



# Saturday – March 14, 2009

## Food Vendor Application Information & Agreement

**PLEASE READ ALL RULES CAREFULLY**

BOOTH # \_\_\_\_\_

**Type A Food Booth** - A **TYPE A** food is defined as any edible item as a main course such as hamburgers, hot dogs, barbecue, sausage, turkey, fajitas, Frito pies, shrimp, etc... A **TYPE A** food booth must agree to sell only one type A item and one side item or one type A item and one type B item for which the approval is given. Example: a barbecue plate booth that receives an approval on a plate lunch that includes beef and beans or beef and potato salad may not sell sausage, pie, cakes, chicken or anything other than those items listed. Sides are defined as chips, fries, beans, corn, rice & beans, potatoes, etc.... Traditional condiments are excluded from these limitations and can be supplied with your items. Any vendor found to be selling two type A foods will be subject to having their booth closed. **NO MEAL DEALS ARE ALLOWED** which gives all vendors a fair opportunity to sell their products. Size for an open space is 10' x 10'. You must provide your own booth or canopy. **A LIMITED NUMBER OF TYPE A FOOD BOOTHS WILL BE AVAILABLE.**

**Type B Food Booth** - A **TYPE B** food is defined as any dessert type foods such as pies, cakes, cookies, ice cream, candy, or an appetizer type food item, etc. **TYPE B** food booths will be limited to two items. a limited number of the same type of food will be maintained. Size for an open space is 10' x 10'.

These rules and guidelines are necessary in order to treat all vendors in a fair and equal manner.

**ALL DRINKS AND BEVERAGES WILL BE SOLD BY THE CHAMBER OF COMMERCE ONLY!!! Initial \_\_\_\_\_.**

**Vendors in violation of the Drink and Beverage guidelines will be subject to vendor booth closure with no refund.**

### CONCESSIONAIRE'S AGREEMENT

We understand that this application must be filled out in full and complete or it will not be processed. We agree to have adequate supplies to fill our needs for sales on the event date of Saturday, March 14, 2009. We understand that we must collect sales tax if we are not tax exempt. We will be responsible for reporting this to the State Comptroller.

We agree to comply with all health laws established by the State of Texas or Medina County. Our permit from one of these agencies must be displayed at all times during the festival. We agree to not pour wastewater on the grounds at any time.

**\*\* County health permit applications are available through the Greater Devine Chamber of Commerce. The fees are as follows: 3 day permit – \$35.00, Non-profit – No charge \*\***

If you are in need of a health permit you may contact the Greater Devine Chamber of Commerce and submit your application with your food vendor booth application. Please call for more information.

We plan to sell the following PRODUCT(s): \_\_\_\_\_

We plan to be open during the day only \_\_\_\_\_ night \_\_\_\_\_ both \_\_\_\_\_

Name (Print or Type) \_\_\_\_\_ Sales Tax # \_\_\_\_\_

Organization Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

We understand the Event will furnish ONE electrical outlet with a duplex per booth if arrangements are made in advance. There will be an additional fee of \$10.00 for basic electricity. A limit of 2 warmers or food keepers will be allowed for each vendor. Such items as microwaves, radios, or any other electrical appliances will not be allowed as they will overload the circuits. Extension cords are to be provided by the vendor and must be long enough to reach the power source. Event electrician may inspect extension cords to ensure their safety. If you need additional plugs, you must make these arrangements with the Chamber of Commerce prior to March 13, 2009. Each additional plug will cost \$10.00 per plug not per duplex. All power is single phase. Any circuit over 20 amps will cost extra, including amount of materials and installation. Electrical arrangements must be completed prior to March 13, 2009. No changes will be made after that date.

Do you need Electricity:    \_\_\_ YES    \_\_\_ NO

***List each piece of equipment you will use that will need electricity:***

Description	Circle one	Amps Needed
_____	110/220 _____	_____
_____	110/220 _____	_____

**WE UNDERSTAND WE ARE RESPONSIBLE FOR THE REMOVAL OF OUR TRASH AND THE EVENT WILL NOT PICK UP TRASH FROM OUR CONCESSION, NOR WILL WE USE THE TRASH CONTAINERS SET UP FOR VISITORS.**

**APPLICATION DEADLINE IS March 13, 2009. First come first served.**

**FOOD VENDOR BOOTH DESIGNATION**

BOOTH TYPE:    A \_\_\_\_\_    B \_\_\_\_\_    Number spaces reserved: \_\_\_\_\_

<b>COST:</b>	On or before March 6 <sup>th</sup> at 3:00pm	After March 6th
Electricity	\$10.00	\$10.00
TYPE A BOOTH	25.00	35.00
TYPE B BOOTH	25.00	35.00

PAYMENT AMOUNT: \$ \_\_\_\_\_ CHECK # \_\_\_\_\_ Includes Electrical Payment.

Please make checks payable to: **Greater Devine Chamber of Commerce**

Mail to: Greater Devine Chamber of Commerce  
P.O. Box 443  
Devine, Texas 78016

I agree to abide by any regulation or reasonable request published or asked by the Greater Devine Chamber of Commerce. ***There will be no refunds after March 6, 2009 and no refunds should bad weather occur.***

**GENERAL RELEASE AND HOLD HARMLESS AGREEMENT**

For and in consideration of the Greater Devine Chamber of Commerce and the City of Devine, Texas, hereinafter referred to collectively as The Chamber, permitting ourselves, our spouses, our children, our relatives, and/or our guests, to enjoy all activities and facilities of Devine's Fall Festival, City of Devine, Medina County, Texas, I hereby release The Chamber, their agents and employees from all claims, demand, suits, causes of action, or judgments which I ever had, now have, or may have in the future of which my heirs, executors, administrators, or assigns may have, or claim to have against The Chamber, their agents and employees, arising out of or in any way connected with Devine's Fall Festival, for all personal injuries, known or unknown, property damages, or claims for wrongful death, caused by the acts, omissions, or negligence of The Chamber, their agents and employees.

I further agree to hold harmless The Chamber, their agents and employees, from all claims, demands, suits, causes of action, or judgments which I, my spouse, my children, my relatives, and/or my guests ever had, now have or may have in the future or which my heirs, executors, administrators, or assigns may have or claim to have against The Chamber, their agents and employees, arising out of or in any way connected with Devine's Fall Festival, City of Devine, Medina County, Texas for all personal injuries, known or unknown, property damages, acts, omissions, or negligence of The Chamber, their agents and employees.

I have read and executed this document with full knowledge of its significance.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_, 2009.

For additional information contact:  
The Greater Devine Chamber of Commerce  
830-663-2739