



Decatur Chamber of Commerce
EIGHTER FROM DECATUR FOOD TRUCK CHALLENGE
Saturday, May 4th, 2019

FOOD TRUCK VENDOR CONTRACT

THIS AGREEMENT is executed by the undersigned vendor for the benefit of the Decatur Chamber of Commerce. Vendor is participating in the Eighter From Decatur Food Truck Challenge to be held on Saturday, May 4th, 2019.

Vendor hereby agrees as follows:

As a Participating Food Truck, you commit to be prepared to serve the maximum number of people possible. The expected attendance is 5,000 people. For the safety of the event attendees, all trucks must be in place by 8:30 am Saturday, May 4th and cannot leave the event until 9:00 p.m. Any food truck not in place by 8:30 a.m. will not be able to participate. Food trucks have the option of arriving Friday, May 3rd between the hours of 10a.m. to 3 p.m.

THERE WILL BE A MANDATORY MEETING FOR ALL TRUCKS AT 8:45 AM ON SATURDAY MAY 4TH!!!

Once a truck is in place they will not be allowed to leave the area until Saturday, May 4th beginning at 9 p.m. If they do chose to leave then they will not be allowed to return the contest area. If a vendor needs to leave the area for supplies or any other reason they will be required to take a private vehicle.

Food License – You must have a valid health permit issued by the Department of State Health Services **OR**, a current health permit issued by your local health authority **AND**, an Annual Mobile Unit Permit or Temporary Health permit for the City of Decatur. The forms can be obtained by contacting Development Services at: Development@decaturtx.org or (940)393-0350.

The **REQUIRED** paperwork is:

- A Temporary Health Permit Application
- A Copy of your valid/current Health Permit listed above,
- A Copy of your Food Handler's card, or Certified Food Manager Certificate

There will be a minimum of two inspections. The first inspection of your vehicle can be made the week prior to the event or will be made Friday May 3rd from 9:00 am until 3:00 pm or Saturday May 4th from 7:00 am to 8:30 am at Eagle Stadium, 204 S. Stratton. The final inspection will be once your vehicle has been setup for the event. For more information, the City's offices are located at 1601 S State St Bldg. C Decatur TX and you can contact Cynthia Talbot, Health Inspector at 940-393-0370.

Please note that your payment of \$50.00 MUST be received by April 30th, if paying after this date the application fee will increase to \$100.00. ALSO an inspection fee of \$25 must be paid to Decatur Fire Department for truck inspections.

The food truck must be fully self-contained in regard to water and sewage. Please note – gray water will not be allowed to be dumped on the site of the event.

Miscellaneous – Sound systems are not permitted. Each food truck must have an approved fire extinguisher and first aid kit in the truck at all times. Cash drawers will be set up by the Food Truck. We are expecting 5,000 people so please plan your change accordingly. Limited change will be available from the Decatur Chamber of Commerce. It is the responsibility of the Food Truck Vendor to collect all sales tax and account for it. Each vendor should possess its own State Board of Equalization Seller's Permit or maintain proper documentation showing proof that appropriate sales tax has been paid on the purchases.

Redemption of Food Tickets – The Decatur Chamber will provide Vendor with a ticket bucket. Event patrons will drop one (1) Eighter Taster Ticket in the bucket in exchange for one (1) signature dish sample. Event staff will retrieve tasty tickets from Vendor every hour, beginning from 11:30am- to 2:30 p.m. Not later than 2:30 p.m. on the day of the Event, Vendor shall submit to the Chamber all tickets redeemed by Event patrons with Vendor. Vendor will receive \$1.00 for each food ticket issued by the Chamber that Patrons redeem with Vendor between the hours of 10:30 a.m. and 2:30 p.m. . Vendor may not begin serving Patrons until 10:30 a.m. Vendor may not accept any tickets after 2:30 p.m. Any tickets submitted to the Chamber by Vendor after 2:30 p.m. will not be counted or paid upon. The Chamber will not be held responsible for any discrepancies in ticket count. Each truck will only serve one signature item, in a **sample size minimum 2 oz** during the competition portion. Only one ticket may be taken per signature dish. Each truck's full menu or menu of choice can be available upon reopening for service from 3:00 p.m. to 9:00 p.m., trucks will handle cash/credit card exchange with patrons directly.

Social Media – We would like to blast social media with the details of the event to get the most coverage and to give you, the truck participant the maximum exposure! Please help us do that. We request each truck post to their social media outlet 5 times the week of the event to the following: Twitter, Facebook, Instagram and Snapchat. Please use the hashtag #EighterFoodTruck Challenge.

Liability Insurance – Vendor is required, at its sole expense and cost, to carry and maintain, for the mutual benefit of itself, the Decatur Chamber of Commerce, and their board of directors, officers, agents and employees, a policy of general liability insurance against claims for personal injuries, wrongful death, or property damage occurring on or about the Decatur Downtown Square premises with minimum amount of coverage of one million dollars (\$1,000,000) per occurrence on account of bodily injury and/or death to one person, and/or on account of damage to property. Vendor shall also carry business automobile liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence. **Vendor agrees to deposit said policy or policies (certificates thereof) with the Decatur Chamber of Commerce by April 8th** . Said policies will name the Decatur Chamber of Commerce as additional insured. These policies will be issued by an insurance company reasonably acceptable to the Decatur Chamber of Commerce and shall bear an endorsement to the effect that the insurer agrees to notify the Decatur Chamber of Commerce not less than ten (10) days in advance of the event of any modification or cancellation of said policy.

