

2018 TASTE OF FRISCO (the “Event”) VENDOR AGREEMENT

A. REGISTRATION DEADLINE:

All applications should be received by the City of Frisco by **June 8, 2018**. Space is limited to the first **18** restaurants. An **‘early bird’** discount is being offered to those who reserve a booth and make payment by **May 11, 2018**.

Please note the first **18** applications received by the City of Frisco will be granted booth space, provided all rules, regulations and conditions of the Vendor Agreement are met.

B. BOOTH FEES:

A fee of \$600 is required to secure one 10’ x 10’ booth at the Taste of Frisco. Additional booth spaces in different locations are available for the same rate. Additional booth spaces at the same location and requiring no additional signage, tables or tents are available for \$200 per each additional booth.

A fee of \$550 is offered to those ‘early birds’ who submit payment and reservation by May 11, 2018.

Proof of required liability insurance is required with the Application for booth space.

The City of Frisco will be the exclusive beverage supplier of water and carbonated drinks for the Taste of Frisco 2018. No other vendor will be permitted to sell these products at the Taste of Frisco 2018.

C. BOOTH REVENUE:

Restaurants may retain 100% of food sales and no percentage must be given back to the City of Frisco. Each food establishment will be responsible for the security of their cash drawers. City of Frisco Police Department will be on site and patrolling area.

D. ELIGIBLE RESTAURANTS:

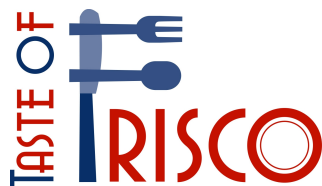
Restaurant Vendor Applications will only be accepted from Frisco restaurants and Frisco food service providers who currently hold a valid Frisco Health Permit. Members of the Frisco Chamber of Commerce and vendors living within Fisd boundaries will also be considered.

Booth space is limited, therefore the first 18 restaurants that submit their application and meet all requirements will be granted space. To ensure a variety at the Taste of Frisco; three (3) vendors per cuisine will be permitted.

Vendor understands that submission of this Agreement does not guarantee acceptance into the Event.

Vendor understands and acknowledges that the rights granted to it hereunder by the City of Frisco are not exclusive.





E. ON-SITE COOKING AVAILABILITY:

On-site cooking space is available; however, this space is limited and will be assigned on a first-come, first-served basis.

There is a fee of \$50 to cook on-site. You must fill out the temporary health permit application (in back of packet). This covers any cleanup required after the Event.

F. PROMOTION:

Vendors must submit their application by **June 8, 2018** in order to receive promotional recognition on the Event website at www.friscofreedomfest.org Please submit LOGO to Cara Harting at charting@friscotexas.gov.

G. ASSIGNMENTS/CANCELLATIONS:

No refunds for cancellations will be allowed after **June 8, 2018**.

The City of Frisco reserves the right to cancel any Vendor and the terms of this Agreement at any time for any reason, without penalty to the City of Frisco.

Vendor shall not sublet or assign this Agreement to any other person, or any of the privileges conveyed herein, except with the prior written consent of the Event Manager. Any approved assignee shall be subject to all the provisions and requirements of the Agreement.

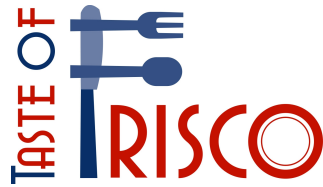
H. BEST OF SHOW COMPETITION:

Restaurant vendors will be anonymously judged throughout the Event and winners in the following categories will earn a plaque:

- Best Appetizer
- Best Main Dish
- Best Dessert
- Most Unique Dish
- Best Booth Decoration

This competition is free of charge. **One menu item may be submitted** (with Vendor Application) per food establishment for the Taste of Frisco competition and the menu item must be sold at Event. There will also be a "Best of Show" award.





I. BOOTH SPACE AND SIGNS:

Vendor is prohibited from selling merchandise, distributing literature, performing an activity, etc. from an area other than within their designated booth space.

