



Phone: 214.865.8717
Email: info@tasteofpleasantgrove.com
Online: www.tasteofpleasantgrove.com

Vendor Guidelines

REGISTRATION FEES AND DEADLINES

The cost of vendor booth space is \$50.00.

Booth space fees allow Taste of Pleasant Grove Vendor (hereinafter referred to as "Vendor") to exhibit and sell product at the Taste of Pleasant Grove event (hereinafter referred to as the "Event").

Participating vendors may retain 100% of sales and no percentage must be given back to the event.

Vendor spaces at the event are all on grass. Please note that onsite cooking is permitted only if a sheet of plywood base acts as flooring for your cooking area (ie. placed underneath the grill).

Vendors offering food or beverage for sale or sampling must adhere to the Temporary Food Regulations of the City of Dallas, including the acquisition of a temporary food permit. A copy of the regulations is available on the event website. (There may be opportunity to group your food vendor booth with others under one permit, thereby saving expense on the temporary license. Please contact our event staff to find out how).

No alcohol sales. This is a smoking-free event.

All food vendors are required to provide a sampling menu priced from \$1 - \$3, alongside their regularly priced restaurant menu.

Vendors and booths must be appropriately dressed for a family-friendly environment.

BOOTH LOCATIONS

All spaces will be approximately 10' x 10' and located outdoors on grass.

Booths will be assigned at random, unless otherwise advised by the Taste of Pleasant Grove.

Space is limited so applications received on or before the July 12, 2013 deadline will be given first priority. Applications are subject to availability after July 12, 2013.

A site plan will be provided in the vendor pre-event packet.

PRODUCTS

All products sold must be appropriate for a festive and family-friendly environment.

The Taste of Pleasant Grove event has the right to accept or deny a Vendor for any reason.

The number of Vendors allowed in each category will be limited to create an appealing mix of products.

APPLICATION PROCESS

Each Vendor is required to submit the completed Application with a description of all products to be sold during the Event. Vendor Applications will be considered incomplete without proper description and could delay acceptance. All products to be exhibited must be represented in the application or Vendor may be asked to remove items and be subject to forfeiture of booth space and fees.

Applications submitted after the July 12 deadline will be automatically placed on a waiting list.



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Please note that the name of the individual listed on the Application is required to be present during Event.

VENDOR SELECTION

Vendor understands that submission of this Application does not guarantee selection into Event.

VENDOR NOTIFICATION

Vendors will be emailed notification of acceptance and non-acceptance within 48 hours after Application submission.

Vendors placed on the waiting list will be notified as booth space becomes available.

CANCELLATION POLICY

No refunds for cancellations will be allowed after 5:00 p.m. on Friday, July 12, 2013.

All cancellations shall be in writing and emailed to info@tasteofpleasantgrove.com.

The Taste of Pleasant Grove reserves the right to cancel any Vendor at any time for any reason, without penalty to the Taste of Pleasant Grove.

Vendor shall not sublet or assign their Vendor space to any other person, or any of the privileges conveyed herein, except with the prior written approval of the Event Administrator. Any approved assignee shall be subject to all the provisions and requirements of the event. Any Vendor who is not setup by the designated time will be assumed absent and space forfeited.

EVENT HOURS AND SET-UP/TEAR DOWN SCHEDULE

DATE	EVENT HOURS	SET-UP	TEAR-DOWN
July 27, 2013	8am – 8pm	6:00am – 8:00am	8:00pm – 9:00pm

Vendors must remain open during all Event hours, unless other previous arrangements are made with the Event Administrator.

Access to the festival grounds during Event hours will only be permitted from the designated areas. Vehicles left unattended in non-designated areas shall be towed.

SECURITY

The Event site will be secured continuously throughout the duration of the Event.

The Taste of Pleasant Grove assumes no responsibility for any property placed on the premises of the Event by or on behalf of Vendor, and Vendor releases the Taste of Pleasant Grove, its officials, officers, employees and agents from and waives any and all claims, actions, or liabilities against the Event, its officials, officers, employees, and agents for any loss, injury or damage to person or property that are sustained by reason of the occupancy of the Event site under this permit.

PARKING

Each Vendor will be provided one (1) reserved pass for parking in a designated area. Vendor shall not park any vehicle on or near the location of the Event in other than the designated parking areas. Vehicles parked in non-authorized areas shall be towed at owner's expense.



