

In this document, you will be releasing and indemnifying Celebrating Asian American Heritage Foundation (CAAHF), defined herein, from the consequences of its own potential negligence.



# ASIAFEST '08

The 5<sup>th</sup> Annual Plano Asian American Heritage Festival  
11 am - 5 pm Saturday May 3<sup>rd</sup>, 2008 in Haggard Park, Plano, TX

## FOOD COURT BOOTH PARTICIPANT FORM

**REGISTRATION DEADLINE: April 3, 2008**

This form represents the contract between the Vendor of goods and services and the Grantor, The Celebrating Asian American Heritage Foundation, a 501(c)(3) Texas nonprofit organization charged with the responsibility of organizing and conducting the annual Plano ASIAFEST to showcase the multicultural aspects of the City of Plano. Grantor stipulates herein conditions for Vendor to participate in the Festival. As the Festival is an outdoor event, weather conditions may arise which are hazardous to all concerned; in that event, the Festival will be canceled with forfeiture of all fees save refundable deposits.

### Application Instructions:

1. Email the completed form to [FOOD@AsianAmericanHeritage.org](mailto:FOOD@AsianAmericanHeritage.org) or FAX to 214-461-0488
2. Mail a signed copy of this form with your check (payable to CAAHF) no later than April 3, 2008 to: CAAHF, c/o June Kang, 3941 Legacy Dr. Suite 204 #B127, Plano, TX 75023

Date \_\_\_\_\_ Organization Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Phone #: Work \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Menu – Please list every item that will be served: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Will your booth require electrical power? Yes or No If yes, how many watts (over 1,500 Watts must be approved in advance)? \_\_\_\_\_

**FEES:** The fee for a food booth is \$250 of which \$50 will be refunded with proof of a thorough clean up of your booth at the end of the festival. The \$250 fee is due in full by April 3, 2008 in order to guarantee your attendance at this year's festival.

Food Coordinator: May Li      [Food@AsianAmericanHeritage.org](mailto:Food@AsianAmericanHeritage.org)      214-868-3109

\_\_\_\_\_ Vendor Initials

THIS FORM CONSISTS OF 3 PAGES. PLEASE FILL-IN AND INITIAL ALL PAGES TO INDICATE ACCEPTANCE OF ALL CONDITIONS.

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CONTINUATION OF FOOD BOOTH APPLICATION FORM

## CONSENT AND RELEASE

I give permission to the Celebrating Asian American Heritage Foundation and/or its agents and sponsors for the recording, reproduction, and broadcasting/telecasting of any visual or aural occurrences during ASIAFEST '08 or its preparation.

I assign all rights and release from liability the Celebrating Asian American Heritage Foundation and/or its agents for the recording, reproduction, exhibition, broadcasting, telecasting, and distribution of my visual image, biography, voice, musical and/or theatrical performance, and musical text and/or written text materials used in such performance in connection with the production of ASIAFEST '08.

The undersigned hereby releases and forever discharges ASIAFEST '08, Celebrating Asian American Heritage Foundation, its officers, directors, employees, attorneys, agents, and assigns, and all other persons, firms, or corporations liable or who might be claimed to be liable ("Organization"), none of whom admit any liability to the undersigned, but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, and particularly without limitation on account of all injuries or claims, known and unknown, both to person and property, which may result or may in the future develop from any activities taking place in connection with the activities contemplated hereby.

The undersigned hereby indemnifies and agrees to defend and hold the Organization and its sponsors harmless from and against any claims, demands, loss, damage, or expenses resulting from the negligent acts or omissions of the Organization that may result or may in the future develop from any such activities.

I understand that the Celebrating Asian American Heritage Foundation reserves the right to refuse participation in ASIAFEST '08.

Signature \_\_\_\_\_

Title/Designation \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_ Vendor Initials

THIS FORM CONSISTS OF *THREE PAGES*. PLEASE FILL-IN AND INITIAL ALL PAGES TO INDICATE ACCEPTANCE OF ALL CONDITIONS.

CONTINUATION OF FOOD BOOTH APPLICATION FORM

**HOURS AND RULES OF OPERATION**

1. The cost of each 10x10' food booth at the Festival is \$250 of which \$50 is refundable with proof of a thorough clean up at the end of the Festival. The Festival will not require a percentage of your proceeds.
2. Hours of Operation are 11 AM to 5 PM on Saturday, May 3, 2008.
3. All setup of the booth must be complete for City Health Inspection by 10 AM on the day of the Festival, May 3, 2008.
4. The Vendor is responsible for obtaining and abiding by any and all necessary health permits and guidelines from the City of Plano. Contact: Pamela Dockins, **972-941-7143**. Health Permit Deadline: April 4, 2008.
5. Festival provides a Certificate of Flame Retardancy for all tents and canopies with the Special Events Permit. Flames from any cooking devices under tents must maintain a 10' clearance from flame to top, bottom, or side of tent. Festival provides one fire extinguisher for each cooking tent. Vendor must identify his/her operation as cooking or non-cooking. With only a few exceptions, the Health Department does not allow the cooking of raw meats at the Festival. In this context, cooking is the means of reheating food to a safe serving temperature. Contact: Lori Holter, **972-941-7159**.
6. Prior to the event, the City requires that all participating food vendors obtain and submit a Certificate of Insurance listing the City of Plano as an Additional Insured on the day of the event.
7. Vendors may not use their own booths or electrical generators. Electricity, a 10x10' booth, two tables, and two chairs will be provided by the Festival. *Vendors shall assess and notify the Festival of their **electricity requirements!** Any electrical requirements over 1,500 Watts must be approved in advance.*
8. By signing this contract, the Vendor assumes liability in returning the tables and chairs reserved on their behalf. Vendors will be charged for lost tables and/or chairs. Vendors are at liberty to bring their own tables and chairs such that they remain within the 10x10' booth confines.
9. Location, content, and size of all signs of the Vendor shall be limited to the Vendor's booth space. The signage should include any applicable sale tax.
10. The Vendor is responsible for collecting and submitting all applicable taxes to the proper agencies.
11. The Vendor shall not dispose of any wastewater or grease except through regular gray water or grease containers provided by the Festival.
12. The Food Court Coordinator will pre-assign booth locations for the event – priority will be given to applications received on a first come first served basis.
13. A copy of the menu should be mailed with the application. The menu should be displayed in the vendor's booth space at the Festival.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_ Vendor Initials

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