



**McKinney Oktoberfest
September 22-24, 2017
Food Vendor Application**

FOOD VENDOR APPLICATION DEADLINE: JULY 12, 2017
Notifications of acceptance will be sent by JULY 19, 2017

Please note that a submission to an application does not guarantee acceptance. Spaces will be granted on a first-come-first-serve and best fit basis.

Organization/Business Name			
Contact Name			
Mailing Address			City/State/Zip
Cell	Email		Website
VENDOR PRICING (Please check preference)			
Booth Size & Fees	<input type="checkbox"/> 10x10	\$250* + 20% of gross sales**; Includes (2)120V outlets. Tent rental - \$175 – includes one light (sidewall \$36)	\$
	<input type="checkbox"/> More than 10x10	\$250* + 20% of gross sales**; Includes (2) 120V outlets. Add \$25 per every foot over 10' 10'x20' tent rental - \$225 – includes two lights (sidewall is an additional \$72).	\$
*Nonrefundable fee **Percentage is collected during the ticket redemption process. Please contact McKinney Main Street for custom pricing for vending spaces larger than a 10x20.			
Electricity Fees (if applicable)	Additional 120 v outlets	Qty ____ @ \$45 a piece	\$
	220 V (30 amp) outlets	Qty ____ @ \$50 a piece	\$
	220 V (60 amp) outlets	Qty ____ @ \$125 a piece	\$
	220 V (100 amp) outlets	Qty ____ @ \$175 a piece	\$
TOTAL FEES:			\$
<i>Please make check payable to McKinney Main Street or call the office (972-450-2661) for credit card processing options.</i>			
<p>RELEASE: Vendor must commit to staffing a booth and offering services during all festival hours and as well as incorporate the OKTOBERFEST theme. For good and valuable considerations received, the undersigned agrees to indemnify and hold harmless, City of McKinney/McKinney Main Street, its members, officers, directors, employees, sponsors, volunteers, contractors and agents from any and all liabilities, obligations, claims, damages, diminution in value, costs, and expenses (including all court costs and reasonable attorney fees) (collectively, "claims") that the undersigned may suffer or incur prior to, during, or following participation of the OKTOBERFEST in the Historic Downtown of the City of McKinney, including any injury to persons or property under my control or to persons or property of my agents, employees or invitees from any cause, including but not limited to theft or loss of property. The undersigned recognizes the hazards of participation in an outdoor event and assumes all risks of participation; refunds will not be given in the event of inclement weather. In full consideration for all rights granted to you hereunder, you shall pay the required fees to be determined by the size of your booth space. This fee must be paid in full by Friday, July 28, 2017. Vendor understands that any and ALL sales of concessions, food, beverages, or merchandise shall be made through the use of tickets furnished by McKinney Main Street. Vendor shall not sell any items for cash, but only for tickets issued by McKinney Main Street. Patrons shall purchase tickets from McKinney personnel and redeem them at Vendor's tent(s). Vendor agrees that it shall abide by and that Vendor's participation in the Event is subject to all of the terms and conditions of the "Oktoberfest Food Vendor – Rules & Regulations" attached hereto and made a part hereof for all purposes, and Vendor represents and warrants that Vendor has read and understands the same.</p>			
Signature:			Date
SUBMIT APPLICATION: McKinney Main Street Attn: Oktoberfest Food Vendor 111 N. Tennessee St. McKinney, TX 75069		CONTACT INFORMATION: Geoff Fairchild gfairchild@mckinneytexas.org 972-547-2661 www.downtownmckinney.com	

2017 McKinney Oktoberfest Food Vendor Application Rules & Regulations

EVENT HOURS OF OPERATION:

Friday, Sept. 22 4 p.m. – 11 p.m.
Saturday, Sept. 23: 10:00 a.m. – 11 p.m.
Sunday, Sept. 24: Noon – 5 p.m.

Vendor agrees that it shall abide by and that Vendor's participation in the Event is subject to all of the terms and conditions of the "McKinney Oktoberfest Food Vendor – Rules and Regulations" included hereto and made a part hereof for all purposes, and Vendor represents and warrants that Vendor has read and understands the same. **Initial** _____

TICKET REDEMPTION PROCESS: Vendor shall not sell any items for cash, but only for tickets issued by McKinney Main Street. Patrons shall purchase tickets from McKinney personnel and redeem them at Vendor's tent(s). Tickets are \$1.00 each. **Initial** _____

****For purposes of this Agreement, "Gross Sales" shall mean the Concessionaire's total income from the sale of food and beverages, less sales tax, from the Concessionaire's booth. Initial** _____

Redemption begins Monday, September 25, 2017 and ends Thursday, September 28, 2017. Appointments will be made between 9am – 4 pm. Appointments will be located at the McKinney Performing Arts Center (111 N. Tennessee McKinney, TX 75069). Remember to bring all tickets. At this time, be prepared to give your Tax ID # or Social Security Number so payment can be processed. Please note that the ticket redemption process is subject to change, but all changes will be communicated to the vendor promptly. Please schedule ticket redemption appointment by emailing: gfairchild@mckinneytexas.org.

