

FOOD TRUCK APPLICATION AND CONTRACT

Applicant Information (please type or print all information)

Name of Food Truck: _____

Contact Name: _____

Phone: _____ Cell: _____

Email (**required**): _____

On-site Contact Name: _____

FOOD TRUCK DETAILS:

Name and description of signature dish. (**Please note: NO skewers or sticks may be served.**) Photo of dish and truck required with application.

*If you have been a winner previously, you **must** showcase a new signature dish for the Showdown. You may not make any changes to your signature dish after Wednesday, February 20, 2019.*

VEHICLE INSURANCE: Your truck is **required** to have an on-site fire extinguisher that has been serviced in the past year.

Insurance Company: _____

Policy #: _____

Driver's License State: _____

Driver's License #: _____

Do you use social media to promote your truck? Please list.

Facebook: _____

Twitter: _____

Instagram: _____

Other: _____

Call Amanda Haygood at (254) 757-5611 with questions.



March 16, 2019

Event hours are from 10 a.m. to 8 p.m. on Saturday, March 16 at Heritage Square in Downtown Waco.

Please complete the application in its entirety and review the event information and rules.

Fees & Payment

Competitor Entry (includes generator access) \$350 \$ _____

Plug Size (i.e. 30 amp, 50 amp, 110 amp) _____

Refrigeration (storage space) \$25 \$ _____

TFTS not held responsible for spoiled food, cooling failure or inventory control.

Total Amount \$ _____

PAY BY CREDIT CARD

By supplying the following information, I agree to my credit card being charged the full non-refundable fee if selected as a competitor. The application fee will be charged to the listed card on January 25, 2019.

Name on Credit Card: _____

Card #: _____ Exp. Date: _____

Security Code: _____

Billing Address for Card: _____

Signature: _____

Completed applications and photos of signature dish and food truck should be emailed to Amanda Haygood at ahaygood@wacochamber.com, or can be delivered to the Greater Waco Chamber no later than January 24, 2019. If mailing your application, it must be postmarked no later than January 17, 2019.

PLEASE REVIEW AND INITIAL EACH BOX BELOW. BY INITIALING AND SIGNING BELOW, YOU ARE AGREEING TO FOLLOW ALL RULES AND REGULATIONS FOR THIS EVENT. FAILURE TO RESPECT ALL RULES WILL RESULT IN IMMEDIATE DISQUALIFICATION AND FORFEIT OF PAYMENT OF TICKETS RECEIVED.

- I acknowledge that The Texas Food Truck Showdown is subject to various weather conditions and state and federal safety and health regulations. If accepted as a competitor, no refund of entry fees will be made.
- I acknowledge that the Greater Waco Chamber reserves the right to refuse any application. Submission of this application does not guarantee acceptance.
- I understand I may not make any changes or substitution to my signature dish as listed at the time of lineup acceptance. I acknowledge that
 - if ANY changes are made to the signature dish
 - if the signature dish is less than 4 oz.
 - if other food items are sold between 10 a.m. – 4 p.m.
 - if other forms of payment besides Tasty Tickets are accepted between 10 a.m. – 4 p.m.**that I will be disqualified and forfeit any funds made during this time.** If I run out of any ingredients in my signature dish, **I MUST SHUT DOWN**, but I may stock up and re-open at 4 p.m. during open sales.
- I acknowledge that there will be a **mandatory** pre-event meeting at 6:30 a.m. on Saturday, March 16, the day of the event with the event directors. I understand that a representative from my food truck will be **REQUIRED** to attend.
- I acknowledge that I will NOT be allowed to sell, sample or include alcoholic and/or non-alcoholic beverages, complimentary or paid.
- I acknowledge that if I do not currently hold a valid McLennan County Food Service License, I must apply for a Temporary McLennan Food Service License (\$45) **no later than Wednesday, February 20, 2019.**
- I acknowledge that I must arrive either Friday, March 15 between the hours of 2 – 8 p.m. or Saturday, March 16 between the hours of 5 – 6 a.m. **NO EXCEPTIONS!**
- I acknowledge that if accepted I will need to complete and return a W-9 Taxpayer ID Form **on or before Wednesday, February 20, 2019.**
- I acknowledge that I must submit a Certificate Of Insurance (COI) listing Greater Waco Chamber and City of Waco as additionally insured upon acceptance **no later than Wednesday, February 20, 2019.**
- I acknowledge that as a competitor I will voluntarily assume responsibility for and release, waive, acquit, and forever discharge the Greater Waco Chamber and the City of Waco. (See page 3.)

I agree that I have read, understand and will abide by The Texas Food Truck Showdown general information, procedures, rates and conditions, including the Release and Indemnification clauses on page 3 of this contract. I understand that failure to respect ALL rules will result in immediate disqualification and forfeit of payment of the tickets received.

Signature: _____ **Date:** _____

RELEASE AND INDEMNIFICATION: In consideration of Competitor's acceptance to participate in the Event, Competitor hereby voluntarily assumes responsibility for and releases, waives, acquits, and forever discharges the Chamber and the City of Waco, Texas 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 of 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 Competitor'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.

Competitor further agrees to indemnify, defend, and hold harmless the Releasees 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) Competitor's use and occupancy of the Premises, (ii) Competitor's participation in the Event, or (iii) any act or omission of Competitor, 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.**

In executing this Contract, Competitor acknowledges and represents that Competitor has read the foregoing Contract including the foregoing Release of Liability and Indemnity agreement and will be bound by this Contract when submitting an application. Competitor acknowledges that failure to comply with rules and regulations here within this Contract will result in half payment or no payment, and/or disqualification from The Texas Food Truck Showdown. Competitor further acknowledges that all fees paid by competitor are non-refundable.