

GUIDELINES:

- 1. Vendors must submit the Special Event Vendor Application.
- 2. All applications must be turned in and completed with all necessary documentation by the deadline. **NO EXCEPTIONS**
- 3. It is understood that the vendor will comply with all applicable local, state, and federal laws, and failure to do so may result in immediate forfeiture of vendor status.
 - Food vendors must provide the following documents:
 - a. Travis County Mobile Food Vendor Inspection Report (Manors must be listed as the jurisdiction) for Mobile Food Vendors ONLY
 - b. Mobile Food Trucks VIN number
 - c. Texas Sales & Use Tax Permit
 - (except food cottage vendors)
 - d. Food Handler's Certificate
 - e. Valid Government Issue US Photo ID
 - f. Liability Insurance (except food cottage vendors)
 - Food vendors should check the Austin Public Health (APH) resources for more information
 - a. How to Set Up a Temporary Event Booth by AHP
 - b. Temporary Food Event FAQs by AHP
- 4. Upon approval, the vendor acknowledges that they will be present for the event they have signed up for. Should the vendor have to be absent from an event, they must notify the event organizer via e-mail four (4) business days before the event to avoid the next signed-up event restrictions.
- 5. We do not offer exclusivity for any products or services nor guarantee you will not be placed near a competitor. We will attempt to limit duplications as much as possible.

LOCATION:

- 1. Set-up maps will be e-mailed 3 business days before the event. The map will verify the location of the event, set up time, tear down time, and parking.
- 2. The entire set-up must fit in the designated 10x10-foot space. Food trucks will need to fit inside their designated 20x20-foot space. If additional space is required, multiple vendor spots may be purchased.
- 3. Spots are assigned on a first-come-first-serve basis, pending application acceptance. Vendors are not allowed to sub-let or share their space without the permission of the event organizer.
- 4. Waste disposal for items such as oil and grease will be the responsibility of the food establishment and will not be disposed of on City property.
- 5. The vendor must ensure that no trash or any other items are left behind, and space should be returned in the condition in which the space was found.
- 6. Vendor's booth requests will be considered on a first-come-first-served basis.

SET UP LOGISTICS:

- 1. The vendor is responsible for all & any set-up needs: tables, chairs, shade devices, set up, tear down, staffing, materials, lighting if needed, keeping the area clean, disposing of trash, etc. Unless otherwise communicated by the Recreation Manager.
- 2. Average booth space is 10 ft. x 10 ft. and 20 ft. x 20ft. for food trucks.
- 3. No vehicles are permitted in the event area unless you are a food truck, or it is part of the vendor booth 30 minutes before the event starts. Vendors must **IMMEDIATELY** unload and then move the vehicle to a parking spot outside the event area.
- 4. Vendor tear-down begins shortly after the event ends. Vendors must stay during the duration of the event and are asked not to leave early. Vehicles will be allowed in the event area shortly after the event ends and once the crowd has cleared.
- 5. If you have a grill or sternos as part of your vendor setup, you must always have a Class 2A-10 BC-rated fire extinguisher on site and within reach of your booth during the event. The fire extinguisher must have a current inspection and be fully charged. If you use food fryers, a class K extinguisher will be required on-site and within your booth's reach.
- 6. If the vendor chooses to use a tent it must be clean and well working. We prefer vendors to have a 10 ft. x 10 ft. EzupTent or Zshade Tent. Most accidents at events involve pop-up tents. It is your job to minimize the

risk. The tent must be weighed down. NO EXCEPTIONS. Tents must be **weighed down by at least 25 lbs. per** *leg.* If you show up and do not have weights, you may not use a tent. (Gallon water jugs and single bricks are not safe. Professional grade tent weights, including PVC pipe filled with concrete or tent-weight sandbags, are safe ways to weigh down tents. Strong gusts come up without warning at any time before, during, or after the event. Tying tents to tables, coolers, or any other object that is not a weight provides tripping hazards and frequently does not provide adequate weight.) Vendor safety is just as important as event-goer safety.

NOT ACCEPTABLE WEIGHTS





WEATHER POLICY:

Texas weather is extremely unpredictable, and we ask that vendors plan accordingly. The City of Manor is not responsible for loss due to inclement weather. In case of inclement weather, vendors will be asked to leave for safety. Due to the unpredictability of Mother Nature, there will be **no refund** of vendor fees.

SECURITY:

Minimum event security is provided at our events. The City of Manor is not responsible for the safety of the vendors or their property, employees, visitors, or customers from theft, disappearance, pilferage, injury, or damage; the responsibility lies solely with the vendor.

PROFESSIONAL CODE OF CONDUCT:

In the spirit of professionalism, participants shall:

- 1. Conduct themselves in a manner that represents the City of Manor with honor, dignity, and respect.
- 2. Demonstrate the qualities of civility and professionalism at all times.
- 3. Do not use vulgar, abusive, racist, sexist, demeaning, or intimidating language at any time.
- 4. Support fellow vendors and staff in a positive manner.
- 5. Treat other vendors, staff, and customers with courtesy and respect at all times.

