 Decatur Chamber of Commerce

 **EIGHTER FROM DECATUR**

 **FOOD TRUCK CHALLENGE**

Saturday, May 18, 2024

**FOOD TRUCK VENDOR CONTRACT**

**THERE WILL BE A MANDATORY MEETING FOR ALL TRUCKS AT 10:15 AM ON SATURDAY May 18, 2024**

**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 18, 2024

**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 9:00 am Saturday, May 18th, and cannot leave the event until 9:00 p.m. Any food truck not in place by 9:00 a.m. will not be able to participate. Food trucks have the option of arriving Friday, May 17th, between the hours of 12 p.m. to 5 p.m.

Once a truck is in place, they will not be allowed to leave the area until Saturday, May 18th, beginning at 9pm. 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.

NO TRUCK WILL BE ALLOWED TO ONLY ENTER THE CHALLENGE SECTION- ALL TRUCKS MUST OPEN TO THE PUBLIC WITH FULL MENU ITEMS FOLLOWING THE CHALLENGE. ANY TRUCK NOT WILLING TO OPEN TO THE PUBLIC FOLLOWING THE CHALLENGE WILL NOT BE ALLOWED TO ENTER THE FOLLOWING YEAR AND WILL FORFEIT ANY PRIZE WINNINGS.

**City of Decatur Permits Required:**

* **Health**
* **DECATUR CHAMBER OF COMMERCE WILL COVER THE COST OF THE TEMPORARY MOBILE HEALTH PERMIT**

You must either have a temporary mobile health permit or an annual mobile health permit issued by the City of Decatur. The application can be obtained online at <https://app.govwelltech.com/decatur/4/apply>.

Please contact Johnny Cohoon at 940-393-0371 or at jcohoon@decaturtx.org for any additional questions about health permits.

* Your Permit application must be completed no later than May 13th by 5:00 pm
* There will be NO onsite electrical provided, each vendor shall be responsible for their own power and will be required to follow all safety requirements set by Fire or Building Officials.
* All equipment must be in good original working order.

**Inspections:**

 Inspection of your vehicle can be on Friday May 17th, from 12:00 pm until 5:00 pm or Saturday, May 18th, from 6:30 am to 9:00 am at the Wise County Fair Grounds (3101 S. FM 51, Decatur, TX.)

For more information, the City’s offices are located at 1601 S State St Bldg. C , Decatur, TX. or you can contact Johnny Cohoon, Health Inspector at jcohoon@decaturtx.org or 940-393-0371.

**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 Ticket in the bucket in exchange for one (1) signature dish sample. Event staff will retrieve taster tickets from Vendor every hour, beginning from 12:00pm- 2:00 pm 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 $2.00 for each food ticket issued by the Chamber that Patrons redeem with Vendor between the hours of 11:00 am and 2:00 pm. Vendor may not begin serving Patrons until 11:00 am. Vendor may not accept any tickets after 2:00 pm. Any tickets submitted to the Chamber by Vendor after 2:30 pm. 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 3oz** 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 for service from 2:00 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 Wise County Fairgrounds 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**.** 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 22nd,** 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

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 **FOOD TRUCK CHALLENGE**

Saturday, May 18, 2024

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:

Actual Size of Vehicle: ft.

Serve on Passenger or Driver Side: \_\_\_\_\_\_\_\_\_

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

Tag #of Trailer/Truck\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact: (Someone not onsite for the event)

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GENERAL LIABILITY & VEHICLE 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.

Signature Dish:

 **Vendor Information & Checklist**

Thank you for your interest in the Decatur Chamber of Commerce

8th Annual Eighter From Decatur Food Truck Challenge

Saturday, May 18th, 2024

Grand Prize

 Food Truck Challenge is **$5,000.00**.

Other prize amounts include:

People's Choice $1000

 Best Sweet Treat $1000 Sassy Savory Award $1000

 Most Unique Food $1000 Best Bites $1000

* Only one prize awarded per truck. Professional foodie judges select the winners for each category.
* Maximum number of trucks is 22.
* **There is no fee to enter the contest, however it is limited to the first 22 trucks that enter.**
* The Decatur Chamber of Commerce will reimburse vendors $2.00 per Eighter Taster 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 January 30, 2024. 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. (Only complete entries will be considered)
* Food Truck Challenge Hours 11am-2pm (after 2pm trucks can sell full menu items until 9pm)

**Completed Application**

**Proof of Insurance**

**W-9 Form**

**Picture of truck to be used on social media**

**Signature Dish**

**Menu of items that will be served following the challenge**

**Please email completed applications to** **info@decaturtx.com**

**For more information, please contact Decatur Chamber of Commerce at 940-627-3107**