

2010

HISTORIC MANSFIELD MUSIC FESTIVAL

FRIDAY, OCTOBER 15
SATURDAY, OCTOBER 16



Hot Beats, Cold Brews & Bold Tastes!

Savor the flavor of this much-anticipated annual event as Discover Historic Mansfield, Inc. presents the Historic Mansfield Music Festival on Friday, October 15th and Saturday, October 16th.

This is your opportunity to promote your restaurant and dish up tasty fare to hungry festival-goers! We are inviting a limited number of restaurants to reserve booth space on Restaurant Row in Historic Downtown Mansfield.

The weekend features FREE concerts by premiere 80's cover band Poo Live Crew, Beatlegras and more, including famed talented guitarist Jimmie Vaughan.

Downtown Mansfield's Main Street will be filled with music, street entertainment, children's activities, a chili cook-off, delicious food, a classic car show and more! This will be an extraordinary weekend event!

Enclosed is everything you need to participate in the Historic Mansfield Music Festival. Applications for restaurant booth space will be accepted on a first-come first-served basis. Complete your forms now to be a part of this fantastic weekend event!

All agreements and fees must be returned by September 17th to take part in this flavorful event.

See you on Main Street!

A handwritten signature in black ink that reads 'Tom Eastman'.

Tom Eastman, President
Discover Historic Mansfield, Inc.

www.historicmansfield.net

RESTAURANT APPLICATION/CONTRACT

Main Street in Downtown Mansfield Texas - October 15-16, 2010

HISTORIC
MANSFIELD
MUSIC FESTIVAL

2010

Page 1 of 2

For office use only:

Date rec'd _____

Check # _____

Amount _____

Space _____

Assignment _____

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PARTICIPANT INFORMATION

Restaurant Name _____

Contact Name _____

Address _____ City _____ State _____ Zip Code _____

Phone _____ Email (Important forms and updates will be delivered via email) _____

We will serve (description of food to be served at your booth) You may serve water & soft drinks in addition to your food offerings - they must be bottled/canned. No alcoholic beverages: _____

RESTAURANT SPACE REQUEST

1) Check one:

- Double Size Booth** - (two side by side 10' x 10' spaces - total 10' x 20')

Delivery, setup and teardown of a 10x20 tent, ten 30-lb. bags of ice delivered, (4)8-ft. tables, (4) chairs, (1) halogen light, electricity, access to water, trash disposal. **\$950**

- Standard Size Booth** - (one 10' x 10' space)

Delivery, setup and teardown of a 10x10 tent, ten 30-lb. bags of ice delivered, (3)8-ft. tables, (2) chairs, (1) halogen light, electricity, access to water, trash disposal. **\$500**

2) Check one:

- I will I will NOT require electricity (vendor is responsible for supplying min. 100' outdoor heavy duty electrical extension cord)

Electrical appliance(s) you will use: _____ Watts: _____ Amps: _____

(if approved, the appliance(s) noted on this application are the ONLY appliances you may use at the event)

3) Check one:

- I will participate both Friday & Saturday

- I will participate Saturday only

Make checks payable to: Discover Historic Mansfield, Inc. and mail with all signed forms to 900 N. Walnut Creek, Ste. 100 #267, Mansfield TX 76063

NOTE: Full payment is due with application. Applications without payment will not be accepted. Restaurant booth fees are NON-REFUNDABLE. Space assignments are at sole discretion of festival management.

RESTAURANT APPLICATION/CONTRACT

Main Street in Downtown Mansfield Texas - October 15-16, 2010



IMPORTANT DATES

Application Deadline: September 17th for prime booth location and maximum advertising exposure.

Restaurant Booth Hours: Friday, October 15, 7:00pm - 11:00pm. Saturday, October 16, 11:00am - 11:00pm

Restaurant Booth Set Up:

Friday, October 15, 2010 3:00pm - 6:00pm (booth must be open ready to serve by 7:00pm)

Saturday, October 16, 2010 8:00am - 10:00am (booth must be open ready to serve by 11:00am)

IMPORTANT: Restaurant booths must be set and ready to serve by 7:00pm on Friday, October 15, 2010; 11:00am on Saturday, October 16. Absolutely no tear-down prior to 11:00pm on Saturday, October 16. After teardown on Saturday: To ensure the safety of festival-goers and participants there will be no movement of vehicles into or out of the area prior to midnight. Violation of these rules will prohibit participation in future festivals.

