



Taste of Tucker Restaurant Policies and Conditions - 2018

It's time for **Taste of Tucker 2018!** The following rules and policies are a part of the participating restaurant license agreement for Taste of Tucker 2018. Please review them carefully, complete the application and sign the agreement.

1. PARTICIPATION FEE –

\$150.00 NON-REFUNDABLE FEE is required to reserve a space (please make check payable to **NETWorks Cooperative Ministry**; reference Taste of Tucker in memo line). Vendors will receive a tax deduction letter following the event.

2. **FOOD TICKETS** - The event will sell **Taste Tickets** at designated ticket booths. All participating restaurants are required to accept Taste Tickets as payment for their food items. Cash transactions and free food sampling are prohibited. Food Tickets will be valued at \$1 per ticket. Restaurants must collect Taste Tickets for all food sales at their booth, and turn them in to a designated event representative.
3. **FOOD PRICING AND TASTE TICKET REDEMPTION**
Restaurants are encouraged to provide 1 to 4 sample-sized items for sale. Sample-sized portions should be 1 to 3 oz. in size in order to encourage patrons to try a variety of different items at the festival. Items must be priced at 2, 3, 4 or 5 Taste Tickets equivalent to \$2 to \$5 item value. An event menu with ticket prices should be prominently displayed. Prices may not be altered during the event. At the conclusion of the event, all participating restaurants must turn in all Taste Tickets collected during the event to designated event representatives. Vendors who fail to turn in Taste Tickets on the day of the event will forfeit their revenue share.
4. **TASTE TICKET COLLECTION, OPTIONAL REVENUE SHARE, AND BOOTH LOCATION ON MAIN STREET**
Collected tickets will be counted by event coordinators. Restaurants may elect to receive a check (issued 10-14 days following the event) for 20% of the value of Taste Tickets collected at their booth at the conclusion of the event. Restaurants electing to contribute 100% of their collected Taste Tickets to support Taste of Tucker beneficiaries will be considered **VIP RESTAURANTS** and will have the opportunity to select their event location on Main Street upon receipt of their application and event fee, on a first come, first served basis. Event organizers will assign locations for all other restaurants.
5. **BEVERAGES** - Food vendors and their staff are prohibited from consuming or selling alcoholic beverages. All beverages, with the exception of approved specialty drinks, shall be sold exclusively by Taste of Tucker. Participating restaurants may submit specialty beverages as part of their proposed menu which will be subject to approval.
6. **VENDOR AREA** - Your booth space fee includes one 8' table and a banner with the restaurant name. Booth location assignments will be made approximately ten (10) days prior to the event. Restaurants must provide tablecloths, signage and any tent décor. Optionally, restaurants can request power to their booth and/or a 10'x10' tent at additional cost. While Taste of Tucker will furnish a banner with the restaurant name, the restaurant should furnish its own signs, menu boards and décor. Restaurants are encouraged to have menus and coupons available to the public to encourage patronage of the restaurant following the event. It is also recommended that vendors hold drawings and/or provide promotional giveaways at their booth--such as coupons, gift certificates, etc.--to promote their restaurant and increase patronage.
Vendors may not sublease any part of their space or participate in any third-party advertising or third-party promotions or display third-party signage at their booths.
Taste of Tucker is a family-oriented community event and all exhibits must be designed, constructed and operated in good taste with the best interest of the event and public safety. No explosive fuels or other highly combustible matter will be permitted. Carnival tactics, the use of public address systems or other similar activities by the Vendor shall not be allowed. Taste of Tucker does not guarantee exclusivity of products displayed.

6. **EVENT HOURS** - Because each event attendee should have the right to see all the exhibits, no exhibit or booth thereof may be closed during the event hours or be dismantled/removed until event ends.

The event starts promptly at 1:00 p.m. and all restaurants are expected to be fully set up and operational by this time. The event officially ends at 6:00 p.m. and restaurants are expected to remain open and serving food until this time. After 6:00 p.m. restaurants may elect to start breaking down/packing up booths even if event is to run over its designated time. No vehicles will be permitted to access the site until after the event when the majority of the crowd clears and public safety officials and event coordinators deem it safe for vehicles to be on site. Vendors who do not set up on schedule may, at the discretion of event coordinators, have their designated space changed or occupied by another vendor. The removed vendor shall not be entitled to a refund.

7. **CANCELLATION** - If any Vendor elects to cancel the contracted space for any reason, event cannot issue refunds. Upon receipt of your payment, a space on site is being held exclusively for your use and as such event will not be able to re-sell the space to another vendor.

8. **CLEANLINESS, DAMAGES & TRASH** - Vendors are responsible for maintaining acceptable standards of sanitation within their booths and for disposing of trash into trash receptacles provided by Taste of Tucker. Vendors are responsible for cleaning their assigned area of all debris, grease and soot at the event conclusion. Any vendor that leaves their space damaged, unclean or stained shall be assessed a damage/cleaning fee. Vendors using grease in their operations or producing grease waste or waste water as by-product of their food preparation must not dispose of their grease and waste water on the event site. Any such materials will need to be removed from the event site and taken back to your restaurant for appropriate disposal. If Vendor is found to improperly dispose of waste water or grease on the event site, a \$500 fee will be charged to Vendor.

9. **BEST OF AWARDS** – There will be four (4) contests during the event to honor the top restaurants at the event. A panel of festival judges will select the winners through a blind taste test of food samples prepared and presented to judges at the event. All food samples must be brought to designated judges' area by 4:30 pm on the day of the event. All contest entries should be presented on disposable dishware.

