

# Floresville Peanut Festival



SUNDAY FOOD BOOTH AT EVENT CENTER LOCATION

October 9<sup>TH</sup>, 2011

PLEASE PRINT

Vendor

Name \_\_\_\_\_ Email \_\_\_\_\_

Vendor

Address \_\_\_\_\_

Telephone Number (s) (\_\_\_\_) \_\_\_\_-\_\_\_\_ (\_\_\_\_) \_\_\_\_-\_\_\_\_

Sales Tax ID# \_\_\_\_\_

Payments must be made in full with your application and signed contract (indemnification). No personal checks will be accepted. ONLY cash, cashiers check or money order. NO booth spaces will be assigned until your payment is received in full. This arrangement is non-negotiable. NO EXCEPTIONS. Booths will be assigned in the order they are received. Serving must be restricted to **TWO (2) primary foods per space. NO DRINKS** (sodas, water, etc). Requested food item(s): \_\_\_\_\_

Booth may begin set up starting at 7:00am till 9:45am on Sunday October 9<sup>th</sup>, 2011. \*\*a 12 X 12 booth size is standard, but we will work in other sizes where we can. Booths should be free standing with NO pegs or guy wires. Absolutely nothing can be on the patio surface. No loading up to leave is allowed until 6:00pm. Booths can remain open until 10:00pm at vendors option. Everything must be removed by 12 midnight.

Please mail Application, Contract and Payment to:

Tami Ramzinski, Event Center Booth Coordinator  
PO Box 81, Floresville, TX 78114

Contacts: Tami (210) 355-3644 tramzinski@flash.net  
Donnie (210) 663-3957 peanutdonnie@yahoo.com

Booth Space Fees: Flat Rate- \$200 per 12x12 space

**Vendor retains 100% of sales**

## **City of Floresville Permit is \$25.00**

YOU MUST PROVIDE YOUR FOOD HANDLER'S PERMIT BEFORE YOU WILL BE ALLOWED TO SELL ANY FOOD ITEMS. THE TEST IS OFFERED ON-LINE AT THE STATE HEALTH DEPARTMENT WEBSITE. PLEASE DO NOT WAIT TILL THE LAST MINUTE. THIS CREATES PROBLEMS WITH THE WILSON COUNTY HEALTH DEPARTMENT. YOU MAY OBTAIN A BOOK AT THE HEALTH DEPARTMENT \$20 FOR A COPY.

**\*\*AGAIN, ABSOLUTELY NOTHING CAN BE ON THE SIDEWALKS!!!**

Check our website: [www.floresvillepeanutfestival.org](http://www.floresvillepeanutfestival.org) for updates!

### **Saturday Rodeo Vendor Timeline**

- 7:00am-** Vendors may begin setup
- 11:00am-** Vendors must be completed with setup
- 11:00am-** Rodeo Registration Begins
- 12:00pm-** Rodeo Begins
- 6pm-9pm-** Rodeo ends

### **Sunday Rodeo Vendor Timeline**

- 7:00am-** Vendors may begin setup
- 11:00am-** Vendors must be completed with setup
- 11:00am-** Gates open to public
- 6pm-9pm-** Rodeo ends, vendor teardown may begin
- 12:00am-** All items must be removed from grounds

### **Sunday Patio Vendor Timeline**

- 7:00am-** Vendors may begin setup
- 9:45am-** Vendors must be completed with setup
- 10:00am-** Vehicle traffic ends on grounds except rodeo spectators
- 11:00am-** Gates open to public
- 6:00pm-** Grounds close vendor teardown may start
- 10:00pm-** All vendors must close
- 12:00am-** All items must be removed from grounds

# Sunday Event Center Only

## PEANUT FESTIVAL BOOTH INDEMNIFICATION

This Contract and Indemnification is made between the Floresville Peanut Festival Association, a Texas non-profit association (referred to as "We" or "The Association"), and \_\_\_\_\_ as Vendor

(Referred to as "You" or "The Vendor"), and is as follows:

We are renting to You booth space for your use in selling food, crafts, or other approved items (NO DRINKS), in accordance with the rules of the Floresville Peanut Festival Association. We are leasing You this space in accordance with the schedule printed above. You, as Vendor, agree to abide by all rules and regulations promulgated by the Floresville Peanut Festival Association which are provided to you at or before the time of your initial booth setup as identified above. In addition, you must comply with all requirements of the Wilson County Health Department, including obtaining the necessary permit from the Wilson County Health Department. Without this permit you will not be permitted to construct your booth.

The Association will not permit You to dump any hot coals, food by-product, grease, fluids, or other unsanitary or unsafe items in any trash barrels or containers on the grounds. Rather, all food by-products, grease fluids, hot coals, or other unsanitary or unhealthy or unsafe items must be disposed of by You and removed from the festival grounds.

You are solely responsible for removing your own trash cans, trash bags, refuse, and garbage, and for arranging for dumping of all such trash and refuse in a sanitary and safe manner. You are solely responsible for the clean up around your booth, and for keeping the booth area, including the immediate surrounding area where customers will be located, free and clear of all trash, garbage, refuse, unsanitary, or unhealthy items.

No open fire or hot oil shall be located outside of any food booth areas. Any hot oil or open fires must be kept in such a manner so as to meet the requirements of the Floresville Volunteer Fire Department, the Floresville Fire Marshall, the Wilson County Health Inspector, and any other entity having jurisdiction. Specifically, all cooking equipment, including all ovens, open fires, and hot oil, must be protected against contact by any person or persons whatsoever (specifically including bar-b-que pits) by boards, ropes, caution tape, physical barriers, or otherwise.

We, The Association, are not responsible for the safety, health, or welfare of your owners, employees, family members, or other participants, nor are we responsible for the safety of your vehicles, booths, equipment, supplies, or property. Further, You agree to indemnify and hold The Association harmless from any and all claims, damages, or assertions of liability by any person or persons whatsoever arising out of or in any way related to any of your activities at the Floresville Peanut Festival. In the event that You have breached any of the terms of this agreement during the festival, The Association shall have the right (but not the obligation) to cancel this lease, and to have you remove the booth, and all of your equipment and supplies immediately. In the event that the damages caused to The Association by your breach, you will remain liable to The Association for all such amounts.

This agreement constitutes the final understanding of the parties with respect to the subject matter hereof. This agreement shall be solely enforceable in the District Court of Wilson County, Texas. The terms of this agreement may not be contradicted or modified by any evidence of any prior or contemporaneous oral or written agreements, and the terms hereof may not be modified by any agreement except by a written agreement signed by both parties and dated after the date hereof.

SIGNED on \_\_\_\_\_ 200

FLORESVILLE PEANUT FESTIVAL ASSOCIATION

VENDOR \_\_\_\_\_

BY: \_\_\_\_\_

Authorized Agent