

DISCOVERY GREEN VENDOR PROGRAM RULES

2014

MANDATORY - All Vendor Applicants must read and agree to the following terms and conditions. Upon approval, vendors will receive an invoice and be required to submit payment and any other required documents prior to the event. All vendors must be in compliance with all applicable county, city, state and federal regulations, and hold all required permits and/or licenses.

1. Booth Space consists of:

- 10' x 10' of operational space (Vendor/purchaser provides tent and furnishings.)
- Opportunity to sell signature items. Market Vendor agrees to sell only material souvenirs and not food or beverage items. Food Vendors are permitted to sell/sample signature menu items.
- Opportunity to promote your company on-site with coupons, promotional materials and name identified uniformed employees.
- On-site set-up generally begins 60-90 minutes prior to event start time.
- Vendors will determine the prices of their own products. It is required that vendors post their prices. Vendor is required to collect, report and pay all applicable sales taxes.
- Vendor is required to post adequate signage. Business name must be displayed. Vendors are encouraged to market their area creatively and artistically to ensure profitable sales.

2. Vendor agrees to provide all operational equipment (i.e. tents, displays, extension cords, tables and chairs). Vendor assumes all responsibility for set up and tear down of pop-up tents, tables, chairs, and booth display. For the safety of park patrons, driving is not allowed in the park without prior management approval (additional fees may apply).

3. Vendor agrees to set-up and sell only in the assigned booth space. Any set-up outside the 10' x 10' allotted space will incur additional booth space fees. The booth space must operate all hours of the event and vendor may not leave prior to close of the event. Roaming the site or selling from multiple locations within the park site is not permitted and could result in removal from the event with no refund.

4. Vendors are responsible for bringing their own 10'x10' pop-up tent. Any color is fine. Each tent must be weighted immediately upon being put up with sufficient weight (25 lbs.) on each leg to prevent the tent from being moved by the wind.

DISCOVERY GREEN TAKES CANOPY SAFETY VERY SERIOUSLY: A good reference for safety and weights for canopies: <http://www.wafarmersmarkets.com/resources/canopysafety101.html>.

5. Limited electricity (110 AC) is available at the additional rate of \$10.00 per booth space. Vendors utilizing electricity must bring their own extension cords, and follow direction of Discovery Green Conservancy staff during set up.

6. Vendor agrees that Discovery Green staff determines booth location. Booth location and fee are

non-transferable and non-refundable. Approved vendors will receive details on load-in/out, parking and site map with booth location 2-5 business days prior to event.

7. Vendor agrees not to damage Discovery Green property in any way (i.e. nails, staples, paint, etc.) and agrees to pay for any damages therein.
8. All Vendors must vacate the park vending areas within two hours after the event.
9. Cleanliness and Cleanup: All Vendors are required to clean up their own refuse, packaging material and any debris in their stall and selling area in a timely manner. During Discovery Green event hours, Vendors must continuously monitor the debris around their selling area and pick up any trash and keep their area clean. All trash picked up by the Vendors must be placed within the recycling or trash receptacles provided by Discovery Green.
10. Vendor agrees to behave in a professional manner or he will be dismissed from the park grounds without a refund. Any vendor suspected of alcohol or illegal drug usage during the event, set-up or take-down, will be dismissed from the park without a refund.
11. Vendor assumes all risk and liability associated with an outdoor event including theft and inclement weather of any type. In the event of extreme weather, staff has the authority to cancel the event and issue booth-credits. No cash refunds will be issued.
12. No live or recorded music is allowed during the event. No loud, aggressive promotion is allowed.

No smoking is allowed at Discovery Green.

Insurance/Indemnity: The Vendor is not covered under the DGC insurance policy and waives and releases all rights of recovery of any losses and damages against DGC, Houston Downtown Park Corporation, Houston First Corporation and the City of Houston which include the Mayor, all other elected officials, each board member and all employees (hereinafter the "Entities"). The Vendor hereby indemnifies, defends and holds harmless the Entities against all claims for bodily injury to or death of any person, damage to any property or discriminatory denial of access, even if the injury, death, damage or loss is caused by the Entities' joint or concurrent negligence (but not the sole negligence or gross negligence) and/or the Entities' strict products liability or strict statutory liability resulting from the Event or from the Vendor's presence in the Venue; Vendor's breach of this Agreement; failure of the Vendor to comply with all applicable laws in conjunction with the Event; or any infringement of intellectual property rights arising from the Event.

Insurance Requirements (Food Vendors only):

1. Before being allowed to sell/sample at Discovery Green, concessions vendors must provide a certificate of insurance that shows at least the following coverage:
 - General liability insurance coverage including products liability.
 - At least \$1,000,000 limit of coverage for single occurrences and \$2,000,000 aggregate.

