



City of Lewisville

WESTERN DAYS FESTIVAL

Friday, September 28, 2018, 5 p.m. - 11:30 p.m.

Saturday, September 29, 2018, 10 a.m. - 11:30 p.m.

The City of Lewisville and Lewisville Convention & Visitors Bureau proudly present the 2018 Lewisville Western Days Festival slated for September 28 & 29.

This unique festival, designed to showcase the history and spirit of the west, invites attendees to find the cowboy in them through themed events, attractions, food, shopping and entertainment. Four festival stages feature national and regional music and entertainment to flavor the air as festival-goers partake in the unique arts and crafts vendors, gunfight re-enactments, Native American dancers, the World Tamale Eating Championship, and car shows. Family fun continues with a multitude of children's activities such as a Kids Korral Playground, face painters, strolling entertainers and the annual Huffines Auto Dealerships Lewisville Cattle Drive parade featuring a herd of 20-30 Texas longhorns.

Vendor spots fill quickly and applications will be partially juried. The festival will only accept a set number of vendors who exhibit similar product types or services. And, since the event is Western Days, vendors exhibiting western products, western wear, western nostalgia, etc. – preferably hand-crafted – will be given special consideration. Everyone accepted into the festival event will be notified of acceptance no later than 48-72 hours pending receipt of completed application. Application packets must be completed in full before consideration. Please follow the application instructions below.

Application Instructions

Vendor applications can be downloaded at **LewisvilleWesternDays.com** by selecting the *Vendor Information* link. Once your application is complete, print one copy to mail or email to the address listed below. Applications must include a certificate of insurance if required and vendor booth payment. Applications are in Adobe PDF format, so please print an additional copy for your records.

Submitted applications must include the following:

- Completed Application
- Certificate of Insurance (required for all food sampling vendors)
- Payment in full by check or money order payable to the City of Lewisville

Deadlines

Cancellation Refund Deadline	Friday, August 10, 2018
Application Deadline	Friday, August 31, 2018
Certificate of Insurance	Friday, August 31, 2018
Late Fee Charge Begins	Saturday, September 1, 2018
No Applications Accepted After	Friday, September 7, 2018

Make checks or money orders payable to **City of Lewisville** and send with completed application to:

Promoter Line, Inc.
Attn: Western Days Festival
4218 Gateway Drive, Ste 140
Colleyville, TX 76034
preston@promoterline.com
Phone: 817.557.1009/Fax: 817.557.6155



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Food Product Exhibitor Vendor Application
(Food Samples)

To qualify for this type of vendor application, vendors are not serving as concessionaires, but are sampling pre-packaged food items such as beef jerky, salsas, barbecue sauces, seasonings, etc. No beverages can be sold or given away at the vendor booth. Vendors shall not be permitted to sell alcoholic beverages in the temporary booth. Event management reserves the right to limit the number of these types of vendors sampling similar products.

Vendor/Business Name: _____ Contact Name: _____

Address: _____ City/State/Zip: _____

Email: _____ Cell: _____ Website Address: _____

Description of items to be sold/ exhibited: _____

Preferred booth set-up time (please check one): Thursday 5pm - 7pm Friday 10am – 3pm (Friday set up slots are limited and will be awarded on a first come first served basis)

Vendor Fees (Vendor rates include electrical circuitry – 110v/30 amp fuse with an outlet and two plugs.)