Remove all stubs and staples from the tickets. You do not need to bundle tickets. All tickets must be dry before they are weighed. At the time of appointment, a random sample of your tickets will be counted and weighed; the remainder of the tickets will be weighed and valued based on the sample weight.

A check will be issued, less McKinney Main Street's 20%, and any additional booth charges (street cleanup/grease damage charges, etc), and will be mailed to your address within 14 days of your appointment. **Initial** _____

Vendor is responsible for collecting and reporting all taxes for all sales made during the event and report them as being sold in McKinney, Texas. The state sales tax rate is 8.25%. For more information on filing, call 1-800-252-5555 or go to www.window.state.tx.us. Vendor agrees to pay promptly all applicable fees to take out all permits and licenses, municipal, state or federal, required for the permitted usage. **Initial** _____

SIGNAGE: All items offered for sale at the Concession Booth must be sold at prices that are plainly displayed on a menu board or comparable type signage. Signs may not be handwritten, have items taped over or have \$ signs. Items must be designated by the number of coupons required for purchase. **Initial** _____

BEVERAGES: Vendor may sell any brand of soft drink or water that they'd like, however, the size of each bottle must be 16.9 oz. There will be no beverage distributors selling on-site, you must purchase your inventory elsewhere and in advance. The selling price of each needs to be as follows: Carbonated soft drinks - \$3.00; Water - \$2.00. Other drinks such as Powerade or Redbull can be sold at any price of your choosing. **Initial** _____

TEMPORARY FOOD PERMIT: Each vendor will be responsible for submitting a Temporary Food Permit to the City of McKinney's Environmental Health Office before the event. Please contact the Environmental Health Office at healthinfo@mckinneytexas.org or (972) 547-7440 if you have any questions. **Initial** _____

DEADLINES/ CANCELLATIONS/REFUNDS: All nonrefundable fees are to be paid in full no later than Friday, July 28, 2017. In the event of termination by McKinney Main Street due to cancellation of the Festival, McKinney Main Street shall return any deposit or other fees paid by the Vendor. The vendor recognizes the hazards of participation in an outdoor event and assumes all risks of participation; refunds will not be given in the event of inclement weather. **The event will go on as scheduled rain or shine.** The Festival will only be postponed or cancelled if there is a possible danger to Festival attendees. **Initial** _____

TENTS/DISPLAY: McKinney Main Street does not provide your tent. A tent can be rented through our tent contractor (pricing on page 1). Vendor owned tents must get approval from McKinney Main Street before the vendor is accepted in Oktoberfest. **Each tent leg must be anchored and secured with a 40lb weight - Water jugs are not acceptable.** Vendors are to provide their own display materials, racks and / or additional tables to display and sell their products. Upon approval, booth spaces are provided on a first come, first serve basis. Booth locations are not guaranteed, and vendors are required to incorporate the Oktoberfest theme. **Initial** _____

PARKING: Vendor parking TBD – more information will be provided. **Initial** _____

SET UP/TEAR DOWN: Vendors are allowed to come into the festival perimeter and unload their goods starting at 10 a.m. on September 22, 2017. All vehicles must be moved from the festival perimeter by 3 p.m. Vendors may come back into the festival perimeter at 5:15 p.m. on Sunday, Sept 24, to tear down. Vendors may not shut down or depart their booth during hours of operation. Any vendor who leaves before the conclusion of the event will terminate their right as a vendor for future events. Vendors must personally attend their booths and must be present during the entire festival. The vendor shall maintain his/her own booth at all times in a safe manner. Vendors are required to conduct all activities within their assigned booth space. **Initial** _____

WASTE/GREASE: Vendor shall not dispose of any wastewater or grease except through grey water or grease containers. Failure to comply with this procedure will result in removal from the Event and Vendor's forfeiture of participation in future events. **Initial** _____

EXCLUSIVITY: McKinney Main Street reserves the right to grant exclusive rights to any product/item deemed appropriate for the Event. McKinney Main Street also reserves the right to negotiate sponsorship agreements that allow other companies the right to sell and or distribute food and beverage products at the Event. **Initial** _____

SAMPLING/BOOTH USAGE: The sampling or promotional giveaway of any item is prohibited unless authorized in writing by McKinney Main Street. The Vendor shall not use the Concession Booth for any purpose other than for the sale of food and beverages without prior written consent of McKinney Main Street. Vendor does not have the right to sublet any Concession Booth space without the prior written consent of McKinney Main Street. Vendor must only sell those items submitted and approved by McKinney Main Street. **Initial** _____

CONDUCT: There will be no drinking of any alcoholic beverages by any Concessionaire or one of their workers before, during, or after the event while still within the festival perimeter. **Initial** _____

INSURANCE: Vendor must supply a copy of their \$1,000,000 minimum General Liability Insurance with the City of McKinney added as an additional insured to complete your application. **Initial** _____

SECURITY: The McKinney Police Department will provide 24 hour security. This presence does not guarantee against theft or loss but should submit any precautions which the vendor has already taken. McKinney Main Street / the City of McKinney is not responsible for any lost, damaged or stolen items or property. **Initial** _____

OUTDOOR COOKING. No open flame cooking within ten (10) feet of a building, tent or grandstand shall be permitted. No liquefied petroleum containers shall be located within ten (10) feet of a building, tent, or grandstand shall be permitted and all LPG cylinders need to be secured. Outdoor cooking shall not be permitted within 20 ft. of a tent or membrane structure, unless approved by the fire code official. Dedicated cooking tents shall be separated from all other tents by a minimum of 20 feet.

