



CONTACT NAME: _____

FOOD TRUCK NAME: _____

ADDRESS/ZIP: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: (Required): _____

DAY OF EVENT CONTACT: _____ CELL NUMBER: _____

DESCRIBE FOOD TO BE SOLD AND PRICE RANGE:

FOOD TRUCK DIMENSIONS – Length, Width, Height:

APPLICATION DEADLINE: April 31, 2019

Space is limited. Notification of acceptance or rejection via email by May 15, 2019

Onsite space assignments and load instructions will be emailed by October 1, 2019

Send application and make payment to:

Kerrville Chalk Festival, P.O. Box 291276, Kerrville, Texas 78029

- All Food Trucks must complete the City of Kerrville’s Temporary Vendor Permit and possess proof of Certified Food Handlers
- Copy of certificate of insurance
- Copy of food vendor contract
- Signed copy of food truck contract

PARTICIPATION FEE:

In City of Kerrville parking lot adjacent to City Hall to serve and sell two days, Saturday and Sunday, October 12 and October 13 between the hours of 10:00 a.m. - 5:00 p.m. Street will be closed to vehicular traffic.

Fee includes Temporary Vendor Permit costs.

\$400.00

(Chalk Festival organizers will pay City of Kerrville’s fees)

Kerrville Chalk Festival committee has the exclusive right to sell beer and wine. Food Truck Vendors food type will be exclusive based on first come, first serve upon approval.

History of Street Painting

The tradition of street painting began in 16th century Italy with itinerant artists, many of whom had been brought into the cities to work on the huge cathedrals. When the work was done, they would often recreate the paintings of the Madonna onto the pavement. They became known as I Madonnari. They traveled across Europe joining in the festivals making their living from coins received from passers-by. For centuries I Madonnari were folk artists, reproducing simple images with crude materials such as tile, coal and chalk until World War II disrupted this tradition. In 1972, street painting was rejuvenated and today the performance art-form is recognized all over the world.

The Beneficiary

The Cailloux Foundation is the founding sponsor for the Kerrville Chalk Festival in downtown Kerrville, Texas. The 2019 Festival will benefit Our Lady of the Hills School.

KERRVILLE CHALK FESTIVAL ON THE PLAZA 2018 FOOD TRUCK CONTRACT

This Vendor Contract is between _____ (“Vendor”) and Cailloux Foundation (CF) for the Kerrville Chalk Festival on the Plaza, Kerrville Texas. All references to the event will be referred to as the “Festival”.

Section 1. Grant of Space

If accepted by, which acceptance shall be given or withheld in CF’s sole discretion. Vendor will receive a timely refund of enclosed fees if application is not accepted. No refund will be provided by CF to Vendor if Vendor does not receive a City permit prior to the date of Festival for any reason. Upon acceptance of the Vendor application, required supplemental materials, signed contracts, City permit and receipt of payment, CF will grant Vendor the right to use a designated booth or space, on the terms and conditions set forth herein, in the Festival (the “Space”) on October 12 & 13 from 10:00 a.m.-5:00 p.m.; provided that Vendor shall have additional time for set-up/take down as may be communicated to Vendor by CF. The Festival will take place on and around Peterson Plaza in downtown Kerrville.

Section 2. Laws and Permits

- A. Vendor must comply with all relevant local, state and federal laws.
- B. Vendor is responsible for obtaining and paying for any and all business licenses, permits, and taxes that are required for its operation, including state sales tax.
- C. Vendor will not be allowed to participate unless it has fully complied with all city and state requirements and other responsibilities under this Contract, including but not limited to the timely submission of certificates and required documents and timely payment of the participation fee.

Section 3. Use of Space; Vendor Conduct

- A. Vendor’s use of the Space is non-transferable. Vendor may not allow anyone else to use the Space without the express permission of CF.
- B. CF offers no guarantees or warranties of any kind. The Festival occurs rain or shine. Once accepted, no refunds or rain checks will be given for any reason. There will be no refunds whatsoever if any unforeseen circumstances, acts of God, weather, terrorism, or war result in the cancellation of the Festival.
- C. the Space is provided as-is on Peterson Plaza near the City Hall parking lot.
- D. Vendor must keep its merchandise within the allotted boundaries of the Space. The Space will be assigned and notification of allotted space given by CF to Vendor via email approximately three days prior to the Festival.
- E. Vendor shall not be permitted to amplify music.
- F. Vendors must be set up and ready for operation by 10:00 a.m. on October 12 (the official opening time of the Festival) and must vacate the Festival grounds no later than two hours after the official closing time of the festival. Food trucks must return on October 13 and be ready for operation by 10:00 a.m. Vendor may not vacate the Festival prior to the official closing time of 5:00 p.m.
- H. No moving food trucks are permitted in the Festival site after 10:00 a.m. or before 5:00 p.m. during the Festival’s hours of operation. Supplies must be transported by hand or on a small cart.
- I. Vendor must remove its own trash from the Space and dispose of trash in fest dumpsters provided by City of Kerrville. Vendors must leave the Space trash-free and in the same condition as when initially provided. Vendor will be charged \$150 penalty for any debris or trash left on site.

Section 4. Merchandise; Prohibited Items

- A. CF may inspect Vendor food and beverage at any time to determine that it is consistent with the description represented in the application. CF may terminate Vendor’s rights granted herein if Vendor’s merchandise is not consistent with its application.
- C. Vendor is also prohibited from selling counterfeit items, unlicensed merchandise, guns, ammunition, alcohol, drug paraphernalia, items prohibited by Texas or federal law, or any merchandise that CF considers racist, discriminatory or offensive.

Section 5. Indemnification and Release

- A. Vendor will release and will hold harmless the CF and the City of Kerrville from any and all claims arising from any injuries, losses or damages (whether to person or property) caused by Vendor, Vendor’s merchandise, or Vendor’s participation in the Festival. Vendor agrees to indemnify the CF and the City of Kerrville from any and all expense arising because of any such claim.

Section 6. Advertising

A. Any Vendor wishing to advertise must do so at its own expense. Any advertising must be approved by CF prior to publishing.

Section 7. Causes for Denial of Selling Privileges; Disciplinary Actions

A. Any Vendor who seeks to evade, or refuses to make payment of the proper rental fees will be denied selling privileges.

B. Use of racial or ethnic slurs, profanities, derogatory language and other inappropriate behavior will not be tolerated on the Festival premises and will be cause for denial of selling privileges.

C. If CF learns of written or verbal complaints against a Vendor showing reasonably conclusive evidence that the Vendor has practiced deception by either: (i) displaying or selling merchandise packaged to misrepresent the quality or condition of such merchandise, or (ii) giving false information regarding the origin, variety, quality, condition or value of the merchandise, CF may terminate Vendor’s rights granted herein or take other appropriate action.

D. CF may take appropriate action against any Vendor who fails to comply with relevant laws (federal, state and local), this Vendor Contract, or other rules established by CF. Such actions may include, but are not limited to, termination of Vendor’s rights granted herein, permanent denial of selling privileges, or other relief deemed necessary by CF.

E. CF may impose additional rules and regulations, as CF deems necessary. CF will notify Vendor of these additional rules.

Signature

CF Signature

Date

Date

Print Name

Business Name

Please send this signed contract, vendor application, the city temporary food vendor application, plus copies of sanitation certificate, insurance, kitchen inspection, signed contract and payment to:

Kerrville Chalk Festival
c/oThe Cailloux Foundation
P.O. Box 291276
Kerrville TX 78029-1276

*Full refund will be rewarded if application is not accepted.
For more information visit www.kerrvillechalk.org , or email katharine@kerrvillechalk.org*

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