- | | | |
|---|-------|----------|
| <input type="checkbox"/> Booth space (10x10) | \$310 | \$ _____ |
| <input type="checkbox"/> Booth space (10x20) | \$410 | \$ _____ |
| <input type="checkbox"/> Booth space (10x30) | \$510 | \$ _____ |
| <input type="checkbox"/> Corner/ end cap Booth* | \$75 | \$ _____ |

*corner/end cap booths are limited supply premium spots, in addition to a standard booth purchase and awarded on first-come, first-served basis

- | | | |
|---|------|--|
| <input type="checkbox"/> ADDITIONAL Electrical Service (110v/30 amps) | \$60 | \$ _____ (base rate includes one 110v/30 amps) |
| <input type="checkbox"/> Late Fee | \$50 | \$ _____ |

(A late fee will be assessed if vendor agreement & payment are not received by Friday, August 31, 2018. Late applications will not be accepted after Friday, September 7, 2018)

Total Enclosed \$ _____

CERTIFICATE OF INSURANCE REQUIRED

Insurance Requirements: (please check one):

- \$1m Commercial General Liability insurance included naming Promoter Line, Inc. & City of Lewisville, its officers, agents, employees and volunteers are listed as additional insured. (See next page for additional details) **Proof of Insurance is required with application. Applications will not be considered without certificate of insurance.**
- Plan to purchase insurance coverage, upon approval, from the City of Lewisville, by **August 31, 2018.**

Applicants must include 1) vendor agreement, 2) payment, & 3) proof of insurance in order to be considered.
Applications are subject to approval once all required information is received.

Please make checks or money orders payable to **City of Lewisville** and send with completed application to:

Promoter Line, Inc., Attn: Western Days, 4218 Gateway Drive, Ste 140, Colleyville, TX 76034

preston@promoterline.com

Phone: 817.557.1009/Fax: 817.557.6155

FULL INSURANCE REQUIREMENTS
LESSEES (NO AUTO RISKS) AND SPECIAL EVENTS

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas and Employers' Liability insurance. Workers' Compensation insurance is only required if Lessee has paid staff on site.

B. MINIMUM LIMITS OF INSURANCE

Lessee shall maintain limits no less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage.
2. Workers' Compensation and Employers Liability: Workers' Compensation Statutory Limits as required by the Labor Code of the State of Texas and Employers Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability
 - a. The City, its officers, officials, employees, boards/commissions and volunteers are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. Endorsement naming City as additional insured must be submitted with proof of insurance. The coverage shall include defense of claims against the City as additional insured.
 - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - c. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
 - d. Lessee's insurance shall be primary and non-contributory as respects to the City, its officers, officials, employees or volunteers.
2. **Waiver of Subrogation – All Coverages**

Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
3. **Notice of Cancellation**

Each insurance policy required by this exhibit shall be endorsed to state the coverage shall not be suspended, voided, canceled or non-renewed by either party, 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, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

City prefers that insurance be placed with insurers with a Best's rating of **A-:VI or A or better** by Standard and Pools.

F. VERIFICATION OF COVERAGE

Lessee shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. The certificates are to be received and approved by the City before the lease commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. FOOD AND/OR LIQUOR COVERAGE

If food is being provided to attendees or participants, Lessee must provide Product Liability in the amounts listed above. If liquor is being served, Lessee must provide Host Liquor Liability, unless lessee is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, wherein a minimum \$1,000,000 Liquor Liability Policy will be required.

H. SPECIAL EVENTS

Insurance provided by the Lessee must cover all operations of the Special Event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy of the Lessee excludes any activity or group involved in the Special Event, the Lessee must provide proof of insurance as required by this agreement. Lessee must furnish separate certificates for each group or activity not included or covered by Lessee's insurance.

I. HOLD HARMLESS AND INDEMNIFICATION

THE LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY LESSEE'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF LESSEE, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE LESSEE AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE LESSEE'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