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LIABILITIES

Vendor shall indemnify Taste of Pleasant Grove, its officers, employees and agents against, and hold the Event, its officers, employees and agents harmless from, any and all claims, actions, causes of action, liability, lawsuits, judgments, damages, injuries, 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 Contract by Vendor, its agents, officers and employees. This indemnity is intended to protect Taste of Pleasant Grove, its agents, officers and employees, from the consequences of their own negligence. The provisions of this paragraph shall survive the termination of this Contract. Vendor, its officers, 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 Taste of Pleasant Grove, its officers, agents or employees.

Vendor, its officers, agents and employees assume the risk of all conditions, whether dangerous or otherwise, in and about the premises of Taste of Pleasant Grove, 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 contract.

Vendor hereby releases Taste of Pleasant Grove 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 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 or riot, or otherwise caused by gross negligence of Taste of Pleasant Grove.

GENERAL RULES & REGULATIONS

Taste of Pleasant Grove has and reserves the right to negotiate sponsorship or other agreements that allow other companies or persons 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 the ordinances, laws, rules, regulations, standards, and policies of Taste of Pleasant Grove and any other governmental authority. 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 must provide their own trash receptacle. The content of Vendor's trash receptacle may be placed in a trash dumpster at the Event.

Vendor is responsible for trash (including boxes) and general cleanup of its booth space(s) and surrounding area.

Taste of Pleasant Grove shall have the right, but not the duty, to supervise the manner of exercising the operation of the activity by Vendor. However, in doing so Taste of Pleasant Grove is expressly not accepting responsibility for such operations and conduct. Vendor shall remain liable for all such operations and conduct.

All property of Vendor shall be removed from the Event site by 9:00pm July 27, 2013, (the "Time of Removal") or prior to the Time of Removal in the event of termination of this permit. If any part of the Vendor's Booth(s) is not vacated at or before the Time of Removal or within a reasonable time following the termination hereof, then Taste of Pleasant Grove 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 or loss of any property sustained during its removal and storage. Upon termination of this permit, Vendor shall deliver the Vendor booth(s) area to Taste of Pleasant Grove in as good condition as at the beginning of the terms of this permit, except for ordinary wear and tear. The terms of this paragraph shall survive the termination of the permit.



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Taste of Pleasant Grove may designate certain of its agents, officers or employees as inspectors, and Vendor agrees that the inspectors have the right, at any time and as often as Taste of Pleasant Grove may consider necessary, to inspect any 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, or operate any process or activities carried on by Vendor. The police and fire force or other authorized agents of Taste of Pleasant Grove shall be given free access 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 Taste of Pleasant Grove.

Vendor agrees to pay promptly all taxes and applicable fees to take out all permits and licenses, municipal, state or federal, required for the permitted usage. Vendor agrees to furnish Taste of Pleasant Grove, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees and showing that all required permits and licenses are in effect.

Vendor acknowledges that this permit is issued solely to allow Vendor to operate and conduct the activity described herein, and is subject to revocation or termination by Taste of Pleasant Grove or the City of Dallas at any time and for any reason, including, without limitation, the failure by Vendor to comply with any of the terms of this permit.

In the event of revocation or termination, Vendor shall immediately vacate the Event site and property, removing all equipment, materials, and supplies. In addition to any remedy set forth in this permit, Taste of Pleasant Grove shall have other rights and remedies available at law, in equity, or otherwise, which rights and remedies shall be cumulative.

Vendor acknowledges that this permit is not a lease but only a revocable permit to operate the activity described herein. Taste of Pleasant Grove shall have other rights and remedies available at law, in equity, or otherwise, which may be available to Taste of Pleasant Grove, which rights and remedies shall be cumulative, and the use of any one right or remedy by either party shall not preclude or waive the right to use any or all other remedies. The failure by either party to exercise any right, power, or option given to it by this permit, or to insist upon strict compliance with the terms of this permit, shall not constitute a waiver of the terms and conditions of this permit with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this permit shall survive the cancellation, expiration or termination of this permit, except as otherwise expressly set forth herein.

Vendor agrees that its employees, representatives, agents, or contractors involved with Event shall not drink beer, wine or any other alcoholic beverages while in performance of their duties under this permit.

This permit contains the entire agreement of Vendor and Taste of Pleasant Grove and may not be amended, modified or altered without the express written consent of Taste of Pleasant Grove.

This permit is subject to any and all ordinances, laws, standards, policies, rules and regulations of Dallas County. In the event of any action under this permit, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this permit; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this permit.

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