

August 25, 2016



Dear Business Owner,

The City of Mesquite together with Community Heart of Mesquite is pleased to announce this year's PumpkinFest is set for Saturday, October 15. And, we would like to invite you to participate as a concessionaire.

The event will be from 10:00 a.m. to 8:00 p.m. and will again be located at City Lake Park, 403 S. Galloway. We will have plenty of food, vendors and fun for everyone and we expect more than 4,000 people to attend this annual event.

PumpkinFest will be a cash event for all food and beverage. And, you will **not** be required to split your profits with the event. So, be prepared to come with plenty of cash for making change.

The concession booth fee will be \$350.00 for booths/trailers up to 20 feet in length (including hitch). Anything 20 – 30 feet (including hitch) will require an additional fee. Booths will include electricity and access to water. Tables, chairs, tent, water hose and other accessories will be your responsibility.

To guarantee booth space, mail all completed forms and booth fees by 5:00 p.m. Friday, September 23, 2016; incomplete paperwork will not be accepted. We can make no guarantee to similar product being sold, but will limit like product where it is deemed necessary by event personnel. *It would be in your best interest to submit your application early to better your chances of selling popular items.*

If you have any questions, please feel free to contact me at 972-216-6499. We look forward to having you at *PumpkinFest 2016.*

Sincerely,

Katie Gradick

Katie Gradick
Sponsorship & Festival Coordinator
City of Mesquite





Paperwork Checklist

This is only a checklist, please make sure to read all documents thoroughly to ensure all paperwork and required forms are completed and submitted.

Required Forms:

Return to Pumpkin Fest

- Concessionaire Registration Form **(Form A1)**
- Concessionaire Item Description **(Form A2)**
- Concessionaire Agreement and Waiver of Liability **(Form B1)**
- Concession Electrical Requirements **(Form C1)**
- Concession Booth Measurements & Diagram **(Form D1)**
- Criminal Background Agreement
- Booth Fee

Return Directly to Health Department

- Completed Temporary Food Permit
- Certificate of General Liability Insurance
- Texas Sales Tax Permit
- Copies of food handlers cards for each employee working
- Copy of Food Managers Certificate



Concessionaire Registration Form

Concessionaire name to appear on printed materials

Contact Name

Phone number

Email address

Mailing address

City

Zip

Booth Fees:

(Booth fee includes space and access to electricity and water. Tables, chairs, tent, water hose and other accessories will be your responsibility.)

_____ Up to 20' in length: \$350

_____ 20' or more in length: \$450

PAYMENT METHOD: _____ MasterCard _____ Visa _____ Check or Money Order
Checks should be made payable to City of Mesquite.

Card number

CVV #

_____/_____/_____
Expiration date

Card holder name - please print

Signature

Cash payments will be accepted with all required forms in person at the Parks and Recreation Administrative Offices, 1515 N. Galloway, Mesquite, TX 75149.



Rules and Regulations

FESTIVAL HOURS

Saturday, October 15, 2016, 10:00 a.m. – 8:00 p.m. Vendors/Concessionaires are required to staff their booths during the hours the festival is open.

APPLICATIONS

- The deadline for applications and entry fees is **5 p.m., Friday, September 23, 2016.**
- PumpkinFest is a rain or shine event. No refunds will be given for inclement weather and vendors will not be permitted to load out early unless the festival is cancelled due to extreme weather conditions.

DISPLAYS

- PumpkinFest management assigns individual booth spaces and reserves the right to make vendor location changes with no advance notice to the vendor. **Vendors may not change spaces or move their displays without the prior consent of the event staff.**
- Vendors selling materials, items or hand-made creations must have a valid Texas Sales Tax ID number and may not sell any items outside of their particular classification, or risk removal from the event. Sales must be confined to specified booth.
- Vendors must secure tents and displays with weights, weighted blocks or buckets. No in-ground staking, such as those that can be driven into the ground with a hammer, is permitted. Displays must not encroach into the spaces of other vendors, nor will they be permitted to be larger than what appears on application.
- Displays will be subject to City of Mesquite inspections.
- Vendor tents and displays **MUST** have a fire retardant certificate from the manufacturer visible.

FOOD

- All vendors selling any type of food items must secure all applicable permits, including a City of Mesquite Health Department special event food service permit, **PRIOR** to the event. They can be reached at **972-216-8138.**

PARKING AND LOAD-IN/LOAD-OUT

- **All participating vendors MUST strictly adhere to load-in/load-out schedules.**
- **Vendors/Concessionaires** may load-in at the following times:
 - Friday, October 14, 2016 from 9:00 a.m. to 5:00 p.m.
 - Saturday, October 15, 2016 from 7 a.m. to 9 a.m.
- All vendors **MUST** complete load-in and set-up by **9:00 a.m. Saturday.** **No vehicle load-in will take place after 9:00 a.m.** Municipal inspections will begin at 8:00 a.m. Any merchandise brought into the event after 9:00 a.m. Saturday must be brought in by hand cart.
- **Vendors may only load-out at the following time:**
 - After 8:00 p.m., Saturday, October 15, 2016 – Vehicle load out will be permitted once venue is deemed safe for vehicles to enter.

