

AUTHORIZATION TO DISTRIBUTE LISTED PRODUCTS

Vendor shall only sell the products listed on the application at Event. All products shall be consistent with all city, county and state health department regulations. The City reserves the right to inspect all products distributed by Vendor at the event. At its expense, the Vendor shall obtain all licenses and permits that may be required by any public authority for the distribution of any of the products. This includes all permits and licenses required by both the city and the Tarrant County Health Department.

ELIGIBILITY

The City reserves the right to restrict the number and type of temporary vendors and to select vendors who best meet the City and Event mission. Vendors must present Hispanic related items. Preference is given to vendors who maintain an excellent history of service and adhere to application guidelines in a timely and efficient manner. All returning applicants must be in good standing with the City, free of any rule or regulation violations, paid all fees as required, and remitted all sales tax on time. **ENTRIES WILL BE SELECTED ON A FIRST COME, FIRST SERVE BASIS. Application does not guarantee acceptance into the event. Participation is not guaranteed until City executes agreement.**

CITY OF RICHLAND HILLS EVENT WAIVER

The undersigned vendor warrants that vendor is the sole owner of the merchandise exhibited at Event. It is understood that the City of Richland Hills merely arranged for the exhibition and sale of merchandise and assumes no responsibility for safekeeping or protection of it. In consideration of and to induce the arranging by the City for exhibition and sale of this merchandise, the undersigned vendor does hereby release the City, its officers, directors, agents and employees, from any claim, action, demand, or liability arising out of any conduct of any nature of the City, or its officers, directors, agents and employees, including its asserted failure to exercise ordinary care, and does hereby indemnify, assume the responsibility for and by, any person for expense or damage arising from the exhibition and/or sale of the merchandise.

It is understood this is a rain or shine event. Refunds (if applicable) will not be made due to inclement weather or natural disaster. No refunds will be granted after thirty days prior to the event. Request for refunds must be in writing.

I understand that all the decisions of the City of Richland Hills are made in keeping with the overall objectives and quality of the festival and that all decisions are final.

VENDOR AGREEMENT AND RESPONSIBILITIES ACKNOWLEDGEMENT

I received a copy, have read, understood, and agree to the terms and conditions in the attached Vendor Agreement and Responsibilities, and all rules, regulations and indemnification language described above.

Vendor Signature

Date

Application Submittal

Submit to the attention of Cinthia Mendieta via one of the following methods:

E-mail:

cmendieta@richlandhills.com

Hand Delivered:

The Link
6750 Baker Blvd.
Richland Hills, TX 76118

Mail:

City of Richland Hills
3200 Diana Dr.
Richland Hills, TX 76118

<u>For Department Use Only</u>		
Date Received	Method of Payment (If Applicable) Cash Check # Visa MasterCard	<u>Approved</u>
<u>Approved with the following restrictions</u>		<u>Denied</u>

Vendor Agreement and Responsibilities

This agreement is made and entered into as of the _____ day of _____, 2021 by and between, _____ hereinafter called "Vendor" and the City of Richland Hills, hereinafter called "City". The City reserves the right to direct the location, design and layout of the Event area (the "Premises").

LIABILITY, INSURANCE, INDEMNIFICATION AND PERMITS: Vendor acknowledges that Vendor shall at all times be acting as an independent contractor and understands that nothing in this Agreement shall be constructed to make Vendor an agent of the City and that the City is not directing the manner of the activities of Vendor. Vendor accepts full responsibility for all liability for damages to persons or property arising out of its use and occupancy of the Premises and the distribution of the products therefrom. If Vendor prepares or distributes open food at the event, the Vendor is required to provide proof of insurance. In this circumstance, Vendor shall deliver to the City prior to occupying the Premises, a certificate of insurance evidencing General Liability Insurance with minimum liability limits of not less than \$1,000,000 per occurrence, \$1,000,000 products liability, and a \$1,000,000 general aggregate limit. The policy shall be endorsed to include the City as an additional insured and be primary over any other valid and collectible coverage available to the Event. The policy shall include Contractual Liability insuring the indemnity obligation of this Agreement. The Certificate shall state that the City will be notified in writing 30 days prior to cancellation, material change or non-renewal of insurance.

LICENSE AND PERMITS: If any government licensor or permit shall be required for the proper and lawful conduct of Vendor's business or other activity carried out during the Event or if failure to procure such a license or permit might or would in any way affect the operations of the Event, then the Vendor, at its own expense, shall duly procure and thereafter, maintain such license or permit and submit the same to inspection by the City. Vendor, at its sole cost and expense shall at all times comply with the requirements of each such license or permit. As previously stated, this includes all licenses and permits required by both the City and the Tarrant County Health Department.