Release and Indemnification – In consideration of Vendor's acceptance to participate in the Event, Vendor hereby voluntarily assumes responsibility for, and releases, waives, acquits, and forever the Decatur Chamber of Commerce and their respective boards of directors, officers, agents, employees, members, sponsors, contributors and volunteers (collectively, the "Releasees"), of and from, and agrees not to sue the Releasees on account any and all liability, demands, losses, claims, and damages of every kind whether now or hereafter existing, arising out of, or in any way connected, directly or indirectly, with the Event or Vendor's participation in the Event, WHETHER ARISING OUT OF, ATTRIBUTED TO OR CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE), GROSS NEGLIGENCE, INTENTIONAL CONDUCT OF ANY OF THE RELEASEES.

Vendor further agrees to indemnify, defend, and hold harmless the Releasees from and against any and all claims, demands, losses, liabilities, damages, costs and expenses, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property, or any other claim resulting from, arising out of, or in any way related to (i) Vendor's use and occupancy of the Premises, (ii) Vendor's participation in the Event, or (iii) an act or omission of Vendor, its agents, employees, or independent contractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable, WHETHER ARISING OUT OF, ATTRIBUTED TO OR CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE), GROSS NEGLIGENCE, OR INTENTIONAL CONDUCT OF ANY OF THE RELEASEES.

Cancellation Policy – Cancellations must be made before April 8th as the Decatur Chamber of Commerce will be advertising the participating Food Trucks. In executing this Agreement, Vendor acknowledges and represents that Vendor has read the foregoing Agreement including the foregoing Release of Liability and Indemnity agreement and will be bound by this Agreement.

Name _____

Signature _____ Date _____

I am an authorized agent of (Food Truck Vendor) _____



Decatur Chamber of Commerce

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Saturday, May 4th, 2019

FOOD TRUCK VENDOR APPLICATION

Please complete and return this form with all the items listed on page 1.

Name of Vendor (exactly how you wish it to be listed):

Contact Name: _____ Contact Phone #: _____

Street Address or PO Box: _____

City: _____ State: _____ Zip: _____

Email Address: _____ Truck Website: _____

Truck Facebook: _____ Twitter or other Social Media: _____

TRUCK INFORMATION: Sales Tax Permit #: _____ TAX ID#: _____

Description of Food Served: _____

Truck or Trailer: _____ Total Est. Space Needed for Truck/Trailer: _____

Actual Size of Vehicle: _____ ft.

Serve on Passenger or Driver Side: _____ Est. Out of Window Time for Food: _____

Max # of Meals Served at an Event: _____ Length of that Event: _____

DECATUR CHAMBER OF COMMERCE WILL PROVIDE GENERATORS FOR POWER. NO PERSONAL GENERATORS WILL BE ALLOWED PER CITY OF DECATUR FIRE MARSHALL. EACH TRUCK WILL BE RESPONSIBLE FOR PROVIDING HEAVY DUTY GROUNDED (IN GOOD CONDITION) ELECTRICAL CORD

GENERAL LIABILITY & VEHICAL INSURANCE:

General Liability Provider: _____ Policy #: _____

General Aggregate Limit: _____ Each Occurrence Limit: _____

Vehicle Insurance Provider: _____ Policy #: _____

MENU OFFERINGS and SIGNATURE DISH:

Please indicate and describe the signature dish that will be submitted for judging. Each truck must advertise to patrons the signature dish being presented to the judges. Full menu items will only be allowed during the hours of 3:00 p.m. to 9:00 p.m.

Signature Dish: _____

Email: lisab@decaturtx.com or mail application to: Decatur Chamber of Commerce

PO Box 474, Decatur, TX. 76234



Power Supply Questionnaire

Check the plug that fits your unit:

50 AMP

30 AMP



Truck Name: _____

Plug location on your truck or trailer (Front or Back/ Driver or Passenger Side): _____

Length of Power Supply Cord: _____

We will ONLY be able to accommodate these two plugs for your truck or trailer on the day of the event. Please make the appropriate accommodations by providing an adapter on the day of the event. If you have questions, concerns, or special requests please do not hesitate to call Kris Handlon at 940.399.8546. We will to do our best to accommodate.



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Saturday, May 4th, 2019

Thank you for your interest in Decatur Chamber of Commerce 2nd Annual Eighter From Decatur Food Truck Challenge held on Saturday, May 4th, 2019. The event will be open to the public 10:30 am-9pm.

The **grand prize** for the **Eighter From Decatur Food Truck Challenge** is **\$5,000.00**. Other prize amounts include:

Best Sweet Treat \$500
Most Unique Food \$500

Sassy Savory Award \$500
Best Bites \$500

People's Choice \$500

Only one prize awarded per truck. Professional foodie judges select the winners for each category.
Maximum number of trucks is 25.

There is no fee to enter the contest, however it is limited to the first 25 trucks that enter.

The Decatur Chamber of Commerce will reimburse vendors \$1.00 per Eighter Taster Tester Ticket. During the event, food is only sold by participating food trucks

Vendors are not allowed to sell beverages of any kind; all beverages are sold by the Decatur Chamber of Commerce.

Applications will be reviewed on a first come, first-serve basis and acceptance begins on February 1, 2019. Submittal/receipt of application does not signify acceptance; truck entries will be reviewed by a committee and vendors will receive notice via phone/email. The Decatur Chamber of Commerce reserves the right to refuse any application.

The following is required from each applicant for acceptance:

- Complete Application
- Completed and signed Food Truck Vendor Contract
- General Liability Insurance with overage of at least \$1 million per occurrence.
- Endorsement on the General Liability Insurance naming the following as an additional insured:
Decatur Chamber of Commerce, 308 W. Main St., Decatur, TX. 76234
- Business Automobile Liability Insurance with overage of at least \$1 million per occurrence.
- Copy of Valid Texas Mobile Food Service License issued from any Texas municipality
- Current Photo of Truck
- Menu
- W-9 Form
- Sales Tax Permit