



2019 JULY FOURTH FIREWORKS CELEBRATION EVENT VENDOR APPLICATION

Submit payment online at www.desototexas.gov/register

Health Inspector Approval: _____ Recreation Administrator Approval: _____
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Thursday, July 4, 2019, 6:00 p.m. – 9:00 p.m.
Grimes Park

501 E. Wintergreen Road DeSoto, TX, 75115

Event Contact: Special Event Team **Email:** specialevents@desototexas.gov **Office:** (972) 230-9653

IMPORTANT POINTS

Food Vendor Booth Space	\$250.00
Craft Booth Space	\$150.00
Information Booth Space	\$75.00

Vendor Setup By: 3:00 p.m.
Applications will be taken on a first come, first serve basis

ALL food vendors must obtain a permit BEFORE submitting an application or vendor fee.

EVENT LOGISTICS

- THE DESOTO PARKS & RECREATION DEPARTMENT WILL NOT PROVIDE TENTS, TABLES, CHAIRS, CHANGE, OR ITEMS NEEDED BY VENDORS.
- IT IS MANDATORY THAT YOU BRING ENOUGH WEIGHTS TO SECURE YOUR TENT(S)- NO STAKES ARE ALLOWED

VENDORS MUST MAKE THEIR OWN ARRANGEMENTS FOR ELECTRICITY & WATER!

VENDOR CONTACT INFORMATION

PLEASE PRINT CLEARLY AND LEGIBLY All information must be filled in completely.
Booth rental fee **MUST** accompany application.
Applications will **NOT** be accepted by fax or over the phone.

Vendor Business Name:	Contact Name:
Address:	
City:	State & Zip:
Phone:	Email:
Cell:	New or returning vendor:
Emergency Contact:	

PRODUCTS & DISPLAY

Please describe your products and display below. This will assist in making sure there is not an overwhelming presence of the same product & ensure standard, competitive pricing. Minimum of three main food items per vendor
The list of products and/or services you plan to sell must be specific. If available, please attach a menu.

Please include the size of your booth: _____ ft. X _____ ft.

It is understood that the City of DeSoto merely arranged for the participation of the undersigned organization at the 2019 July Fourth Fireworks Celebration event. The undersigned organization does hereby release the City of DeSoto from any claim, action, demand, or liability arising out of any conduct of any nature of the City of DeSoto or its employees. The undersigned organization understands that **no refunds will be granted due to inclement weather, natural disaster, or cancellation after June 9, 2019.** All requests for refunds must be made in writing. **2019 July Fourth Fireworks Celebration committee reserves the right to decline any organization deemed unsuitable for the event. All vendors MUST be preapproved by the Health Inspector PRIOR to submitting payment. Vendor payment is required within 48 hours after Health Inspection approval.**

Organization Contact Signature
Date

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Vendor Booth Rules and Information

1. Booth Reservation & Assignment: Event Staff will assign booths for vendors. Vendors are prohibited from trading spots without approval from Event Staff.
2. Hours of Operation: You are required to have your booth open to the public from 5:00pm- 9:00pm.
3. Set Up: Set up will begin at 3:00pm on the day of the event. All booths must be ready by 4:30pm. Spaces vacant at 4:00pm will be filled at the discretion of Staff.
4. Tear Down: No early tear down allowed. City Staff reserve the right to refuse a future application from any vendor who tears down their booth earlier than 9:00pm on the day of the event.
5. Electric Service: Limited electrical outlets are available.
6. Noise: Usage of any type of noise-making devices must have prior written approval by City Staff.
7. Solicitation: Vendors are prohibited from soliciting outside of their assigned booth. Literature is prohibited from being placed anywhere on the grounds, including but not limited to car windshields, bathrooms, picnic areas, etc. The City reserves the right to charge a clean-up fee to violators. No petitions may be circulated in any place other than your booth without prior written approval from Staff.
8. Prohibited Items: Items not allowed for sale or distribution include (but are not limited to): weapons or weapon-like novelties; tobacco or alcohol related items; sexually explicit or adult-themed material; bootlegged records, tapes, DVDs or CDs; any materials that advocate sexism, racism, violence, profanity or that are discriminatory, intolerant, or violent in content (at the discretion of City Staff).
9. Sales Restrictions: Each vendor may sell items listed on their application. All distribution of materials must be from the assigned space. Vendors may not roam the grounds to distribute anything.
10. License and Permits: Vendors are responsible for appropriate licenses and permits for their operation.
11. Sales Tax: The vendor shall be solely responsible for the payment of required taxes to local, state, and federal authorities.
12. Attire: Shoes and shirt are required. No person working and/or representing a booth shall wear clothing that makes mention of or reference to any obscenities, sexually explicit material and/or drugs.
13. Drugs/Smoking/Alcohol: No smoking, alcohol or illegal drugs will be permitted.
14. Trash: Each vendor is responsible for keeping their assigned booth clean, neat and orderly.
15. Food/Beverages: Vendors shall not sell/distribute food/beverages without prior written permission.
16. Animals: Animals are not allowed in vendor booths. Exceptions will be made for assistance animals.
17. Exceptions: Any exception(s) to foregoing any rule must have prior written approval by City Staff.
18. Transfer of Agreement: The City of DeSoto and the vendor hereby agree the services specified in this agreement may not be transferred, delegated, or assigned in any way, shape, or form or for any reason.
19. Agreement Termination: This agreement may not be terminated prior to its normal conclusion, except as provided in this section. The City of DeSoto may terminate this agreement without notice and forthwith remove the vendor from the premises for selling unauthorized items, failure to sell from the assigned booth space, or breach of any part of this agreement.
 - a. No refunds shall be given should this agreement be terminated due to the vendor being removed from the premises for any reason.
 - b. The vendor may terminate or cancel this agreement by mailing a written request which states reasons for cancellation. This request must be received no later than June 9, 2019; otherwise this agreement may not be terminated or cancelled prior to its normal conclusion.
 - c. No refunds will be issued due to inclement weather, war, flood, disaster, act of God, strikes, or riots.
20. Vendor as Independent Contractor: The parties hereto stipulate and agree that, under this agreement, the vendor is not acting as an agent, employee, representative, partner, nor joint venture of the City of DeSoto, but shall at all times and for all purposes have the status of independent contractor.
21. Vendor Responsibility and Liability: The vendor agrees not to hold liable or responsible in any form the City of DeSoto, its employees, representatives, volunteers, and participants against any and all claims or expenses for such losses, arising out of the performance of this agreement.