Tarrant County Health Permit: Contact Tarrant County Public Health Department (817) 321-4960 for all code requirements. Vendors must have completed the permit process 15 days prior to the Event to participate in Event. The health inspector will be onsite to inspect all food and beverage vendors.

Fire Marshal Requirements: See Fire Code requirements below. The Fire Marshal or his/her designee will be onsite to inspect all vendors.

VENDOR RESPONSIBILITIES:

- Vendor shall supervise its booth and/or display space using its best efforts to assure that all safety and health code regulations are maintained to the highest standards of the Vendor's abilities.
- Vendor must provide all necessary items for the operation of their booth and or display space including tables, chair(s), signage and electricity. Each vendor is responsible for bringing their own electrical generators. All gas cans must be in nonflammable containers. Plastic containers are prohibited. Electrical outlets and/or generators will not be available from the City. All extension cords must be firmly secured/covered to prevent tripping hazards and out of main traffic corridors. Any signage must be professionally created. Hand drawn/painted signs are prohibited and will be removed.
- Food and drink items must be pre-approved by the City. Prices may not be changed during the event. Each vendor is responsible for payment of all sales tax requirements on products sold. Local and state sales tax is 8.25%. Alcohol sales are prohibited.
- Each vendor must bring at least one large trash container and garbage bags for their stand. Vendors are responsible for maintaining and cleaning in and around their area during and after the event.
- Security for the event will be provided by the City, but the City makes no guarantee or representation that the Premises will be free from criminal conduct; therefore, Vendor agrees to secure all items at Vendor's booth and/or display space. The City shall not be held responsible for loss or theft.
- Set-up for Event will begin at 2:00 PM on September 18, 2021. Further details on location, set-ups, parking and other information will be provided at the time your application is confirmed. The Event will operate from 4:00 – 9:00 pm. Vendors may stay until 9:30 PM if still serving guests. All vendors are required to operate their booth and/or display space during Event hours and may not move equipment off Premises until City authorizes the vendor to leave.
- The City reserves the right to remove any vendor at any time, without a refund, in cases where the vendor is guilty of improper conduct; work is improper for family viewing; a vendor hinders or encumbers another vendor or their ability to properly conduct business; and/or a vendor attempts to sell products other than what was approved for the event. If the City determines that the participants are interfering with the normal flow of Event traffic or are overflowing into neighboring display spaces, the City may limit the activity.

MOBILE FOOD TRUCK FIRE MARSHAL REQUIREMENTS

- All mobile food trucks that utilize a grill, stove or fryolator and produce grease laden vapors must provide a Type I commercial hood that complies with NFPA 96 and an extinguishing system that conforms to the requirements of NFPA 17.
- Mobile food trucks that produce grease laden vapors shall supply a Class K fire extinguisher of sufficient size conspicuously located in the area of the cooking equipment.
- All mobile food trucks must supply a 2A10BC portable fire extinguisher mounted in a conspicuous location in the area of the cooking or frying equipment.
- All fire extinguishers shall be inspected and serviced on an annual basis, with proper documentation provided.
- At the time of inspection, the commercial hood exhaust system must be appropriately clean and a visually verified by inspection and appropriate documentation.
- When a grill, stove or fryolator are adjacent to one another, there shall be an 8” non-combustible splash shield between each unit, or a 16” separation space must be provided.
- LPG tanks shall be located outside of the mobile food truck, with the safety release valve positioned away from the vehicle.
- All supply line and connections for the LPG shall be UL or FM listed for such use.
- When LPG tanks are used, NO SMOKING signs shall be posted near the tank.
- At all Events, the mobile food trucks shall maintain a minimum space of 10 feet between each mobile unit.

TENTED VENDOR FIRE MARSHAL REQUIREMENTS

- Tents must comply with Chapter 31 of the 2015 International Fire Code.
- Provide portable fire extinguisher(s) as required by Section 906 of the 2012 International Fire Code. The minimum size allowed is a 2A-10BC (5 Pound ABD). Also, a Class K extinguisher must be provided if cooking is performed that produces grease vapors.
- Open flame or other devices emitting flame, fire, or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent or other membrane structures while open to the public unless approved by the fire marshal or his/her designee.
- Generators and other internal combustion power sources shall be separated from tents or other membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure, or other approved means.
- Verify that the tent is not erected in a designated fire lane on the property.
- “No Smoking” signs shall be conspicuously posted.
- Tents/membrane structures shall be adequately anchored to withstand the elements of weather and prevent collapsing.

Vendor Signature

City of Richland Hills

Date

Date