Vendor booth space includes the following:

- 10' x 10' covered booth
- Two countertops
- Three 6' tables
- Two chairs
- Hand sink will be provided between each booth
- One quad 120-volt, 20 amp electrical outlet box
- One (1) pre-printed booth sign with restaurant name, if requested
- One 30 gallon trash container

J. BOOTH SIGNAGE:

Vendor is permitted and encouraged to decorate its booth space as it pleases; however, all material draped from the exhibit space must meet City of Frisco fire code and not be of an offensive nature, as solely determined by the Event Manager, or the Event Manager may require that Vendor remove the same.

All signage and easels must be displayed within the designated booth space.

Vendor is permitted to utilize custom signage.

The Event Manager also reserves the right, in his/her sole discretion, to require modifications of any exhibit

K. EVENT HOURS AND SET-UP/TEAR DOWN SCHEDULE:

DATE	EVENT HOURS	SET-UP	TEAR DOWN
July 4, 2018	4 p.m. – Fireworks end (Approx. 10:45 p.m.)	10 a.m. – 3 p.m.	10:45 p.m. – 8 a.m.

There will be a mandatory meeting for all participating restaurants on Friday, June 22, 2018 at 2 p.m. in the City Council Chambers, 6101 Frisco Square Blvd.

Vendor must exhibit booth the entire length of the Event unless other previous arrangements are made, in writing, with the Event Manager. Vendor concessions must remain open during all Event hours. Please plan to have a





back-up plan to bring in extra food in case you run out early. You **must** have food available for sale for the entire length of the Event.

Vendors will be allowed access to their booth space during set-up and teardown times only. Access to booth space during Event hours will be permitted from designated entrances only. Cars must be parked in permitted areas only.

Teardown may not begin within the designated area until after the fireworks. **Vehicles and equipment may not have access for tear down until the City of Frisco Police Department representatives make an announcement that the street is clear.**

Should the Event be postponed or cancelled for any Act of God, public safety, welfare, or for any reason whatsoever, Vendor hereby releases and forever discharges the City of Frisco, its officers, council members, employees, representatives and agents from any and all liability and claims for damages which result from such postponement or cancellation.

L. INSURANCE:

Vendor must show proof of the following insurance coverage that it has purchased at its own expense to reserve booth space no later than June 8, 2018:

Contractors providing goods, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence



and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$2 Million Dollars

(If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

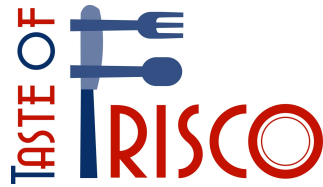
(If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

M. ELECTRICAL:

Each booth will receive one quad 120-volt, 20-amp outlet box.

Written confirmation of the number of outlets you require must be received no later than June 8, 2018 or we cannot guarantee you will be provided with the proper electrical service during the Event. If we have not received this written information by June 8, 2018, your booth will automatically receive one quad 120-volt, 20-amp outlet box. If extra electrical service is required, you can purchase any of the following electrical outlets at the following prices: additional quad boxes (4 outlets) 120-volt, 20 amp outlets for \$50 each; single 220-volt, 30 amp outlets for \$50 each; single 220-volt, 60 amp outlets for \$90 each; single 220-volt, 100 amp outlets for \$140 each. Additional electrical requirements will require an approved fire extinguisher be placed in the booth at the discretion of the Fire Code Official.





By June 8, 2018, Vendor must also provide written confirmation of the equipment and its amperage that will be used at the Event. If you are plugging in equipment that has not been pre-approved, you may be asked by the Event Manager to discontinue its use.

The use of an extension cord is not recommended; however, only commercial-grade extension cords may be used, they must remain free and clear from public traffic and in accordance with all applicable City of Frisco codes, as amended.

N. HEALTH & SAFETY REQUIREMENTS

The City of Frisco Health & Food Safety Division must approve the menu items served prior to the event. They must also approve the vehicle and set up of the booth and on-site cooking facility in its state of operation. Booth layout, equipment and menu must be approved prior to set-up. Please call 972-292-5379.

Failure to adhere to these guidelines can result in denial of your application or closing of your temporary food establishment.

APPLICATION SUBMITTAL:

Please submit together a list of all foods to be served and their sources, a proposed layout of the stand including equipment, POS and food locations, and a list of all equipment to be used for cooking, storing, transporting, preparing and holding food items (i.e. temperature control). As mentioned in Section E of the vendor agreement, there is ONLY a \$50 fee for on-site cooking.