RESTRICTIONS:

No vendor permitted under this section will be allowed to do the following. Failure to comply will result in immediate forfeiture of permit(s):

- 1. Sell or distribute alcohol without the approval of the event organizer, necessary documentation, and permits.
- 2. Leave a vehicle or cart unattended.
- 3. Park at a designated spot overnight.
- 4. There is <u>NO DRIVING ON PARK GROUNDS</u> permitted during event time.
- 5. NO smoking, vaping, chewing, or any tobacco products of any kind are permitted by vendors and/ or their agents.
- 6. Have pets/live animals for sale or accompanied by vendors. Only service animals are allowed.
- 7. Have fires except in barbecue grills and/or kettles.

VIOLATIONS:

- 1. Failure to provide proper notice of cancelation for the event will result in skipping the next signed-up event.
- 2. Arriving late for the event, the vendor will not be able to set up and will skip the next signed-up event.
- 3. Not complying with the vendor terms on the approved application. Such as selling and offering unapproved merchandise and/or services.
- 4. Leaving the event early will result in skipping the next signed-up event.

Operating without the proper permit, in violation of the City of Manor and/or Travis County, or in violation of these guidelines may result in fines and/or additional penalties. The City of Manor may revoke a permit granted for any activity, which is found to be in violation of any ordinance, law, or conditions of approval. In the event that the applicant is not ready to vend at the designated time or if vital vending individuals is/are not present, or if the applicant arrives in such a condition as to appear to a reasonable person to be incapable of vending in a reasonably acceptable manner, then the applicant shall be deemed to have violated these terms.

VENDOR TYPES, DESCRIPTION & FEES:

Vendor Type	Description	Fees (per Booth Space/Day)
Food Vendors (Indoor & Outdoor)	 Food-based vendor that provides hot and ready-to-eat foods, cottage foods, or temperature-controlled foods inside a facility or out of a mobile food vending area such as a food truck. Cottage Food Vendors must follow the <u>Texas Cottage Food Law</u> A cottage food production operation is defined as an individual, operating out of the individual's home, who: Produces any of the following at their home: A baked good that is not a time and <u>temperature control for safety food</u> (TCS food) Candy, Coated and uncoated nuts, Unroasted nut butters, Fruit butters, canned jam or jelly, fruit pie, Dehydrated fruit or vegetables, including dried beans, Popcorn and popcorn snacks, Cereal, including beets and carrots, that are preserved in vinegar, brine, or a similar solution at an equilibrium pH value of 4.6 or less, Mustard, Roasted coffee or dry tea, A dried herb or dried herb mix, Plantbased acidified canned goods, Fermented vegetable products, including products that are refrigerated to preserve quality, Frozen raw and uncut fruit or vegetables, and any other food that is not a TCS food. Has an annual gross income of \$50,000 or less from the sale of the described foods. Sells the foods produced directly to consumers. Delivers products to the consumer at the point of sale or another location designated by the consumer. 	\$50
Art & Craft Vendors	Arts and crafts vendor whose product is made by the owner or employees associated with the business. No resale items.	\$25
Commercial/Business Vendors	Commercial or home-based business that wishes to collect payment for memberships, advertise business services, and/or sell products. Examples: Include but are not limited to direct sales business, membership-based business (i.e. Sam's Club, fitness business, etc.), selling of resale items such as light-up toys, etc.	\$25
Specialty Vendor	Business that charges a fee for services offered at an event. This includes but is not limited to face painting, professional photography, spas, etc.	\$50
Non-Profit/Community Groups	Local non-profit organization that offers a value-added activity/program to the event. Vendor may advertise information regarding the non-profit but <u>cannot exchange money</u> .	\$0

VENDOR INFORMATION

- 1. All vendors must submit a photo of their vendor setup.
- 2. All Food Cottage Vendors must submit a sample photo of their labeled products.
- 3. Applications can take up to 10 business days to be approved. Vendors have 5 business days to submit payment for vendor fees upon approval.

VENDOR REFUND POLICY & PAYMENT DETIALS:

The City of Manor presents a number of annual special events that unite our community. Through these events, we strive to positively impact citizens of all ages, building traditions and a sense of community with families, friends, and neighbors.

Vendors play an essential role in these special events, allowing us to provide our community with top-notch programming at little to no cost.

After the vendor receives the approval e-mail, you will have 5 business days to pay the vendor fee.

If the vendor decides to withdraw, it may receive a vendor fee refund If withdrawal is made up to five (5) business days before the event. There is an administrative fee of \$10, that will be taken from the vendor fee. A check with the remainder of the balance will be mailed to the vendor with the refund. The vendor must communicate with the event organizer via e-mail to confirm the withdrawal request. If a withdrawal is made within five (5) business days before the event, there will be <u>NO REFUND</u>.

Acceptable forms of payment are:

- Cash
- Card (Visa & Master card ONLY plus \$3.00 service charge)
- Money Order or/and Business Check (Made payable to the City of Manor).

Payments can be sent by mail or made in person at:

Manor City Hall 105 E. Eggleston St. Manor, TX 78653 Monday - Friday, 8 a.m. to 5 p.m.