CHECKLIST

- Application (both pages) - MUST be completed in full, signed and accompany payment. No exceptions.
- Signed Terms & Conditions page
- Signed Policies & Procedures page
- Copy of current General Liability Insurance certificate with a minimum \$500,000 coverage
- Copy of Temporary Food Services Establishment Permit
(It is the participant's responsibility to obtain permit and to abide by health department guidelines. For permit application contact the Tarrant County Public Health Department at 817-321-4960. Contract is void and there will be NO REFUND for failure to obtain permit and provide proof of such by October 1, 2010).
- Retain a copy of all pages for your records

ACKNOWLEDGEMENT OF TERMS

The undersigned hereby makes application for restaurant booth space during the 2010 Historic Mansfield Music Festival to be held October 15 -16, 2010. I, the undersigned, have received, read and agree to comply with the official rules and conditions of contract, as well as terms & conditions and policies and procedures as set forth in this application, and any subsequent correspondence. I hereby release and forever discharge Discover Historic Mansfield, Inc., all sponsoring organizations and their directors, officers, employees, agents and volunteers from any responsibility, personal liability, claims, loss or damage arising out of my participation in the 2010 Historic Mansfield Music Festival. I understand my fee to participate is NON-REFUNDABLE.

Applicant Signature: _____ Date: _____

MAIL ALL FORMS WITH PAYMENT TO:

Discover Historic Mansfield, Inc.
900 N. Walnut Creek, Ste. 100 #267
Mansfield TX 76063

Questions?

Call Jim at 817-229-6830
Email: historicmansfield@gmail.com

POLICIES & PROCEDURES/FAQs

Main Street in Downtown Mansfield Texas - October 15-16, 2010

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IMPORTANT NOTE: Please read each of the items and sign your acknowledgment and agreement to abide by the policies & procedures.



EVENT FORMAT:

The format of the event is to allow restaurants the opportunity to showcase their best/favorite menu item(s) to festival-goers with a sampling or small serving. This is designed to allow the restaurants maximum exposure as festival-goers will visit restaurant booths to sample a variety of dishes from several restaurants. Each restaurant participant should prepare dishes (as many or as few different dishes as you like) up to \$2 each. Additionally, restaurants may sell non-alcoholic beverages such as water and soda.

RESTAURANT BOOTH PLACEMENT:

Restaurant booths will be on "Restaurant Row" on Main Street in downtown Mansfield. If you have chosen to take advantage of this event, you will be expected to remain open and serving during the restaurant booth hours noted on the application. Please adequately staff your booth.

SUGGESTED BOOTH SUPPLIES: Each restaurant will be provided with all those items noted on the application form. It is the responsibility of the participating restaurant to bring signage/banners /decorations for your booth, trash can(s), serving supplies such as (but not limited to) plates, forks, knives, napkins, etc. Additional bags of ice will be available for purchase on-site at \$5/per bag.

HOW MANY PEOPLE ARE EXPECTED TO ATTEND THE EVENT? A total of approximately 8,000 people are expected to attend the festival.

WILL THERE BE ACCESS TO WATER? Yes.

CAN I COOK AT THE EVENT? Yes, but most participants will likely cook at the restaurant and bring warming trays to serve. The health department will check food temperature when they inspect.

WILL THERE BE REFRIGERATION? Restaurants should bring ice chests if there are items that must remain cold.

HOW WILL YOU PROMOTE THE EVENT?

Discover Historic Mansfield, Inc. will promote the event and participants through a wide range of media, including:

- a dedicated website www.historicmansfield.net
- Promotional posters around the community
- Advertising through:
 - Local and regional print media
 - Local and regional radio
 - Community calendars on TV Station websites (Channel 11, Channel 8, Channel 33)
 - Flyers in area hotels
 - EventLister.com
 - LoneStarCalendar.com
 - Traveltex.com
 - Thingstodo.com
 - Texas Music Office website
 - Town-Mall.net
 - FestivalsandEvents.com
 - City of Mansfield newsletter

ADDITIONAL QUESTIONS?