GENERAL:

1. All food service preparation areas must be clean and well maintained.
2. Employees must be free from any diseases and infections that can be transmitted.
3. Employees must maintain a high degree of personal hygiene.
4. Employees must have access to adequate restroom facilities.
5. Suitable hair restraints, which include hairnets or ball caps are required in food preparation areas.
6. Personnel may not eat, smoke or drink in food preparation areas.

FOOD PROTECTION:

All food establishments must have a suitable covering over the food preparation, storage, cooking and serving areas. See additional Fire Safety requirements below.

1. All hot foods must be maintained at a temperature of not less than 135°F. All cold foods must be maintained at a temperature of not more than 41 degrees.
2. All food and food service equipment shall be stored at least 6 inches off the floor or ground at all times.
3. All food items must be covered with a lid or some other durable type material at all times. Sneeze guards or minimum of 5' distance from food may be required.
4. All food items must be handled with a serving utensil.
5. Gloves may be worn. **Bare hand contact with food is prohibited.**



6. Food service thermometers must be present in the food preparation area. Thermometers must be metal stem and accurate within 2°F. Thermometers shall also be located in all refrigeration and freezer areas.
7. Potentially hazardous food products shall be held in dry refrigeration that is maintained at 41°F degrees or less.
8. Frozen products must be held at 0°F or less. Regardless of event duration, ice shall not be used as a coolant for uncooked animal products (including, but not limited to hamburger, chicken or eggs). Ice chests will be allowed to store commercially bottled or canned products only.
9. Condiments provided for the customer's use including onions, relish, sauces, peppers, catsup, mustard, etc., shall be dispensed as single serve packets or from squeeze-type, shelf-stable containers.
10. Baked goods shall be portioned and wrapped prior to sale.
11. Home preparation of food is not permitted. Proof of origination or purchase of food products may be requested on site.
12. No ice will be allowed to be given to the consumer. Ice will only be allowed for use with snow cones. Ice for snow cones must remain in original bags until use. Ice storage containers of chilled cans or bottles must have open drains to prevent submergence in melted ice.

HAND WASHING:

1. A convenient hand washing facility shall be available within the food preparation area or in a location approved by Health & Food Safety. This facility shall consist of an insulated container with a spigot that can be turned on to allow potable, clean warm water to flow; a wastewater container; soap; disposable towels; and, a waste receptacle.
2. Hand sanitizer is not a substitute for proper hand washing.
3. Food handling personnel must wash their hands as frequently as necessary to keep them clean. Disposable gloves may not be used in lieu of hand washing.

WATER SOURCE:

1. Temporary food service establishments must have access to potable water from an approved source. Approved sources include: commercially bottled drinking water, closed portable water containers, enclosed vehicular water tanks, on-premise water storage tanks, or piping, tubing or hoses connected to an approved source approved by the plumbing regulatory authority. **City of Frisco does not provide potable water.**

FOOD CONTACT SURFACES:

Food contact surfaces of equipment shall be protected from contamination by the environment, consumers and other contaminating agents. Where helpful to prevent contamination, effective shields or covers shall be provided. The shields or sneeze guards must meet NSF Standard 2.

WASTEWATER & TRASH DISPOSAL:

1. Wastewater must be disposed of in the sanitary sewer or an approved on-site sewerage system. Wastewater cannot be disposed of in the grass or on the ground.
2. Covered trash containers must be provided, made of non-absorbent material and rodent-proof. All trash must be bagged.
3. Trash collection areas and servicing must be approved by the Environmental Services Division of the City of Frisco (972-292-5900).



SINGLE SERVICE ARTICLES:

All temporary food establishments shall provide only disposable single service articles for use by consumers. No plates or non disposable utensils may be used. No reusable items such as ceramic plates or metal silverware may be provided for consumer use.

FLOORS:

Floors shall be constructed of concrete, asphalt, tight wood or other similar cleanable materials kept in good repair. Dirt or gravel, when graded to drain, may be used as sub-flooring when covered with clean, removable platforms or buckboard, or covered with wood chips or other suitable material effectively treated to control dust and grease droppings.

