

# VENDOR SUBMISSION CHECKLIST

**DISCOUNT DEADLINE: POST MARKED BY 12/16/11**  
***FINAL Deadline: Post marked by January 27, 2012***

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To ensure your application is processed and your space is confirmed the following documents must be received (by mail, email or fax) no later than Friday, January 27, 2012.

## **ALL VENDORS:**

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**Signed Vendor Contract**

**Cash or Cashier's Check PAID IN FULL for:**  
**Booth Fees**  
**Clean Up Deposit**

**Copy of Texas Sales Tax Certificate**

**Photograph of Booth Set Up**

## **FOOD VENDORS:**

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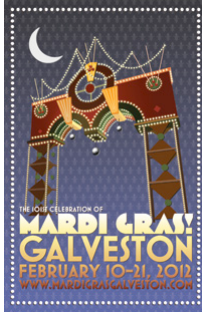
**Temporary Galveston County Health District Food Service Certification**

**Temporary Galveston Fire Department Vendor Permit**  
(Vendors with heat producing devices)

**YAGA'S ENTERTAINMENT, INC.**  
**2314 STRAND**  
**GALVESTON, TEXAS 77550**  
**Phone: 409-770-0999 | Fax: 409-419-1717**

**Email: [YagasEntertainment@hotmail.com](mailto:YagasEntertainment@hotmail.com)**  
**Website: [www.mardigrasgalveston.com](http://www.mardigrasgalveston.com)**

**VENDOR CONTACT: ELIZABETH KIBLING**



YAGA'S ENTERTAINMENT, INC.

2314 STRAND  
GALVESTON, TEXAS 77550

Email:  
[yagasentertainment@hotmail.com](mailto:yagasentertainment@hotmail.com)

Phone:409-770-0999 Fax:409-419-1717



Dear Prospective Vendor,

Thank you for your interest in Mardi Gras! Galveston, February 10 – 19, 2012. Our mission is to build upon the success of the event each year with our vendors, customers, balcony parties, parades and more.

*Following Mardi Gras! Galveston 2011, we asked vendors who participated in the event to give us some feedback about their experience – and we listened! We've made a few changes to our vendor package including; adding a few amenities such as parking spaces, insurance, and water for food vendors into the price. Please review the attached information for more details regarding vendor applications, fees, what's included/new, as well as our guidelines.*

Vendors are an important part of the Mardi Gras experience. Revelers look to vendors for: food, merchandise, and a variety of gifts and novelties to complete their Mardi Gras! Galveston experience. Paid admission allows spectators to stroll through 12 city blocks, experiencing live music, extravagant Mardi Gras! Galveston parades, as well as various balcony parties and festivities.

The Uptown Entertainment District has a rich, Texas history. With original building architectures from the 1800's, gas lamps lining the streets, and cobble stone walkways giving the District a grand and unique ambiance. The Strand was originally built as a business district in the 1800's, and today it is considered to be a premiere Gulf Coast tourist attraction, making Mardi Gras! Galveston one of the largest festivals in Texas.

Mardi Gras! Galveston is a heavily promoted event with a well-established and growing audience. We invite you to be a part of this exciting opportunity and continued success of Mardi Gras! Galveston 2012.

Again, thank you for your interest in becoming a vendor at Galveston's largest annual event. We appreciate your business and continued support!

If you have any questions, please email us at: [yagasentertainment@hotmail.com](mailto:yagasentertainment@hotmail.com), or call Elizabeth Kibling at 409-770-0999.

Cheers!

Yaga's Presents

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## **IMPORTANT DATES TO REMEMBER**

For vendors to be able to receive a %15 discount, applications and payment must be postmarked by, or delivered in person no later than 12/16/11. For vendors who wish to participate at Mardi Gras! Galveston 2012, all vendor applications must be postmarked by 1/27/12 (sorry, no discounts will apply).

**POSTMARKED BY: 12/16/2011: 15% DISCOUNT**

**POSTMARKED BY: 01/27/2012: DEADLINE FOR ALL VENDOR APPLICATIONS**

## **INCLUDED IN THE AGREEMENT**

We asked our vendors from Mardi Gras! 2011 to tell us about their experience – and we listened! Your purchase of vendor space will include the following:

- ✓ 12' x 12' booth space (additional space can be purchased for an additional fee)
- ✓ Insurance
- ✓ Electricity-20amp 110v quad box (additional voltage for additional fee upon request by email only)
- ✓ Water for food vendors only (non-food vendors, additional fee if needed).
- ✓ 2 Parking spaces in close proximity to the Uptown Entertainment District
- ✓ 4 Wristbands for non-food vendors
- ✓ 8 Wristbands for food vendors

## **REQUIRED VENDOR INFORMATION**

The following items must be received from all vendors participating in Mardi Gras! Galveston:

- ✓ Signed Vendor contract
- ✓ Vendor fees paid in full (cashier's check, money order, or cash only – no personal checks or credit cards accepted)
- ✓ Copy of Texas Sales Tax Certificate
- ✓ Completed Galveston County Health District Temporary Food Service Certification (if applicable)
- ✓ Copy of Galveston Fire Department Temporary Vendor Permit (if applicable)

## **SCHEDULE**

Vehicles must exit the Uptown Entertainment District by midnight, the Thursday prior to event weekends. Vendors are responsible for their own property, items, and equipment. Sorry, no overnight security is assigned. Vendor check in and access during Mardi Gras is at 24<sup>th</sup> St. and Mechanic - ONLY. Hand-trucks may be used to deliver products throughout the day, but vendors and their staff must show proper identification (issued upon check in).