Vendor shall provide: one Class K rated portable fire extinguisher when cooking equipment involves vegetable or animal oils and fats. One 2½ gallon water fire extinguisher at each cooking location using charcoal or wood fuel. **All fire extinguishers shall be operable and inspected within the last twelve months, NO EXCEPTIONS.** Approved metal container with tight fitting lids that are clearly marked "Ashes Only" must be provided by Vendor on site for disposal of charcoal or wood ashes. **Initial** _____

USE OF EXTENSION CORDS: Only UL listed outdoor-rated extension cords are permitted and must be a minimum 12 gauge with grounds. **Initial** _____

CLEANLINESS. Vendor's operations at the Event shall be, at all times, conducted in a clean, orderly, and legitimate manner in accordance with existing ordinances and laws requiring operation of the nature of Concessionaire. If using a tent, Vendors must supply ground cover for their entire floor space, minimum size 15'x15'. This material must be impervious to grease, non-combustible, feature a non-slick surface, and can be rolled up and disposed of at the end of the Festival. **Plastic tarp is not acceptable. McKinney Main Street recommends mineral surfaced rolled roofing material. If water is required for Vendor's booth, the Vendor must supply its own 100-foot water hose.** No rubbish, glass, bottles, or cans of any kind shall be placed on the ground or in any buildings by Vendor or its employees; all such items are to be placed in the provided trash receptacles. **Initial** _____

SIZE OF TRAILER/UNIT: Dimensions must include hitches, awnings, tie-downs, tables, side openings, tarps, trailer tongues, etc. Concessionaire must attach a drawing/picture to this Agreement detailing location of hitch, serving windows and any other information the Festival needs to know to properly place the Concessionaire's unit. **Initial** _____

- i. Linear Frontage: _____
- ii. Depth: _____
- iii. Height: _____

INSPECTION: McKinney Main Street reserves the right to inspect the Concessionaire's Concession Booth area and the Concessionaire's operations at any time during the term of this Agreement; provided, however, that it shall not interfere unduly with the Concessionaire's operations. The right of inspection reserved to the City hereunder shall impose no obligation upon McKinney Main Street to make such inspections or to ascertain the condition of the Concession Booth area and shall impose no liability upon McKinney Main Street for failure to make such inspections. **Initial** _____

McKINNEY OKTOBERFEST 2017 MENU ITEMS

Vendor Name: _____

Contact Name: _____

Phone Number: _____

Please provide a list of the proposed menu items you want to sell. McKinney Main Street of Special Events and Environmental Services Official must approve all menu items to be sold and a food service permit is required for vendors. Any changes to your menu must be made in writing by August 14, 2017. Menu items may be submitted after this date; however, they may not be included in the event brochure

FOOD ITEMS

Item 1: _____ Cost: _____

Item 2: _____ Cost: _____

Item 3: _____ Cost: _____

Item 4: _____ Cost: _____

Item 5: _____ Cost: _____

Item 6: _____ Cost: _____

NON-ALCOHOLIC BEVERAGES: McKinney Main Street requires charging \$2 (2 coupons) for bottled water and \$3 (3 coupons) for soft drinks to stay consistent and fair to both the consumer and all vendors.

Item 1: _____ Cost: _____

Item 2: _____ Cost: _____

Item 3: _____ Cost: _____

EQUIPMENT: To improve and maintain electricity, vendor shall provide in writing to McKinney Main Street Program Staff for pre-event approval an equipment list including the amperage.

Description 1: _____ Amps: _____

Description 2: _____ Amps: _____

Description 3: _____ Amps: _____

Description 4: _____ Amps: _____



CREDIT CARD AUTHORIZATION FORM

Name on the Card	
Amount to be charged: \$	
Description of Charge:	
Card Number:	
Please check the appropriate credit card: <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> American Express <input type="checkbox"/> Discover	
Exp. Date:	Billing Zip
CVV # (3 digits on back of the card): or 4 digit code on Front if AMEX:	Email: (For copy of receipt)
AUTHORIZATION: I authorize McKinney Main Street to charge my credit card in the amounts stated above.	
Printed Name & Signature:	Date
Phone Number:	
RETURN FORM: McKinney Main Street Attn: Geoff Fairchild 111 N. Tennessee St. McKinney, TX 75069 gfairchild@mckinneytexas.org	CONTACT INFORMATION: Geoff Fairchild gfairchild@mckinneytexas.org 972-547-2661 www.downtownmckinney.com