EQUIPMENT:

Equipment shall be approved by Health & Food Safety and be adequate in number and capacity to provide food temperatures as specified above. Equipment shall be installed and located in a way that prevents food contamination and that also facilitates cleaning. All events greater than 4 hours long shall provide food equipment that is ANSI-sanitation approved and carries a certification listing such as NSF, ETL-sanitation or UL-sanitation.

SANITIZING WATER:

Unless food is pre-portioned and pre-wrapped for sale, all temporary food service establishments must use the three- (3) step process for proper washing, rinsing and sanitizing of food service equipment and utensils used in the preparation process. A 3-compartment sink or other approved basin-type set up is recommended to accomplish this process. Other processes may be approved for sanitizing and ware washing. Please call Health and Food Safety for approval of alternate processes. Sanitizing solution must be 50 ppm if chlorine is used and 200 ppm if quaternary ammonia is used (or per manufacturer's instructions). Test papers must be available on site.

RODENT CONTROL:

All temporary food service establishments must provide for proper fly and rodent control as outlined by the Texas Department of State Health Services rules on food safety.

FIRE SAFETY:

A fire extinguisher must be provided by each vendor that is preparing food on site using heat. All open flames must be pre-approved through the Fire Department (972-292-6300). Grease and drippings from grills must be contained and disposed of properly. Tents and awnings, if used, are subject to a separate permit. A flame-retardant letter must be submitted with permit.

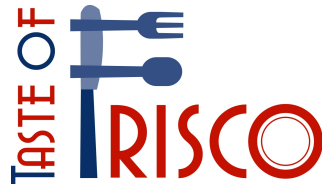
PERSONNEL KNOWLEDGE:

Personnel working the event must have had food safety training as either a Certified Food Protection Manager or a Food Handler.

SMOKING:

Smoking shall not be permitted. "No Smoking" signs will be conspicuously posted.





FIRE EXTINGUISHERS:

One fire extinguisher, minimum rating 2A: 10B; C is required at each on site cooking/heating location.

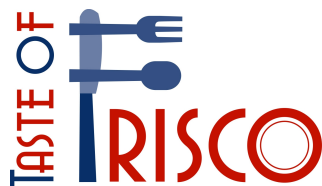
BOOTH SAFETY:

1. All booth sides and top shall be flame-retardant material or made flame-retardant by chemical treatment. An affirmation or affidavit shall be posted at premises attesting to flame-retardancy with copy to the Fire Prevention Division in advance of booth erection.
2. Required minimum clear width of exits, aisles, and passageways shall be maintained at all times.
3. Any unforeseen condition that presents a fire hazard, or would contribute to the rapid spread of fire, or would delay or interfere with the rapid exit of persons from the tent, or would delay or interfere with the extinguishment of a fire and which is not otherwise covered by these rules shall be immediately abated, eliminated or corrected as ordered by the Fire Department Chief or designated representative.

FOOD VENDOR REQUIREMENTS FOR ON SITE/OUTDOOR COOKING:

1. Pre-approval is required and limited.
2. The preceding rules and regulations apply.
3. Please call the Frisco Fire Department for questions concerning on site outdoor cooking at 972-292-6321.
4. No open flame cooking within ten (10) feet of a building, tent or grandstand.
5. No liquefied petroleum gas within ten (10) feet of a building, tents or grandstand.
6. **Must provide ONE fire extinguisher**, minimum rating 2A: 10B; C, at each **cooking or heating location**.
7. Approved metal barrels with tight fitting lids that are clearly marked "ASHES ONLY" must be provided on site for the disposal of charcoal and wood ashes.
8. All weeds and flammable vegetation shall be removed from the premises adjacent to or within 35 feet of any booth. Hay, straw, trash, or other flammable material shall not be stored less than 35 feet from any booth, except upon special permission of the fire chief or designated representative. The grounds both inside and outside of booths shall be kept clear of combustible waste. Such waste shall be stored in approved containers or removed from the premises.





