.
- It is the responsibility of the vendor to collect & report sales tax from the event in the name of the taxing authority of the Town of Flower Mound. 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.
- Vendor parking is limited to a designated area. A map and complete information will be emailed to you one week before the event. Vehicles not in the designated area (other than loading/unloading) are subject to be towed at the owner's expense or ticketing by the Flower Mound Police Department. Observe all traffic signs. Vendors not complying with parking instructions may be asked to leave the show without refund of fees paid.
- A fire extinguisher must be in your truck at all times. The Town of Flower Mound will perform inspections.
- Vendors are responsible for the cleanup of trash from, around and about their booth. Trash receptacles will be located throughout the area. Portable restrooms will be available for vendor and guest use.
- Deadline for vendor fee payment is Friday, August 24, 2018. Beginning August 25, 2018 a \$50 charge will be added to the vendor fee. No applications will be accepted after August 31, 2018.
- All participating vendors shall strictly adhere to hours of operation for move-in and move-out. Event Management reserves the right to change dates, hours or location. Truck 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 festival.
- 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 the same product or service.
- If accepted, vendors will receive an email packet one week 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 vendor's sole risk and shall be removed from the premises during designated move-out times. Event Management shall have the right to remove from the premises any remaining effects left after designated move-out time at the vendor's cost.
- 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 the Rhythms at the River Walk.
- Painting, mixing of chemicals or possession of explosive materials is not allowed at any time.
- **Proof of the below described Insurance Policies must be received by Friday, August 24, 2018. Failure to return all required information by the deadline may result in forfeiture of your truck space.**

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. Commercial General Liability naming the Cross Timbers Rotary Club, Centurion American Development Group, River Walk Association, Inc. and Essex Association Management, LP as additional insureds: \$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 with a waiver of subrogation in favor of the Cross Timbers Rotary Club and Centurion American Development Group.

Agreement of Liability Waiver

I HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS FOR ANY AND ALL PURPOSES THE CROSS TIMBERS ROTARY CLUB, ITS OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS, CONTRACTORS, SPONSORS AND VOLUNTEERS (COLLECTIVELY "CROSS TIMBERS ROTARY"), THE RIVER WALK ASSOCIATION, INC., ITS OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS, CONTRACTORS, SPONSORS AND VOLUNTEERS, AND ESSEX ASSOCIATION MANAGEMENT, LP, ITS OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS, CONTRACTORS, SPONSORS AND VOLUNTEERS FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, PERSONAL INJURY INCLUDING DEATH, OR PROPERTY DAMAGE THAT MAY BE SUSTAINED BY ME AND ANY OF MY EMPLOYEES, VOLUNTEERS, AGENTS OR CONTRACTORS WHILE PARTICIPATING IN THE RHYTHMS AT THE RIVER WALK EVENT, INCLUDING INJURIES OR DAMAGES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF THE CROSS TIMBERS ROTARY CLUB, THE RIVER WALK ASSOCIATION, INC. AND ESSEX ASSOCIATION MANAGEMENT, LP.

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 these rules and regulations and I agree to read and comply with the acceptance packet regarding the Rhythms at the River Walk. 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 by Friday, August 24, 2018. I also understand that beginning on August 25, 2018, a late fee of \$50.00 will be assessed. The late fee should be included with Vendor application if payment is not received by due date.

It is understood and agreed by applicant that this entire document constitutes a contract between Vendor and the Cross Timbers Rotary Club only when the Cross Timbers Rotary Club confirms this contract. Confirmations may be mailed, faxed or emailed. Acceptance of money by the Cross Timbers Rotary Club 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, shall not be binding. I have read the aforementioned Rules and Regulations and agree to all of the terms and conditions as they are written.

Signed: _____

Date: _____