Winners will be announced on stage immediately following the final act of the evening. There will be four (4) individual award categories which will include:

- Best Appetizer
- Best Entrée
- Best Dessert
- Best Decorated Tent

10. **ELECTRICITY** - Power will be provided by temporary generator. The cost of one 110 volt single outlet which will be \$25.00. Restaurant Vendors are encouraged to use means other than electricity for food preparation. *If Vendor requires additional power, electricity request must be recorded on this contract and turned in no later than **SEPTEMBER 6th*** for booth placement within close proximity of temporary generators and to assure power is available to accommodate everyone's needs.

11. **DEKALB COUNTY HEALTH PERMIT FOR TEMPORARY EVENTS** - Since the event is produced by NETWorks, a certified 501c3 organization, restaurants are exempt from paying individual Health Department permit fees or completing individual Health Department applications. The event is required to submit a list of participating restaurants with menu items 30 days prior to the event, and as such the event requires a list of menu items to be provided no later than September 1st. All restaurants serving any type of food product (cooked on site, pre-cooked and/or warmed on site or prepackaged food) must comply with the policies established by DeKalb County Health Department for Temporary Events. Visit <http://dekalbhealth.net/envhealth/food-safety/rules-and-regulations/> for details.

12. **LIABILITY** - All Vendors shall, at their own expense, provide Public Liability coverage for their own operation and it shall be their responsibility to present event with evidence of Bodily Injury and Property Damage coverage of no less than \$1,000,000 combined single limit for Bodily Injury and Property Damage. Vendor shall not be allowed to set up without a Certificate of Insurance being on file naming Taste of Tucker and NETWorks Cooperative Ministry as "ADDITIONAL INSURED." Certificates of insurance shall be mailed or faxed to the event by September 22nd.

Neither Taste of Tucker nor its employees or contractors will be responsible for any injury to Vendors, their employees, invitees, guests or visitors within the confines of the space or spaces contracted for by the Vendor or within the confines of the event property itself or in the event Vendor takes its product away from the space in a demonstration or otherwise. Vendor does hereby indemnify, save and hold harmless Taste of Tucker and their managers, officers, directors, contractors, consultants or employees, from any suit, claim for personal injury or for loss of use of property by whomever sustained on or about Vendor's display, product or otherwise, or arising out of Vendor's participation in the event, in any capacity, unless damage or injury is due solely to the negligence of Taste of Tucker said indemnification shall include Taste of Tucker's attorney's fees or other costs. Vendor hereby indemnifies and does hereby hold Taste of Tucker harmless for all costs and fees incurred by Taste of Tucker in arbitrating or defending any action legal or otherwise brought by any manufacturer, distributor, dealer who threatens or sues Taste of Tucker to remove an Vendor from the Event. Taste of Tucker shall not be responsible for the loss or damage to any goods from any cause whatsoever, including negligence, while in transit to or from the Event or while in the exhibit area. Vendors shall be solely responsible for securing their exhibit displays and materials at all times. Taste of Tucker shall not in any event be liable for consequential damages, lost profits, or any similar damages.

13. **WATER POLLUTANTS** - Federal and State Water Quality Standards must be complied with at all times and Vendors shall be solely responsible to ensure that there is no dumping or discarding of refuse, sanitary waste, or other pollutants in the drainage system or water surrounding their exhibits or on the event site.
14. **WEATHER** - Taste of Tucker is a "Rain or Shine" event. The Vendor agrees that in the event of acts of God, storms, floods, high winds, gales or hurricanes that neither Taste of Tucker nor any of its employees or agents shall not be responsible for loss, damage, third party damages, claims or loss to property, persons or vessels. It is the Event Management's sole and absolute discretion to order an evacuation of the Event, or to take necessary steps to protect public health and property in the event of an act of God, hurricane, or the issuance of a severe weather warning for Tucker or its environs by the National Weather Service. Vendors hereby agree to evacuate and immediately remove their products and related personal property from event property in the event of such weather conditions or the issuance of a tornado warning for Tucker or its environs by the National Weather Service. The Vendors agree that Taste of Tucker does not guarantee safety in abnormal weather conditions (e.g. flood, tide, fog, gale winds, high waves, hurricanes or tornadoes). It shall be the Vendor's responsibility to remove its display in a timely manner. Vendors shall bear the responsibility for all damage to and/or caused by displays in these circumstances.
15. **ACTS OF GOD** - Taste of Tucker shall have no liability whatsoever for damage, of any nature, to any person, matter, or thing resulting from storm wind or water, or other acts of God, or imminent threat thereof, nor from fire, strikes or lockouts.
16. **AMENDMENTS** - Taste of Tucker Event Management has the full power to interpret and enforce these rules, conditions and regulations, and the power to make reasonable amendments thereto and to make such further reasonable rules and regulations necessary for the proper conduct of a safe, clean, well-regulated, and attractive Event.
17. **LIABILITY WAIVER AND RELEASE** - I assume all responsibility for, and risks and hazards of, participation in the rental activity planned by my group. I, and all members of my group, do hereby release NETWorks Ministry and Taste of Tucker, including all officials, officers, employees, sponsors, organizers, supervisors, volunteers, participants, and all other agents, of any and all claims, demands, rights, and causes of action of whatever kind and nature, arising from and by reason of, and all known and unknown, foreseen and unforeseen, bodily and personal injuries, damage to property, and the consequences thereof, resulting from participation in the activity planned by NETWorks Ministry and Taste of Tucker.

By signing, you agree to the preceding policies and conditions.

Signature: _____

Printed Name: _____

Restaurant Name: _____

Date: _____