O. SECURITY:

The Event Site will be secured continuously throughout the duration of the Event. Merchandise may be left at the owner's sole risk and responsibility. The City of Frisco will provide 24-hour police security beginning Tuesday, July 3, 2018 at 10:00 p.m. and ending Wednesday, July 4th, 2018 at midnight, but the City of Frisco makes no representations as to the sufficiency of such security measures.

The City of Frisco assumes no responsibility for any property placed on the premises, and is released from any liabilities for any loss, injury or damage to person (including death) or properties that are sustained by reason of the occupancy of the Event site under this Agreement. All watchmen or other protective service desired by Vendor must be arranged for by special written agreement with the Event Manager.

P. PARKING:

Vendor shall not park any vehicle on or near the location of the Event in other than designated parking areas. Personal vehicles may be used to make deliveries to Vendor booth(s), but must be parked in designated area immediately after unloading. Parking and vehicles are not allowed in City Hall Plaza during Event hours. Vehicles parked in non-authorized areas shall be subject to towing.

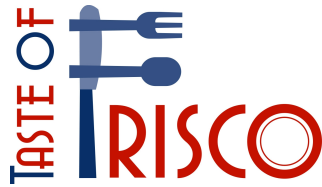
Q. INDEMNIFICATION:

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF FRISCO, ITS RESPECTIVE OFFICERS, COUNCIL MEMBERS, VOLUNTEERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITY, LAWSUITS, JUDGMENTS, DAMAGES, INJURIES (INCLUDING DEATH), COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, FOR INJURY TO PERSON OR PROPERTY OR DEATH OF ANY PERSON RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT PERFORMED OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT BY VENDOR, ITS AGENTS, OFFICERS, REPRESENTATIVES AND EMPLOYEES, INCLUDING BUT NOT LIMITED TO SERVING FOOD. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

VENDOR, ITS OFFICERS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS, AGENTS AND EMPLOYEES DO HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGE, INJURY OR LOSS TO ANY PERSON OR PROPERTY, INCLUDING THE DEATH OF ANY PERSON, THAT MAY BE CAUSED, IN WHOLE OR IN PART, BY THE ACT OR FAILURE TO ACT OF THE CITY OF FRISCO, ITS RESPECTIVE COUNCIL MEMBERS, OFFICERS, AGENTS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS OR EMPLOYEES. VENDOR, ITS OFFICERS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS, AGENTS AND EMPLOYEES ASSUME THE RISK OF ALL CONDITIONS, WHETHER DANGEROUS OR OTHERWISE, IN AND ABOUT THE PREMISES OF FRISCO AND THE EVENT, AND WAIVE ANY AND ALL SPECIFIC NOTICE OF THE EXISTENCE OF ANY DEFECTIVE OR DANGEROUS CONDITION IN OR ABOUT THE SAID PREMISES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

VENDOR HEREBY RELEASES THE CITY OF FRISCO AND ITS RESPECTIVE COUNCIL MEMBERS, OFFICERS, AGENTS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS AND EMPLOYEES FROM ANY ACTIONS FOR ANY LOSS OR DAMAGE SUSTAINED BY REASON OF ANY DEFECT OF ANY PART OF THE WATER SUPPLY SYSTEM, THE SEWAGE AND DRAINAGE SYSTEM, THE GAS SYSTEM, ELECTRICAL





APPARATUS AND/OR WIRING ON THE EVENT SITE OR BOOTH(S) OR ANY OTHER PREMISES OR BAND STAND, AND FOR ANY LOSS OR DAMAGE RESULTING FROM FIRE, THEFT, WATER, TORNADO, RAIN, SNOW, STRIKES, CIVIL COMMOTION RIOT, OR OTHERWISE CAUSED BY THE GROSS NEGLIGENCE OR NEGLIGENCE OF THE CITY OF FRISCO AND ITS RESPECTIVE COUNCIL MEMBERS, OFFICERS, AGENTS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS OR EMPLOYEES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

R. GENERAL RULES & REGULATIONS:

All Vendor Agreements received by companies who do not currently hold a Frisco Food Service License or who are not currently located within Frisco city limits will be evaluated on a case-by-case basis by the Event Manager. The Event Manager must issue written permission to this company before the Agreement is accepted. Frisco reserves the right to negotiate sponsorship agreements that allow other companies the right to sell and or distribute food and beverage products at the Event.