Please contact Restaurant Chairperson Jim McMillen at 817-229-6830 or email historicmansfield@gmail.com

I have read each of the items above and agree to abide by the Policies & Procedures:

Restaurant Participant Signature: _____ Date: _____

2010 Historic Mansfield Music Festival Terms and Conditions

THE ORGANIZER: Discover Historic Mansfield, Inc., 900 N. Walnut Creek, Ste. 100 #267, Mansfield TX 76063;

VENUE: Main Street in Downtown Historic Mansfield, TX. October 15, 2010 - October 16, 2010.

1. FESTIVAL TIMETABLE

SET UP TIMES: 3:00pm - 6:00pm Friday, October 15th or 8:00am - 10:00am on Saturday, October 16th.

RESTAURANT BOOTH HOURS: Friday: 7:00pm - 11:00pm. Saturday: 11:00am - 11:00pm

All booths must be fully set-up, adequately staffed and open for business during Restaurant Booth hours noted above. No dismantling or packing may be started before 11:00pm on Saturday, October 16th. The Organizer will not allow any moving of booths after the opening of the festival. Violators are subject to being barred from participation in future festivals. Organizer is not responsible for any errors, omissions, typos, misspellings, etc., in any Festival publication, advertising, or in any Festival electronic media.

2. **ALLOCATION OF SPACE:** No restaurant booth participant shall change or add to the products to be sold without the written consent of the Organizer. No restaurant booth participant may sublet or share allocated area with any other. The Organizer reserves the right in the event of unavoidable circumstances to change the layout of the exhibition, or any part thereof without the liability to the Restaurant Booth vendor. Any Restaurant Booth Vendor affected by any change will be notified.
3. **RESTAURANT BOOTH SPACE PROVISIONS:** Each restaurant booth participant will be provided with the area as contracted on their application. Restaurants are expected to supply any items necessary to serve. This is an outdoor event. Spaces are on street pavement - the terrain within your booth space may be uneven. Organizer will NOT provide grease barrels - restaurant is responsible for disposing of grease properly. Dumping of grease is a crime.
4. **BOOTH SPACE AREA:** Merchandise, displays, signs or other property of the Participant may not extend into the aisles to obstruct the view of other spaces or aisles. The Participant and their agents, employees or other representatives may not sell merchandise, give souvenirs or hand out any other literature of any kind anywhere other than in their own booth space. Throwing of souvenirs, loud shouting and making unnecessary noises, whether by human or mechanical means or other attention attracting devices will not be permitted. Booth personnel are expected to be dressed in a manner fitting with a community family festival.
5. **LOADING AND UNLOADING:** The Organizer shall provide two passes per each vendor for the purpose of setting up and dismantling Restaurant booth space. This permit will allow vehicle access onto Main Street into the festival site. Loading and unloading shall be made as close to your assigned booth as possible. After unloading, vehicles must be moved to Participant Parking. No overnight parking will be allowed. After festival closing at 11:30pm on Saturday, October 16th there will be no movement of vehicles into or out of the festival site until midnight.
6. **INDEMNIFICATION:** RESTAURANT PARTICIPANT SHALL INDEMNIFY AND HOLD THE ORGANIZER HARMLESS FROM ANY DAMAGES, LOSSES OR LIABILITIES RESULTING FROM ANY CLAIMS, DEMANDS, SUITS OR OTHER ACTIONS BASED ON OR ARISING OUT OF THE PARTICIPANT'S OCCUPATION OR USE OF EXHIBIT SPACE OR ITS INSTALLATION, OPERATION, OR REMOVAL OF EXHIBITS, INCLUDING BUT NOT LIMITED TO ALL CLAIMS AND DEMANDS OF PARTICIPANTS OF ANY THIRD PARTY INCLUDING ANY OF THEIR AGENTS, EMPLOYEES, REPRESENTATIVES, CUSTOMERS AND GUESTS FOR INJURY TO PERSON OR PROPERTY (INCLUDING THEFT OR MYSTERIOUS DISAPPEARANCE) ARISING BY VIRTUE OF ANY OCCURRENCE IN THE RESTAURANT BOOTH SPACE OR FESTIVAL SITE OR IN THE PARKING AREAS