



Thank you for your interest in the 2<sup>nd</sup> Annual Texas Classic Rockin' Food Truck Rally, to be held on Saturday, February 24, 2018 at Galveston County Fairgrounds in Hitchcock, Texas. The event will be open to the public 11 a.m. to 10 p.m.

Our first year was so much better than we ever expected with just under 8k in attendance. We hope to increase those numbers this year with a bigger venue and more interest from customers and participants alike. We have an awesome lineup of local and national bands. Gates open at 11am. Staff, security & volunteers will be on site before and during the event to guide patrons, assist vendors, and assist in the logistics of the day.

Texas Classic Rockin' Food Truck Rally is striving to be the largest food truck event in the US!

Food truck vendors are not charged a commission on sales. The non-refundable entry fee for each vendor is \$225.00 and \$275.00 after January 24, 2018. Each truck will serve one signature item, in a sample size of at least 4 oz (food tray #25) to be purchased from noon to 3pm. Each truck's full menu or menu of your choice can be available during the entire Event. Please see Food Truck Contract for more details.

Applications will be reviewed on a first come, first-serve basis and acceptance begins on November 1, 2017.

Submittal/receipt of application does not signify acceptance; truck entries will be juried by a committee and vendors will receive notice via phone/email. Barwash Crue Foundation (BCF) reserves the right to refuse any application.

In order for acceptance the following is required from each applicant: (All info must be provided to be considered.)

- Completed Application
- Completed and signed Food Truck Vendor Contract
- General Liability Insurance with overage of at least \$1 million per occurrence
- Endorsement on the General Liability Insurance naming the following as an additional insured:  
Barwash Crue Foundation, 1232 FM 646 Rd W, League City, TX 77573
- Business Automobile Liability Insurance
- Copy of Temporary Food Service Permit issued by Galveston County Health.
- Current Photo of Truck
- Menu
- W-9 Form

# Food Truck Vendor Application

Please complete and return this form along with a current photo of your food truck & power source plug, Food Truck Vendor Contract, Certificate of Insurance, Business Automobile Liability Insurance and a copy of Galveston County Food Service Permit.

Name of Vendor (exactly how you wish it to be listed):

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Street Address or PO Box:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Truck Website: \_\_\_\_\_

Truck Facebook: \_\_\_\_\_ Twitter or other Social Media: \_\_\_\_\_

TRUCK INFORMATION: TAX ID #: \_\_\_\_\_

Description of Food Served:

\_\_\_\_\_

Truck or Trailer: \_\_\_\_\_ Total Est Space Needed for Truck/Trailer: \_\_\_\_\_ ft.

Serve on Passenger or Driver Side: \_\_\_\_\_

GENERAL LIABILITY & VEHICAL INSURANCE:

General Liability Provider: \_\_\_\_\_ Policy Number: \_\_\_\_\_

General Aggregate Limit: \_\_\_\_\_ Each Occurrence Limit: \_\_\_\_\_

Vehicle Insurance Provider: \_\_\_\_\_ Policy Number: \_\_\_\_\_

MENU OFFERINGS and SIGNATURE DISH:

Please indicate and describe the signature dish that will be submitted for judging. Each truck can serve their full menu but must advertise to patrons the signature dish being presented to the judges.

Signature Dish: \_\_\_\_\_

Submit application, contract, check or money order and all requested information to:

Email: [info@foodtruckrally.com](mailto:info@foodtruckrally.com) or Mail to BCF 1232 FM 646 Rd W, League City, TX 77573

# Food Truck Vendor Contract

THIS AGREEMENT is executed by the undersigned vendor for the benefit of Barwash Crue Foundation. Vendor is participating in The Texas Classic Rockin' Food Truck Rally (TXFTR) to be held on February 24, 2018.

## **Vendor hereby agrees as follows:**

As a Participating Food Truck you commit to be prepared to serve the maximum number of people possible. The expected attendance is above 10,000 people. For the safety of the event attendees, all trucks must be in place ready to serve by 10 am Saturday morning and cannot leave the event until 10 p.m. Any food truck not in place by 10 a.m. will not be able to participate.

There will be no commission charged on vendor sales. The event will be open to the public from 11 a.m. to 10 p.m. No other food items will be sold during this event other than what is sold by the participating food trucks. No beverages are to be sold by the Food Truck Vendors. Beverages sales will be provided by the Event, TXFTR.

**Food License** - You must have a valid Texas Mobile Food Service License or you must apply for a Temporary Mobile Food Service License. Barwash Crue Foundation will schedule inspections by the Galveston County Health District on the morning of the event. Please contact the Galveston County Health District for a current permit. <http://www.gchd.org/public-health-services/environmental-health-services-/consumer-health-services/food-service-establishments>

Vendors must be positioned for the event and ready for inspection by 10 a.m. on the day of the event. The food truck must be fully self-contained in regard to water, sewage and power needs. There will be water fill up available but not for on-going hook up. You must have your own potable water hose. Please note – gray water will not be allowed to be dumped on the site of the event.

