



# PLANO ASIAFEST '13

The 10<sup>th</sup> Annual Plano Asian American Heritage Festival

10:30 am - 5 pm Saturday May 4<sup>th</sup>, 2013 in Haggard Park, Plano, TX

## FOOD COURT BOOTH PARTICIPANT FORM

**REGISTRATION DEADLINE: April 2<sup>nd</sup>, 2013**

This form represents the contract between the Vendor of goods and services and the Grantor, The Celebrating Asian American Heritage Foundation, a 501(c)(3) Texas nonprofit organization charged with the responsibility of organizing and conducting the annual Plano ASIAFEST to showcase the multicultural aspects of the City of Plano. Grantor stipulates herein conditions for Vendor to participate in the Festival. As the Festival is an outdoor event, weather conditions may arise which are hazardous to all concerned; in that event, the Festival will be canceled with forfeiture of all fees save refundable deposits.

### Application Instructions:

1. Email the completed form to [FOOD@AsianAmericanHeritage.org](mailto:FOOD@AsianAmericanHeritage.org) or FAX to 214-461-0488
2. Mail a signed copy of this form with your check (payable to CAAHF) no later than April 2<sup>nd</sup>, 2012 to: CAAHF, c/o June Kang, 3941 Legacy Dr. Suite 204 #B127, Plano, TX 75023

Date \_\_\_\_\_ Contact Name \_\_\_\_\_

Organization Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Phone: Work \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Menu – Please list every item that will be served: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Will your booth require electrical power? Yes or No If yes, how many watts (over 1,500 Watts must be approved in advance)? \_\_\_\_\_

**FEES:** The fee for a food booth is \$250 of which \$50 will be refunded with proof of a thorough clean up of your booth at the end of the festival. The \$250 fee is due in full by April 2<sup>nd</sup>, 2013 in order to guarantee your attendance at this year's festival.

Food Coordinator: **David Yu** [Food@AsianAmericanHeritage.org](mailto:Food@AsianAmericanHeritage.org) \_\_\_\_\_ Vendor Initials

Tel: **214-556-9852**

THIS FORM CONSISTS OF FOUR PAGES. PLEASE FILL-IN AND INITIAL ALL PAGES TO INDICATE ACCEPTANCE OF ALL CONDITIONS.

## CONSENT AND RELEASE

I give permission to the Celebrating Asian American Heritage Foundation and/or its agents and sponsors for the recording, reproduction, and broadcasting/telecasting of any visual or aural occurrences during ASIAFEST '13 or its preparation.

I assign all rights and release from liability the Celebrating Asian American Heritage Foundation and/or its agents for the recording, reproduction, exhibition, broadcasting, telecasting, and distribution of my visual image, biography, voice, musical and/or theatrical performance, and musical text and/or written text materials used in such performance in connection with the production of ASIAFEST '13.

The undersigned hereby releases and forever discharges ASIAFEST '13, Celebrating Asian American Heritage Foundation, its officers, directors, employees, attorneys, agents, and assigns, and all other persons, firms, or corporations liable or who might be claimed to be liable ("Organization"), none of whom admit any liability to the undersigned, but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, and particularly without limitation on account of all injuries or claims, known and unknown, both to person and property, which may result or may in the future develop from any activities taking place in connection with the activities contemplated hereby.

The undersigned hereby indemnifies and agrees to defend and hold the Organization and its sponsors harmless from and against any claims, demands, loss, damage, or expenses resulting from the negligent acts or omissions of the Organization that may result or may in the future develop from any such activities.

I understand that the Celebrating Asian American Heritage Foundation reserves the right to refuse participation in ASIAFEST '13.

Signature \_\_\_\_\_

Title/Designation \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_ Vendor Initials

CONTINUATION OF FOOD BOOTH APPLICATION FORM

**HOURS AND RULES OF OPERATION**

1. The cost of each 10x10' food booth at the Festival is \$250 of which \$50 is refundable with proof of a thorough clean up at the end of the Festival. The Festival will not require a percentage of your proceeds.
2. Hours of Operation are 11 AM to 5 PM on Saturday, May 4<sup>th</sup>, 2013.
3. All setup of the booth must be complete for City Health Inspection by 10 AM on the day of the Festival, May 4th, 2013.
4. The Vendor is responsible for obtaining and abiding by any and all necessary health permits and guidelines from the City of Plano. Contact: Pamela Webb (Plano Health Dept), **972-941-7143**. Health Permit Deadline: **April 12, 2013**.
5. Festival provides a Certificate of Flame Retardancy for all tents and canopies with the Special Events Permit. Flames from any cooking devices under tents must maintain a 10' clearance from flame to top, bottom, or side of tent. Festival provides one fire extinguisher for each cooking tent. Vendor must identify his/her operation as cooking or non-cooking. With only a few exceptions, the Health Department does not allow the cooking of raw meats at the Festival. In this context, cooking is the means of reheating food to a safe serving temperature. Contact: Lori Holter (Plano Fire Dept), **972-941-5261**.
6. Prior to the event, the City requires that all participating food vendors obtain and submit a **Certificate of Insurance** listing **Celebrating Asian American Heritage Foundation** as the certificate holder and Additional Insured on the day of the event. The Festival does NOT provide insurance for food vendor coverage in its Event Insurance. Each food vendor is responsible for their own insurance. Proof of Insurance should be mailed with the application form.

**MINIMUM LIMITS OF INSURANCE**

Vendors shall maintain limits no less than:

Commercial General Liability: \$1,000,000 limit per occurrence for bodily injury, personal injury and property damage, \$2,000,000 Aggregate. *NOTE: The aggregate loss limit applies to each event.*

**The Festival, its officers, officials, and volunteers are to be covered as “additional insured” as respects: liability arising out of premises owned, occupied or used by the Vendor.** The coverage shall contain no special limitations on the scope of protection afforded to the Festival, its officers, officials, or volunteers.

**Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.**

\_\_\_\_\_ Vendor Initials

CONTINUATION OF FOOD BOOTH APPLICATION FORM

7. **Vendor is required to submit original proof of insurance by April 12, 2013 on a form acceptable to the Festival.** Certificates of Insurance similar to the ACORD form are acceptable. The Festival will not accept Memorandums of Insurance or Binders as proof of insurance. The Festival, at its own discretion, may require a copy of any policy presented to the Festival.
8. Vendors may not use their own booths or electrical generators. Electricity, a 10x10' booth, two tables, and two chairs will be provided by the Festival. *Vendors shall assess and notify the Festival of their **electricity requirements!** Any electrical requirements over 1,500 Watts must be approved in advance.*
9. By signing this contract, the Vendor assumes liability in returning the tables and chairs reserved on their behalf. Vendors will be charged for lost tables and/or chairs. Vendors are at liberty to bring their own tables and chairs such that they remain within the 10x10' booth confines.
10. Location, content, and size of all signs of the Vendor shall be limited to the Vendor's booth space. The signage should include any applicable sale tax.
11. The Vendor is responsible for collecting and submitting all applicable taxes to the proper agencies.
12. The Vendor shall not dispose of any wastewater or grease except through regular gray water or grease containers provided by the Festival.
13. The Food Court Coordinator will pre-assign booth locations for the event – priority will be given to applications received on a first come first served basis.
14. A copy of the menu should be mailed with the application. The menu should be displayed in the vendor's booth space at the Festival.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ Vendor Initials