IN PROXIMITY TO THE FESTIVAL SITE DURING THE TERM OF THIS CONTRACT, AS WELL AS ANY PERIOD DURING WHICH THE EXHIBITOR IS MOVING INTO OR OUT OF THE FESTIVAL SITE. THE ORGANIZER AND THE FESTIVAL SITE DO NOT ACCEPT RESPONSIBILITY, NOR IS A BAILMENT CREATED, FOR MERCHANDISE OR EQUIPMENT DELIVERED BY OR TO THE RESTAURANT PARTICIPANT AT ANY TIME. DELIVERIES SHALL BE MADE ONLY AT THE TIME SPECIFIED. THE ORGANIZER AND THE FESTIVAL SITE ARE NOT RESPONSIBLE FOR ANY LOSS OR THEFT OF RESTAURANT PARTICIPANT'S MERCHANDISE OR EQUIPMENT DURING ANY PERIOD OF THE FESTIVAL, OR DURING SET-UP/DISMANTLING. THE RESTAURANT PARTICIPANT SHALL OBSERVE AND ABIDE BY ADDITIONAL REGULATIONS MADE BY THE FESTIVAL FOR THE EFFICIENT, SAFE OPERATION OR SUCCESS OF THE FESTIVAL AND SUCH ADDITIONAL REGULATIONS SHALL BE AT THE SOLE DISCRETION OF THE ORGANIZER. ANY RESTAURANT PARTICIPANT WHO VIOLATES ANY OF THE TERMS AND CONDITIONS IS SUBJECT TO BEING REFUSED FURTHER PARTICIPATION IN THIS FESTIVAL OR ANY OTHER FESTIVAL MANAGED BY THE ORGANIZER. BOOTHS NOT OCCUPIED BY THE CLOSE OF THE SCHEDULED SET-UP TIME WILL BE REASSIGNED AND RESTAURANT PARTICIPANT IS NOT ENTITLED TO ANY REFUND.
7. **CANCELLATION/REFUNDS:** Restaurant Booth fees are NON-REFUNDABLE. No exceptions. No refunds due to inclement weather.
8. **FEES:** The fees paid per this contract represent an agreed measure of compensation for fair value of services rendered by the Organizer. The Organizer shall be entitled to close a Restaurant Booth Space at any time for failure by a Participant or his assignee or any officers, agents, employees, or other representatives of such Participant or assignee to perform, meet or observe any terms or conditions set forth herein and such Participant shall not be entitled to any refund or any part of any fee.
9. **SALES TAX:** Each Participant is responsible for collecting and reporting applicable city and state tax on items sold at the Festival.
10. **COMPLETE CONTRACT:** The contract constitutes the complete agreement between the Organizer and the Participant. This contract supersedes all previous or contemporaneous negotiations, arrangements, agreements, or understandings, if any, between the Organizer and the Participant with respect to the subject matter of this contract. No modification of this contract shall be valid unless approved in writing by the Organizer. The acknowledgement by the Organizer of the receipt of the contract duly complete and returned with the appropriate fee will form a contract between the Participant and the Organizer. The Organizer shall have full power to interpret and/or amend these Terms and Conditions, which in its discretion shall be in the best interest of the festival. The decision of the Organizer must be accepted as final in any dispute between the Participant and any situation not covered by these Terms and Conditions.
11. **OBLIGATIONS:** The Organizer does not guarantee in any way the success of any Participant.
12. **TEXAS LAW:** This contract shall be construed under the laws of Texas and all obligations hereunder shall be performable in Texas. All legal actions brought to enforce rights under this contract shall be instituted in the courts in Texas. **FAILURE TO PROVIDE EXHIBIT SPACE:** The Organizer shall not be responsible for any damage or cause of action resulting from failure to provide a specified exhibit space due to any reason beyond its control or due to its sole or partial negligence, including without limitation, government regulations or controls, strikes, work stoppages, acts of God or the occupation of any portion of the festival site by any governmental authority or a public enemy, or the Organizer's inability to obtain sufficient exhibit space.
13. **INSURANCE/HEALTH PERMIT:** General Liability insurance with minimum \$500,000 coverage and a Tarrant County Health Permit is required.

I have read and agree to abide by the terms and conditions as stated above.
Signature is required - no application will be accepted without signature.

Participant Signature: _____ Date: _____