Rules and Regulations

- Western Days is an outdoor event held regardless of weather conditions.
- Vendor fees shall be paid in advance and are non-refundable. **The festival reserves the right to limit the number of concessionaires and exhibitors who sell the same menu items and concessionaires may be asked not to sell particular menu items.**
- Preferably, vendors are to remain in their booths during festival hours. It is acceptable to close by 10 p.m. either night of the event. Vendors opting to close prior to 11:30 p.m. on Saturday will not be permitted to drive a vehicle into the venue to load out until after the festival closes at 11:30 p.m.; and only when Lewisville police officers deem it is safe to do so.
- Tents, tables and chairs will not be provided, but are available for rent. Vendors shall drape and cover all tables and counters.
- **All Health Department regulations must be followed.** The Health Department will provide all requirements, including a Temporary Health Permit. The permit fee will be waived since you are participating in a City-produced event.
- It is the responsibility of the vendor to collect & report sales tax from the event in the name of the taxing authority of the City of Lewisville. Vendors are required to have a Texas State Sales and Use Tax Permit clearly showing their tax ID # posted in the booth at all times.
- Vendor tents must be in excellent condition, weighted, and held down by blocks or weighted buckets. "In-ground" stakes, such as straight or hammer-driven will NOT be permitted.
- Vendor parking is limited to a designated area. A map and complete information will be included in your acceptance packet. Vehicles not in the designated area are subject to be towed at the owner's expense or ticketing by the Lewisville Police Department. Observe all traffic signs. Vendors not complying with parking instructions may be asked to leave the show without refund of fees paid.
- All vendor vehicles must be moved to the designated parking area after loading or unloading prior to 3 p.m. Friday.
- Vendor tents must have a fire retardant tag attached or fire retardant certification from the manufacturer. **Vendors with tents that are not fire retardant must have a fire extinguisher in their tent at all times.** Inspections will be performed by the City of Lewisville.
- Vendors are responsible for the cleanup of trash inside and around their booth. Trash receptacles will be located throughout the area. Portable restrooms will be available for vendor and guest use.
- Deadline for vendor fee payment and proof of insurance is **Friday, August 31, 2018**. Beginning **September 1, 2018** a \$50 late fee will be added to the vendor fee.
- All participating vendors shall strictly adhere to hours of operation for move-in and move-out. Event Management reserves the right to change dates, hours or location. **Booth placement is at the sole discretion of Event Management.**
- Vendors shall conform to all statutes, ordinances, rules, orders, regulations and directions issued by any authorized authority of the federal, state or city government, including but not limited to, rules and regulations issued by the facility housing the festival.
- Event Management reserves the right to stop or remove from the festival any vendor or vendor representative, performing any act or practice, which in the opinion of Event Management is objectionable or detracts from the purpose/objective of the festival.
- **Event Management reserves the right to decline a vendor's application if they deem their product or service not suitable or inappropriate for the event or if there are numerous vendors previously confirmed to sell the same product or service.**
- Event management will make all reasonable attempts to notify vendors as soon as their **completed** applications are submitted as to whether or not they are accepted. All accepted vendors will receive an acceptance packet the week of September 17, 2018. The packet will contain parking passes, maps and a general information letter.
- Property brought onto the premises by any vendor is at the vendor's sole risk and shall be removed from the premises during designated move-out times. Event Management shall have the right to remove from the premises any remaining effects left after designated move-out time at the vendor's cost.
- Vendor retains liability and assumes all risks of loss and/or damages on site or in connection with transportation, display, storage and sale of merchandise at the Western Days festival. Roving Security is provided from 9 p.m. Thursday to 7 a.m. Friday and from 11:30 p.m. Friday to 7 a.m. Saturday.
- Painting, mixing of chemicals or possession of explosive materials is not allowed at any time.
- **Certificate of Liability Insurance is required with application.** Failure to return all required information by the deadline may result in non-refundable forfeiture of your booth space.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. Commercial General Liability naming the City as an additional insured: \$500,000 limit per occurrence for bodily injury, personal injury and property damage; \$1,000,000 Aggregate.
2. Workers Compensation and Employers Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Employers Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence and \$100,000 per occupational disease with a waiver of subrogation in favor of the City.
3. Insurance must indemnify and name Promoter Line, Inc and the City of Lewisville, its officers, agents and employees, as additional insured.