2. The certificate must read as follows: "Discovery Green Conservancy, Houston Downtown Park Corporation, Houston First Corporation and City of Houston, its officers, employees, agents, and trustees are herein named as additional insured."

This exact wording and coverage is required on all certificates or the vendor will not be allowed to sell/sample.

3. The insurance carrier must have a financial rating satisfactory to Discovery Green.

Other Concessionaire Requirements:

1. Food vendors are responsible for all catering materials brought into the park, food preparation, busing during and after the event, breakdown immediately following the event (excepting only materials owned by Discovery Green Conservancy) and cleanup. All catering supplies and equipment must be removed from the premises immediately following the event.

Discovery Green is not responsible for loss of catering supplies, equipment or any other property, which is under the care and control of the food vendor.

2. Vendors shall not dig, stake or otherwise penetrate the ground surface with any post, stick rod or other object. The park has an extensive network of irrigation lines, drain lines, water lines and other infrastructure that could be damaged by such actions, and the vendor will be responsible for the cost of repairs if any of these lines are damaged.

3. Vendors are required to follow the instruction of Discovery Green staff during set up. Vendors must bring, and be set up in, their own 10 X 10 tent.

4. Food Vendors Cleanup: Removal of leftover ice, foodstuff, catering trash, etc. is the responsibility of the food vendor. The food vendor must remove all food trash from the premises. Discovery Green does not have facilities or dumpsters for food trash disposables. Glass bottles or liquid waste may not be placed in trash bags. Trash must be double bagged and may not be over loaded or excessively heavy. The caterer must lighten heavy bags. Trash cans and liners are to be provided by caterer.

Do not empty solid debris (lime wedges, shrimp tails, grease or oil, etc.) anywhere in the park.

5. A Temporary Food Dealer's Permit may be required for certain food vendors. It is always recommended to check with the city's Health & Human Services Dept. for verification. See <http://www.houstontx.gov/specialevents/pdf/foodguidelines.pdf> for more information.

6. Liquefied Petroleum Gas (Propane) & Bar-B-Q Pits:

- HFD standby required for any amount of propane appliances in District of Limitation 1 (Downtown). Standby will report one hour prior to event and remain one hour after event for connecting and disconnecting of propane cylinders.
- Licensed LP-Gas Company shall perform all connections for propane appliances in
- District of Limitation 1.
- Storage of spare propane cylinders shall not be permitted within District of Limitations 1 & 2.

- Current inspection sticker on all propane appliances from a licensed LP –Gas Company.
- HFD standby &/or licensed LP-Gas Company must be present when propane cylinders arrive on site in District of Limitations 1.
- Licensee is not permitted according to fire regulations to bring propane cylinders into District of Limitations 1 & 2 (including the park) to store for any length of time before usage. Propane cylinders are only allowed on site when it is actually time to cook and only in the presences of the HFD standby &/or licensed LP-Gas Company.
- A permit is not required for use of Bar-B-Q pits, but all charcoal will be started with an electrical starter designed for this purpose. NO liquid starters will be permitted. (Quick-starting charcoal is recommended)
- Lighting of charcoal pits must be in the presence of a Discovery Green staff member to ensure safety of park patron, staff members and attendees, and to ensure no possible damage or risk of fire to park property.

Note: For more information contact Inspector Bertzell Freeman at 713-859-4523 or Bertzell.Freeman@houstontx.com.

Ready to Eat Food Vendors: All foods must be prepared and served in compliance with all city and county health regulations. The Discovery Green Staff has final say on types of food to be allowed at each market event.

All Vendors of ready-to-eat products must show proof of current and required licenses, permits, and liability insurance policies and have a copy on file with Discovery Green. They must also keep copies of all required licenses, permits and insurance papers available at Discovery Green for inspection by government officials.

All menus must be clearly marked as to price and type. Vendors of ready-to-eat products may not sell food not originally listed on the application without prior approval of Discovery Green Staff.

All city, county and state health regulations must be followed. Prepared food vendors must provide adequate facilities to keep hot and cold foods at prescribed temperatures as per city of Houston and Harris County Health Department requirements.

Prepackaging (prepared foods): All closed consumer containers shall be labeled with the following: quantity or weight of the contents, the name and address of the producer and a list of all the ingredients, with the highest proportion ingredients listed first in descending order. Each container must have a tamper seal that is to be broken prior to opening.

These rules may be modified at any time. A Discovery Green Staff Member will notify vendors of any changes.

_____ Event Date

_____ Event Name

Company Representative Job Title

Printed Name of

Phone #

Signature

Address Email

Person Cell Phone #

On-site Contact

Contact Person Email Address On-site