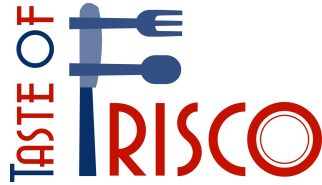
During the course of the Event, Vendor shall maintain the areas inside their booth(s) in a clean and sanitary condition. Vendor agrees that its activities shall be conducted in a clean, orderly, and legitimate manner and in accordance with existing ordinances and laws. No rubbish, glass, or bottles of any kind shall be thrown upon the grounds or in any buildings by Vendor or anyone working under or for Vendor. Vendors will receive 1 (one) 30-gallon trash receptacle. The contents of Vendors trash receptacle may be placed in a trash dumpster at the Event. Vendor is responsible for ash, grease, oil and general clean up of its booth space(s) and surrounding areas.

The City shall have the right, but not the duty, to supervise the manner of exercising the operations of the activity by Vendor. However, in doing so, as solely determined by the City, the City is expressly not accepting responsibility for such operations and conduct. Vendor shall remain solely liable for such operation and conduct.

All property of Vendor shall be removed from the Event site on or before Wednesday, July 5th at 8 a.m. (the "Time of Removal") or prior to the Time of Removal in the event of termination of this Agreement. If any part of the Vendor's booth(s) is not vacated at or before the Time of Removal or within a reasonable time, as solely determined by the City, following the termination hereof, then the City is authorized to remove from the premises and store, without resorting to any legal proceeding and at the sole expense of Vendor, all property occupying a portion of the Vendor's booth(s) and shall not be liable for any damage to and/or loss of any property sustained during its removal and storage. Upon termination of this Agreement, Vendor shall deliver the Vendor booth(s) area to the City in as good condition as at the beginning of the term of this Agreement, except for ordinary wear and tear. The terms of this paragraph shall survive the termination of the Agreement.

The City may designate certain of its agents, officers, representatives or employees as inspectors and Vendor agrees that the inspectors have the right, at any time and as often as the City may consider necessary, to inspect property, services or activities of Vendor on the premises. Vendor shall give the inspectors free access to any space used by Vendor or under its control for the inspection and shall, upon request of an inspector, operate any machinery, mechanical devices, or electrical appliances owned, maintained, or in the possession of Vendor on the premises, and/or operate any process or activities carried on by Vendor. The police and fire force or other authorized agents of the City of Frisco shall be given free





access in accordance with the rules and regulations of the City at any time to any space used by Vendor or under its control, for the purpose of maintaining order and safety or of enforcing any rule or regulation of the City of Frisco.

Failure by Vendor to comply with any of the terms of this Agreement shall be sufficient cause for termination of this Agreement by the City of Frisco. In the event of termination, Vendor shall immediately vacate Event property removing all equipment, materials, and supplies; in addition, the City shall have other rights and remedies available at law or in equity, which rights and remedies shall be cumulative. Vendor acknowledges that this Agreement is not a lease but only a revocable license to operate the activity described herein.

Vendor agrees that its employees involved with Event shall not drink beer, wine or any other alcoholic beverage while in performance of their duties under this Agreement. **Alcoholic beverages may NOT be brought into any part of the Event area including, without limitation, the Vendor booth.**

This 2017 Taste of Frisco Vendor Agreement contains the entire agreement between Vendor and City of Frisco and may not be amended, modified or altered without the express written Consent of Frisco.

This Agreement may be subject to any and all reasonable rules and regulations imposed by the City of Frisco. This Agreement shall be interpreted by Texas law and is performable for all purposes in Collin County, State of Texas.

The officer or agent of the Vendor signing this Agreement acknowledges they are the properly authorized officials and have the necessary authority to execute this Agreement.

Restaurant/Entity to occupy booth

Main Telephone Number

Representative Name

Representative Title

Representative Signature

Date of Signature

Representative Email Address

Fax Number

This application is conditionally accepted based on compliance of all requirements within the 2017 Taste of Frisco Vendor Agreement, as well as all insurance and health and safety requirements are met.

ACCEPTED BY:

City of Frisco Representative

Date