Coverage is available through the City of Lewisville for Western Days Festival for an additional \$65. The deadline to purchase insurance coverage is August 31, 2018. For more information or to purchase coverage, please contact Jamie Milstead at 972.219.5082, or jmilstead@cityoflewisville.com

Agreement of Liability Waiver

I hereby release, waive, discharge, covenant not to sue and agree to hold harmless for any and all purposes Promoter Line, Inc., The City of Lewisville, Texas, its officers, employees, successors, assigns, sponsors and volunteers (collectively "the City") from any and all liabilities, claims, demands, personal injury including death, or property damage that may be sustained by me while participating in the Western Days event, including injuries or damages sustained as a result of the negligence of the City.

Venue

The Parties agree that if legal action is brought under this contract, exclusive venue shall lie in the Courts of Denton County, Texas, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

Contract Agreement

I have read the General Information regarding the 2018 Western Days festival. By paying the vendor fee, I have agreed to the conditions and terms of this contract. I understand payment must be received with a completed Agreement by **August 31, 2018**. I also understand that starting on **September 1, 2018** a late fee of \$50 will be assessed. The late fee should be included with application if Vendor Agreement and payment are not received by due date. It is understood and agreed by applicant that this entire document constitutes a contract between Vendor and the Western Day festival only when Event Management confirms this contract. Confirmations may be mailed, faxed or emailed. Acceptance of money by Western Days Festival is not binding if fee is returned before acceptance and confirmation of this contract. Verbal agreements or promises made verbally and not specifically stated and confirmed in writing, as part of this Contract, will not be binding.

I have read the aforementioned Rules and Regulations and agree to all of the terms and conditions as they are written.

Signed: _____

Date: _____



City of Lewisville

Green Vendor Guidelines

The City of Lewisville is counting on you to help make this event a "green" success. Special events generate large amounts of waste, and we are committed to minimizing the amount going into landfills. We ask that you support our efforts to be an environmentally friendly event by properly recycling materials you generate at your booth and working hard to reduce trash.

Please contact our event coordinator with any questions associated with our sustainability initiatives. Thank you for your help in showcasing sustainability efforts in Lewisville.

Green Vendor Guidelines:

- If you are a sustainable, environmentally-friendly business or just do something unique to save resources, we want you to flaunt it. Put up a sign or at least discuss your efforts with attendees.
- We will have recycle bins paired with trash cans in all public areas. Make sure all staff working your vendor booth are familiar with City's waste reduction/recycling efforts at the event and vendor responsibilities.
- Please strive for reusable display materials and decorations. We don't want to have a bunch of trash at the end of the event due to plastic tablecloths, balloons, etc. Use reusable containers to transport your materials to the event site (plastic pallets, plastic crates, or corrugated cardboard boxes).

Food Vendor Guidelines:

- ALL food and drink vendors should have a trash container with liners inside the booth in the food preparation area. The bags will be disposed of per direction from the event organizer.
- Concessionaires should sell beverages only in recyclable bottles or cans rather than disposable cups. If cups are absolutely necessary, use plastic cups made with #1 (PET) or #2 (HDPE) plastics so they can be recycled.
- Avoid using difficult-to-recycle materials such as waxed paper goods or products in multi-material packaging. Keep packaging to a minimum.
- Please - NO expanded polystyrene (EPS) products (e.g., Styrofoam™). EPS does not biodegrade in landfills and it is not recyclable through the City of Lewisville's onsite recycling program.
- Hand out straws, lids, plastic stir sticks, and napkins only when requested. They contribute to excess trash and litter.
- If possible, dispense condiments such as ketchup and mustard from pump-style bulk containers rather than using single serve packets.

Thank you for making this a successful and sustainable program!

Products Vendors Should Recycle at the Event Site

Cardboard (must be broken down and free of food waste)
Aluminum, plastic, and glass beverage containers (free of liquid)
Mixed papers (office papers, newspapers, paperboard containers)