



Decatur Chamber of Commerce

EIGHTER FROM DECATUR FOOD TRUCK CHALLENGE

Saturday, May 15th, 2021

FOOD TRUCK VENDOR CONTRACT

THERE WILL BE A MANDATORY MEETING FOR ALL TRUCKS AT 9:00 AM ON SATURDAY May 15th.

AGREEMENT:

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 15th, 2021.

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 15th, 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 14th, between the hours of 9 a.m. to 3 p.m., and can sell to the public, beginning at 5 PM.

Once a truck is in place, they will not be allowed to leave the area until Saturday, May 15th, beginning at 9 p.m. If they do choose to leave then they will not be allowed to return to 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.

City of Decatur Permits Required:

- **Health**
- **Fire Marshall**

You must either have a temporary mobile health permit or an annual mobile health permit issued by the City of Decatur. The forms can be obtained by contacting Development Services at development@decaturtx.org or 940-393-0250.

- **Your Permit must be paid in full no later than Friday, May 7th, or a late fee will be assessed.**
- **There will be NO onsite electrical provided, each vendor shall be responsible for their own power and will be required to follow any and all safety requirements set by Fire or Building Officials.**
- **All equipment must be in good original working order.**

Fire Department Rules & Regulations: Decatur Fire Department requires that all food trucks have a mobile vendor fire permit. Please contact Susan Gomez at SGomez@decaturfd.com or 940-393-0230, for more info.

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.

Inspections:

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 14th, from 9:00 am until 3:00 pm or Saturday, May 15th, from 7:00 am to 8:30 am at the **Wise County Fair Grounds (3101 S. FM 51, Decatur, TX.)**. 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.

Early Inspection request must be conducted or requested prior to May 7th.

Miscellaneous:

Sound systems are not permitted. 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 food item that a food truck presents to the public as their signature dish must be the item they present to the judges for the competition.

The Decatur Chamber will provide the Vendor with a ticket bucket. Event patrons will drop one (1) Eighter Taster Tester 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

#EighterFoodTruckChallenge.

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 May 1st.** 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 30th**, 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: _____



Decatur Chamber of Commerce

**EIGHTER FROM DECATUR
FOOD TRUCK CHALLENGE**

Saturday, May 15th, 2021

**FOOD TRUCK
VENDOR APPLICATION**

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

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: _____

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: Info@decaturtx.com or mail application to:

Decatur Chamber of Commerce, PO Box 474, Decatur, TX. 76234

Vendor Information & Checklist

Thank you for your interest in the Decatur Chamber of Commerce 5th Annual Eighter From Decatur Food Truck Challenge held on Saturday, May 15th, 2021.

The event will be open to the public at 10:00 am- 9 pm.

The *Grand Prize* for the Eighter From Decatur Food Truck Challenge is

\$5,000.00.

Other prize amounts include:

People's Choice **\$500**

Best Sweet Treat **\$500**

Sassy Savory Award **\$500**

Most Unique Food **\$500**

Best Bites **\$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 12th, 2020. 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.

Vendor Check List:

- 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, 106 S. Trinity St., Decatur, TX. 76234
- Business Automobile Liability Insurance with overage of at least \$1 million per occurrence.
- Current Photo of Truck
- Menu
- W-9 Form
- Sales Tax Permit
- Health Permit
- Fire Permit

Decatur Fire Department Fire Marshal's Office

[email to: sgomez@decaturfd.com](mailto:sgomez@decaturfd.com)

or mail to: 1705 S. State Street

Decatur, TX 76234

Contact Phone Number: 940-393-0230

MOBILE FOOD VENDOR APPLICATION

\$25 ANNUAL OPERATIONAL PERMIT FEE

Permission shall be granted to the below named party to operate a Food Truck/Trailer, per the constraints of this permit, and the 2012 International Fire Code.

License Plate # _____

DL # _____

VIN _____

PERMIT NUMBER: _____

DATE OF ISSUE: _____

EXPIRATION DATE: _____

For Official Use Only

Responsible Party

Responsible Party: _____

Responsible Party Address: _____
Street Address

City State Zip

Emergency Contact: _____

Phone Number: _____ Mobile/Cell: _____

Food Truck Name

Food Truck/Business Name: _____
Name

Vehicle Type, Make Model, Year: _____

General Conditions of Permit

The 2012 International Fire Code, with the following provisions, shall mandate the following requirements regarding Mobile Food Vending. :

1. Trash and combustible materials shall not accumulate and be located within 3 feet of the fuel supply.
2. A minimum of one (1) fire extinguisher, 2-A:20 B-C, shall be provided and K Class Fire Extinguisher.
3. Fuel sources shall be secured in accordance with NFPA 58.
4. Shall not block or obstructed access to a fire hydrant or within a fire lane.

LIST OF THE OPERATIONAL REQUIREMENTS CAN BE FOUND ON THE BACK.

Any change, modification, or addition from the conditions of this permit must be reviewed for modifications and impact upon the conditions of the Mobile Food Vendor Permit.

This permit must be clearly posted in conspicuous place, or as mandated by a Fire Code Official, and available upon request.

Failure to comply with the provisions of this permit, or when a violation is found by inspection, will result in revocation of this permit and/or issuance of a citation.

MOBILE FOOD VENDOR OPERATIONAL REQUIREMENTS

1. Provide appropriate waste receptacles at the site of the unit and remove all litter, debris and other waste attributable to the vendor on a daily basis.
2. Shall not be parked, situated or operated in a manner than restricts or blocks emergency vehicle apparatus access.
3. Shall not be parked, situated or operated in a manner than restricts or blocks fire hydrants, fire lanes or other fire protection equipment or access.
4. Comply with the City of Decatur applicable ordinances.
5. Comply with all applicable federal, state and county regulations.
6. Not represent the granting of a permit under this chapter as an endorsement by the City of Decatur.
7. Cooking operations in which grease laden vapors are or can be created, shall be provided with a Type I hood and fire suppression system.
8. Fire suppression system shall be inspected by a licensed company every six months.
9. A minimum of 1 K- Class fire extinguisher shall be provided if the potential of grease laden vapors can be produced.
10. A minimum of 1 2A-10BC fire extinguisher shall be provided.
11. Propane cylinders shall be secured to the vehicle and installed in accordance with NFPA 58.
12. All temporary electrical shall comply with the provisions of applicable codes and any other applicable city ordinances or codes.