**Contest Portion:** This year we are doing things a little differently. We are offering a 2018 Texas Rockin' Food Truck Rally Grand Champion trophy and all the bragging rights that come with it. The winner will also be automatically entered in the next year's event on us! We want to be able to give the most to our beneficiary, Blue Knights International, who help and support so many in our community.

We ask that ALL food trucks offer a ½ portion of their signature dish between noon and 3pm to give patrons a chance to sample multiple trucks. Each ticket holder will be given 1 ticket to cast their vote at their favorite truck. So decorate and play it up! Bigtime!! You may have your full menu for the entire event.

Trucks must be prepared to serve upwards of 10,000 attendees between the hours of 11:00 AM – 10:00 PM.

**Miscellaneous** - Sound systems are not permitted. Each food truck must have an approved fire extinguisher and first aid kit in the truck at all times. Cash drawers will be set up by the Food Truck. We are expecting upwards of 10,000 people so please plan your change accordingly. Limited change will be available from Barwash Crue Foundation. It is the responsibility of the Food Truck Vendor to collect all sales tax and account for it. Each vendor should possess its own State Board of Equalization Seller's Permit or maintain proper documentation showing proof that appropriate sales tax has been paid on the purchases.

**Social Media** – We'd love each participant to blast social media with the details of the event. Social media in addition to our own marketing campaign will give each truck participant the maximum exposure! Please help us get the word out. We request each truck post to their Twitter, Facebook, Instagram, and Snapchat when they get accepted into The Texas Classic Rockin' Food Truck Rally and at least 6 posts on their social media pages during the week of the event. Please use the hashtag **#TXFTR**.

**Liability Insurance** – Vendor is required, at its sole expense and cost, to carry and maintain, for the mutual benefit of itself, the Texas Classic Rockin' Food Truck Rally, and their boards of directors, officers, agents, and employees, a policy of general liability insurance against claims for personal injuries, wrongful death, or property damage occurring on or about the Galveston County Fairgrounds with minimum amount of coverage of one million dollars (\$1,000,000) per occurrence on account of bodily injury and/or death to one person, and/or on account of damage to property. Vendor shall also carry business automobile liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence.

Vendor agrees to deposit said policy or policies (certificates thereof) with the TXFTR one month prior to February 24, 2018. Said policies will name the Texas Classic Rockin' Food Truck Rally as additional insured. These policies will be issued by an insurance company reasonably acceptable to the TXFTR and shall bear an endorsement to the effect that the insurer agrees to notify the TXFTR not less than thirty (30) days in advance of the event of any modification or cancellation of said policy.

**RELEASE AND INDEMNIFICATION** - In consideration of Vendor's acceptance to participate in the Event, Vendor hereby voluntarily assumes responsibility for, and releases, waives, acquits, and forever the Texas Classic Rockin' Food Truck Rally and their respective boards of directors, officers, agents, employees, members, sponsors, contributors, and volunteers (collectively, the "Releasees"), of and from, and agrees not to sue the Releasees on account any and all liability, demands, losses, claims, and damages of every kind whether now or hereafter existing, arising out of, or in any way connected, directly or indirectly, with the Event or Vendor's participation in the Event, WHETHER ARISING OUT OF, ATTRIBUTED TO OR CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE), GROSS NEGLIGENCE, INTENTIONAL CONDUCT OF ANY OF THE RELEASEES.

Vendor further agrees to indemnify, defend, and hold harmless the Releases from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property, or any other claim resulting from, arising out of, or in any way related to (i) Vendor's use and occupancy of the Premises, (ii) Vendor's participation in the Event, or (iii) an act or omission of Vendor, its agents, employees, or independent contractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable, WHETHER ARISING OUT OF, ATTRIBUTED TO OR CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE), GROSS NEGLIGENCE, OR INTENTIONAL CONDUCT OF ANY OF THE RELEASEES

**Cancellation Policy:** Cancellations must be made before January 20, 2018 as the TXFTR will be advertising the participating Food Trucks.

In executing this Agreement, Vendor acknowledges and represents that Vendor has read the foregoing Agreement including the foregoing Release of Liability and Indemnity agreement and will be bound by this Agreement.

**Name:**

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**I am an authorized agent of (food truck vendor):**

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Email: [info@foodtruckrally.com](mailto:info@foodtruckrally.com) or Mail to BCF 1232 FM 646 Rd W, League City, TX 77573