

APPLICATION & AGREEMENT FOR VENDOR OPERATIONS

This agreement is made and entered into by and between _____, hereinafter called "Vendor" and the City of Southlake hereinafter called "City". The City reserves the right to direct the location, design, and layout of the event area at Southlake Town Square (the "Premises"). The City shall reserve for itself the exclusive right to determine if Vendor shall leave the Premises if Vendor's behavior threatens the City's personal property, staff, or patrons.

ELIGIBILITY: The City reserves the right to restrict the number and type of temporary food vendors and to select vendors who best meet the needs of the event. 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 as established in the contract agreement, paid all fees as required, and remitted all sales tax on time. ENTRIES MAY BE SELECTED ON A FIRST COME, FIRST SERVE BASIS. Agreement does not guarantee acceptance into the event. Once the City of Southlake returns an executed agreement to Vendor, **payment is required.** Participation in Celebrate Southlake is not guaranteed until payment is received.

AUTHORIZATION TO DISTRIBUTE PRODUCTS

The City hereby authorizes Vendor to sell only the products listed above at Celebrate Southlake in the Town Square. All products shall be consistent with all city, county and state health department regulations. The City of Southlake 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.

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 hands out 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 will be endorsed to include the City and Southlake Town Square as additional insured and be primary over any other valid and collectible coverage available to the Event. The policy will 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.

INDEMNIFICATION

VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY AND SOUTHLAKE TOWN SQUARE, AND THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (HEREAFTER REFERRED TO AS "INDEMNITEES") FROM AND AGAINST ANY AND ALL ACTIONS, COSTS, INJURIES, LOSSES, EXPENSES AND/OR DAMAGES, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RESULTING, DIRECTLY OR INDIRECTLY, FROM THE USE BY THE VENDOR, (INCLUDING ITS EMPLOYEES OR SUBSTITUTES) OF THE PREMISES FOR THE EVENT OR THE SALE OF ANY MERCHANDISE OR GOODS BY VENDOR'S AGENTS ARISING FROM ANY EQUIPMENT OR PROPERTY BROUGHT ONTO THE PREMISES BY VENDORS AGENTS, EVEN IF AN INDEMNITEE'S NEGLIGENCE CAUSES A PORTION OF THE DAMAGES. VENDOR SHALL FURTHER DEFEND AND INDEMNIFY ANY INDEMNITEE FROM INJURY CLAIMS FROM VENDOR'S EMPLOYEES, SUBSTITUTES, CONTRACTORS, VOLUNTEERS AND ANYONE THAT THE VENDOR BRINGS ON THE PREMISES TO ASSIST IT TO RUN THE VENDOR'S OPERATION, EVEN IF AN INDEMNITEE'S NEGLIGENCE CAUSES, IN WHOLE OR IN PART, THE DAMAGES.

LICENSE AND PERMITS

If any government license or permit shall be required for the proper and lawful conduct of Vendor's business or other activity carried out during Celebrate Southlake 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 by Friday, August 25 to participate in Celebrate Southlake.** The health inspector will be onsite prior to the event to inspect all food and beverage vendors.

Fire Code Requirements: Contact the City Fire Marshal at 817-748-8233 for all fire safety requirements. Vendors must have a multi-purpose 2A-10BC fire extinguisher. Vendor must also have a Class K extinguisher if cooking with anything that produces grease vapors. The Fire Marshal will be onsite prior to the event 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.
- Vendors 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, which must conform to the City of Southlake's specifications.* Please inquire from the event coordinator. All gas cans must be in nonflammable containers – NO PLASTIC. Electrical outlets and/or generators will not be available from the City of Southlake. All extension cords must be firmly secured/covered to prevent tripping hazards and out of the way of traffic. Any signage must be professionally created. Any hand drawn/painted signs are prohibited and will be removed.
- Food and drink items and prices 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 unless pre-approved by the City.
- 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 safe or free from criminal conduct; therefore, Vendor agrees to secure all items at Vendor's booth and/or display space when Vendor or its representatives are not at the site. The City shall not be held responsible for loss or theft.
- Set up for Celebrate Southlake will be from 9:00 AM to 10:30 AM on Saturday, September 9, 2023. Further details on location, set-ups, parking, and any other information will be provided at the time your space is confirmed. Celebrate Southlake will operate from 11:00 AM – 7:00 PM. All Vendors are required to operate their booth and/or display space until their location is closed. The event coordinator will notify the vendor when the all clear is given to leave the premises. Further information will be provided in the detail sheet.
- The City reserves the right to remove any vendor any time before or during the festival, 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 traffic or are overflowing into neighboring display spaces, the officials 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.
- Also, 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.
- The commercial hood extinguishing system must be serviced and inspected every 6 months, with documentation provided.
- At the time of inspection, the commercial hood exhaust system must be appropriately cleaned and 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 lines 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 special events, the mobile food trucks shall maintain a minimum spacing of 10 feet between each mobile unit.

TENTED VENDOR FIRE MARSHAL REQUIREMENTS

- Tents must comply with Chapter 31 of the 2021 International Fire Code.
- Provide portable fire extinguisher(s) as required by Section 906 of the 2021 International Fire Code. The minimum size allowed is a 2A-10BC.
- Provide the necessary means of egress and indicated by the size of the tent or other structure. (Refer to the 2021 International Fire Code, Table 3103.12.2)
- Approved illuminated exit signs shall be installed at required exits in accordance with Section 3103.12.6 of the 2021 International Fire Code. (Ensure illuminated exit signage is operational)
- Means of egress shall be illuminated with light having an intensity of not less than 1 foot-candle at floor level while the structure is occupied and supplied from a separate circuit or source of power.
- 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 code official.
- 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.
- An unobstructed fire break passageway or fire road not less than 12 feet wide and free from guy ropes or other obstructions shall be maintained on all sides of tents, canopies, and other membrane structures unless otherwise approved by the code official.
- "No Smoking" signs shall be conspicuously posted.
- Verify that the tent is not erected in a designated fire lane on the property.
- Tents or membrane structures shall be adequately roped, braced and anchored to withstand the elements of weather and prevent against collapsing.
- Once the tent or membrane structure is erected, call the Fire Marshal's office for a visual inspection at 817-748-8233.
- Flame resistance certificates must be provided for each tent that will be utilized at the event.

By signing, each Vendor agrees to the Celebrate Southlake terms and conditions, including all rules, regulations and indemnification language described above.

Please also initial attached document indicating an understanding of the Fire Marshal requirements and return with this agreement.

Please contact Dylan Duque at dduque@ci.southlake.tx.us or by phone at 817-748-8919 with any questions.

VENDOR CONTACT INFORMATION:

Company Name:
On-Site Contact Name:
On-Site Contact Number:
Email Address:
Mailing Address:

LIST OF ITEMS TO BE SOLD:

Signature: _____

Date: _____



**Department of Public Safety – Office of the Fire Marshal
600 State Street, Southlake, Texas 76092**

Mobile Food Truck

General Requirements: Any truck, bus or trailer with a roof structure.

All mobile food trucks that utilize a grill, stove or fryolator and/or 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.

Also, 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.

The commercial hood extinguishing system must be serviced and inspected every 6 months, with documentation provided.

At the time of inspection, the commercial hood exhaust system must be appropriately cleaned and visually verified by inspection and/or 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 lines 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 special events, the mobile food trucks shall maintain a minimum spacing of 10 feet between each mobile unit.

Once the mobile food truck arrives at the designated location, call the Fire Marshal’s Office for an inspection at 817-748-8233 or 817-748-8909.

Initial: _____