VENUE

- Event staff reserves the right to alter vendor displays or to require the vendor to alter their display due to safety concerns.
- Event staff reserves the right to stop or remove any vendor, or his or her representative, for performing any act or practice deemed to be offensive, obscene or objectionable from the festival.
- No outside coolers or food may be brought into the festival grounds – except for snacks or drinks for toddlers.
- The exclusive venue for any legal action under this agreement shall lie in the courts of Dallas County, Texas, and its terms or provisions, as well, the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

Concessionaire Agreement:

My entry implies my willingness to abide by all event rules if accepted. My booth will be open and manned during all festival hours and I understand **I may not dismantle my booth or begin loading out until after 8:00 p.m., Saturday, October 15, 2016 unless prior arrangements have been made. Failure to abide by these policies will disqualify me from next year’s event.**

I will take full responsibility for the safety of my employees, my work and myself. I will indemnify the City of Mesquite and will hold the City, its staff, volunteers, Community Heart of Mesquite or event sponsors harmless for any personal liability claims and loss or damage of goods that may arise from participation in PumpkinFest 2016.

I understand my work exhibited must be consistent with what was submitted for acceptance and if my work is deemed inconsistent or obscene by festival management, I will be asked to leave the event and forfeit any fees paid.

Printed Name: _____

Signature: _____ Date: _____

Return Forms & Payments

Via mail to:

City of Mesquite (PumpkinFest) P.O. Box 850137 Mesquite, TX 75185-0137

Via email to:

Katie Gradick, kgradick@cityofmesquite.com

In Person to:

Parks and Recreation Administration, 1515 N. Galloway, Ave., Mesquite, TX 75149

Questions?

Katie Gradick, 972-216-6499

City of Mesquite Health Permit:

Barry Jenkins, 972-216-8138



Electrical Requirements

This form will let you know what power is available to you at our events and allows us to provide electricity to your booth faster. **This form is due no later than 5:00 p.m. Friday, September 23, 2016.**

Please check which type of outlet you will need as well as the quantity.



100 Amps,
Cam or
Cannon plug



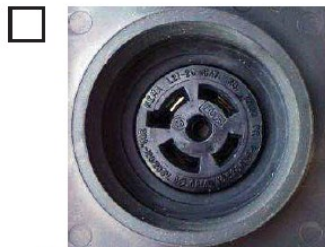
240 Volt, 50 Amps
Twist Lock – 4 Wire



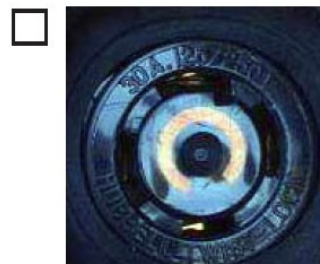
120/240 Volt, 50 Amps,
Twist Lock – 3 Wire



120 Volt, 20 Amps,
GFI



120/208 Volt, 20 Amps



125/250 Volt, 30 Amps



110 Volt, 30 Amps

Vendor Name:

Vendor Contact:

Vendor Phone:

Vendor Email:

Booth Size & Type:

Overnight electricity will not be available.



Draw a diagram of your booth/trailer and how it will sit in the designated space. Include length (**including hitch**) & width, where your serving window is and locations of awnings (include dimensions). Booth spaces can not exceed 30 feet in length and your trailer/booth (including hitch) must fit inside this area. If you require more space please inform us no later than September 16, 2016 so we can look at possible solutions.

	← Max of 30' in Length (Back of booth/trailer) →	
↑ Width (Left)		(Right)
		Booth/ Trailer Length: _____ ft. (INCLUDE HITCH)
		Booth/Trailer Width: _____ ft.
		Awning Location: _____ Width: _____ ft. Length: _____ ft.
		Serving Window Location: _____
		Company Name: _____
		Main Contact: _____
		Contact Number: _____

Criminal Background Investigation Policy and Disqualifiers For City Sponsored Special Events

The City of Mesquite, Texas, herein after referred to as the "City" has a desire to protect the safety and welfare of its citizens, including its youth and children, during their participation in and attendance at all festivals and special events that occur on or in City owned or leased property. Recognizing the nation-wide incidence of crimes against children, the City believes that taking pro-active steps to protect youth and children participating in and attending such events is in the best interest of the public.

Consequently, as a condition of accepting this vendor agreement for City sponsored special events, Vendor agrees to certify that any and all of its employees, independent contractors and agents who will be in attendance at City sponsored special events will have successfully completed a criminal background check.

Grounds for Disqualification

An individual convicted of any of the following criminal offenses provided herein shall be disqualified from participation as a vendor and employee/independent contractor for such vendor at any City sponsored special event.

Sexual assault/abuse	Kidnapping
Assault	Crimes against children, elderly or disabled
Indecent exposure	Murder
Homicide	Distribution of any controlled substance

Vendor agrees to indemnify the City of Mesquite for any liability or harm resulting from Vendor's failure to conduct or obtain a satisfactory criminal background check or its failure to review or respond to the results of a criminal background check conducted on its employees, independent contractors and agents assigned to perform services at a City of Mesquite sponsored event.

I have read the above criminal background check policy for the City of Mesquite and understand and agree to its terms.

Vendor Name

Vendor Signature

Date