

**Jazz a'Round Old Town Helotes
Food Vendor Policies and Instructions**



**March 23, 2019
Old Town Helotes**

The City of Helotes is pleased to invite you to apply as a food vendor for the 2019 Jazz a'Round Old Town Helotes festival taking place Saturday, March 23, 2019. This music festival occurs annually in the Old Town Helotes Special District. It includes an evening of prominent jazz artists, food vendors, beverages, and community camaraderie.

The City has taken a proactive approach to ensure that Helotes maintains its identity and expands economic development and tourism activities within the City. Jazz a'Round is one of the many cultural events sponsored by the City that improves the quality of life for area residents and ensures a steady flow of tourism into the City.

The one-day festival begins at 7 p.m. and concludes at 11 p.m. All food vendors must be set up on-site by 5 p.m. on the event day, and food sales should begin by 6:30 p.m.

Selection Information

Potential Jazz a'Round food vendors will be selected based on:

- Menu selection – The festival requires gourmet food choices and maintains a No Duplication Rule for vendors.
- Ability to serve a quality product in a timely manner.
- Cooperation with the City of Helotes staff, community and the public.
- Cooperation with the City of Helotes Health Inspectors.

No Duplication Rule

No vendor is allowed to offer another item already being sold by another vendor. The purpose of the rule is to maintain variety among the food choices offered to attendees at the festival.

Rules and Regulations

All food vendors shall adhere to the following:

- Vendor applications are being accepted from Jan. 16, 2019 to Feb. 13, 2019. Vendors will be notified of acceptance to participate by Friday, Feb. 15, 2019.
- If a vendor is approved by the City of Helotes to provide certain food and drink selections at the festival, then the vendor will be prepared with a sufficient quantity to serve all attendees who wish to purchase the approved food. The City anticipates 5,000 attendees.
- A \$100 vendor fee is required. The fee must be paid in full by Friday, Feb. 22, 2019. If the fee is not paid in full by this date, then the vendor's spot will be forfeited.
- All decisions regarding booth/food truck location at the event will be at the discretion of City of Helotes staff. Vendors will be notified of their set up location before the day of the event.
- The vendor shall be responsible for collecting money from the sale of food. The City of Helotes shall not be responsible for collecting money from such sales, nor be responsible or obligated to compensate the vendor in any way for the provision of the food at the event.
- The vendor shall dispose of all trash in the receptacles provided on-site.
- The City of Helotes is not responsible for loss of sales due to weather or other events, and it offers no guarantee of sales.

- This is an outdoor festival that will not be canceled due to rain. Vendors should come prepared for the weather.
- In the event of severe inclement weather that poses a danger to staff and attendees, the City of Helotes will determine the status of the event. Vendors will be notified by the telephone number provided in their application if the event is being delayed or canceled due to weather. It is recommended that vendors monitor the City's social media accounts for timely festival information, including Facebook, Twitter, and Instagram.
- Vendors are responsible for complying with all City of Helotes permit requirements, including securing a Temporary Food Permit issued by the City. The permit must be displayed on-site during the duration of the event.
- The vendor shall be responsible for the provision of food condiments and suitable service, such as paper plates, napkins, forks, extension cords, etc., that may be needed for the preparation and sale of food approved by the City of Helotes.

Insurance

All participating Jazz a'Round vendors shall maintain automobile liability insurance coverage in at least the minimum amounts required by State Law for all vehicles and trailers used at the jazz festival. The City of Helotes may require proof of insurance at any time, including requiring proof before approving the vendor's participation in the event.

Media Release, Waiver of Liability and Indemnity Agreement

The vendor agrees to indemnify and hold harmless the City of Helotes and any Jazz a'Round sponsors, agents, or other vendors against loss resulting from an activity of the vendor during the festival. Vendors must sign and return the agreement by Friday, Feb. 22, 2019.

Termination

The City of Helotes reserves the right to terminate the operation of the vendor at any time due to any of the following:

- The food is not of the highest quality.
- A professional manner is not maintained by the vendors and its staff.
- The vendor or staff violates the City of Helotes health requirements.
- The vendor or staff commits any act detrimental to the purpose of the jazz festival.
- The vendor or staff fails to cooperate with festival management.
- The vendor or staff sells any food product that is not approved by the City of Helotes.
- The vendor or staff fails to comply with any of the Rules and Regulations.

Food Preparation

Health requirements will be strictly enforced, including:

- A Temporary Food Permit must be obtained from the City of Helotes and posted on-site during the duration of the event. The permit may be purchase online at <https://www.helotes-tx.gov/temporary-food-permit/> or at City Hall in the Development Services Department located at 12951 Bandera Road in Helotes.

Separate Parties

The vendor understands and agrees that you are an independent contractor and that your selection to participate as a food vendor at the Jazz a'Round Old Town Helotes Jazz Festival is not evidence of an agency or joint enterprise. In not event shall any of the parties involved by deemed to be an employee of the other, and neither may enter into any agreement on the others behalf, nor shall either be entitled to any sort of wages based on the performance at the Jazz a'Round festival.

Important Deadlines

January 16, 2019	Food applications start being accepted online.
February 15, 2019	Vendors are notified of acceptance or declination to participate.
February 22, 2019	Deadline for fees and paperwork.
March 23, 2019	Jazz a'Round Old Town Helotes music festival takes place in Old Town Helotes.

Questions

For questions or additional information, please visit the City's website at <https://www.helotes-tx.gov/events/jazz-around-old-town-helotes1/> or contact the City of Helotes Public Relations Department.

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MEDIA RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Signatures are required for each participant. If needed, please continue on back.

Organization name: _____

Participant name: _____

Participant's address: _____

Participant's email address: _____

Participant's telephone number: _____

In consideration of the privilege of participating in the Jazz a'Round Old Town Helotes festival (Jazz a'Round), the receipt and sufficiency of which is acknowledged, I voluntarily grant unto the City of Helotes, its agents, representatives and assigns, and any media of any and all types whatsoever or other interested parties covering, web streaming, broadcasting, or communicating in any manner whatsoever any Jazz a'Round and/or Jazz a'Round event sponsored by the City of Helotes, the right to sell, record, broadcast and rebroadcast, duplicate, and/or otherwise exploit for pleasure or profit, in any media throughout the world, my performance in the Jazz a'Round; and to use my name, likeness, voice, photograph, image, biographical information, or any other information or data about me concerning my involvement, participation, and connection with the City's and its representatives, agents, and assigns' promotion of the Jazz a'Round and/or Jazz a'Round activities. For the same consideration described in paragraph one hereof, I, my agents, heirs and assigns, voluntarily agree to assume all risks and waive all liability to the maximum extent permitted by law associated with my involvement and participation in the Jazz a'Round and/or Jazz a'Round activities. I agree to forever save and hold harmless, release, indemnify and defend all of the following entities and individuals who shall hereinafter be referred to as the "indemnified parties:" the City of Helotes, its respective officials, managers, directors, employees, agents, successors, assigns, members, and volunteers, and any other individual or entity working or acting on behalf of the City with regard to the Jazz a'Round and/or Jazz a'Round activities. I, my agents, heirs and assigns agree to forever save and hold harmless, release, and defend the "indemnified parties" from and against any and all claims, damages, liabilities, costs, expenses and the like including all attorney's fees, arising out of my involvement and participation in the Jazz a'Round and/or any Jazz a'Round activities, including without limitation any and all personal injuries, death including my death, damage to my property, or damage to the property of others resulting therefrom.