### **FIRST WEEKEND**

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**02/09/2012 THURSDAY**  
**5:00PM – 12:00AM: BOOTH CONSTRUCTION AND VENDOR SET-UP**

**02/10/2012 FRIDAY**  
**9AM - 4:30PM: LOAD-IN. NO VEHICLES AFTER 4:30PM FRIDAY!**  
**5:00PM – 1AM: BOOTHS/GATES OPEN TO THE PUBLIC**

**02/11/2012 SATURDAY**  
**7:30AM - 9:30AM: LOAD-IN. NO VEHICLES ALLOWED AFTER 9:30AM**  
**11:00AM – 1:00AM: BOOTHS/GATES OPEN TO THE PUBLIC**

**02/12/2012 SUNDAY**  
**7:30AM - 10:30AM: LOAD-IN. NO VEHICLES ALLOWED AFTER 9:30AM**  
**12:00PM – 6:00PM: BOOTHS/GATES OPEN TO THE PUBLIC**  
**6:00PM – 10:00PM: BREAK DOWN**

### **SECOND WEEKEND**

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**02/16/2012 THURSDAY**  
**5:00PM – 12:00AM: BOOTH CONSTRUCTION AND VENDOR SET-UP**

**02/17/2012 FRIDAY**  
**9AM - 4:30PM: LOAD-IN. NO VEHICLES AFTER 4:30PM FRIDAY!**  
**5:00PM – 1:00AM: GATES OPEN TO THE PUBLIC**

**02/18/2012 SATURDAY**  
**7:30AM - 9:30AM: LOAD-IN. NO VEHICLES ALLOWED AFTER 9:30AM**  
**11:00AM – 1:00AM: BOOTHS/GATES OPEN TO THE PUBLIC**

**02/19/2012 SUNDAY**  
**7:30AM - 10:30AM: LOAD-IN. NO VEHICLES ALLOWED AFTER 9:30AM**  
**12:00PM – 6:00PM: BOOTHS/GATES OPEN TO THE PUBLIC.**  
**6:00PM – 10:00PM: BREAK DOWN**

## TEMPORARY CONCESSIONS REQUIREMENTS AND GUIDELINES

Vendors failing to abide by the regulations and guidelines stated, will be subject to forfeiting all booth entry fees and will be asked and/or escorted off the premises immediately.

1. Vendors are encouraged to use Mardi Gras colors to decorate concession stands.
2. Yaga's Entertainment will provide permits to vendors for all concessions on public right-of-ways and on private property governed by the City of Galveston.
3. Booth space size is 12' x 12'. Pre-fabricated booths and detached trailers will be allowed in areas designated by Yaga's Entertainment, Inc.
4. *Motorized concession vehicles are strictly prohibited.*
5. Amplified music systems must have approval from Yaga's Entertainment, Inc..
6. Pricing and information signs are allowed on, and/or within vendor booths. To protect advertising rights of entities and businesses, brand names are not allowed.
7. No peddling allowed outside assigned vendor booths at any time. This will be strictly enforced by the City of Galveston and Yaga's Entertainment at all times!
8. Vendors must provide concessionaires, trashcans, and/or equipment for their booth(s).
8. Power is included in all vendor agreements. No generators allowed.
9. For an additional fee, water can be provided to non-food vendors who request so in writing, *48 hours prior to the event.*
10. NO GLASS CONTAINERS. Glass containers will NOT be sold from concession booths.
11. To guarantee a vendor space, applications and full payment must be received by 1/27/2012. Booth space will be assigned once payment is received.
12. Booth space will be assigned on a first *paid* - first *reserved* basis. Vendor confirmation will be sent via email once applications and payments are received. Please include an active/valid email address to ensure your confirmation is received in a timely manner.
13. Yaga's Entertainment will oversee and control the number of exhibitor's selling/displaying at the event.
14. Booth assignments/location will be given at vendor check-in, based on a first *paid* - first *reserved* basis. Yaga's Entertainment will try to honor space requirements/requests to the best of their ability (i.e., space restrictions, observing local and Federal laws and regulations). Yaga's Entertainment reserves the right to reassign reserved vendor space for failure to check in, and set-up within specified set-up times.

### **DISCLOSURE:**

***Yaga's Entertainment, Inc. and The City of Galveston are not responsible for booth location, changes, or vendor sales due to circumstances beyond our control, including poor weather. ABSOLUTELY NO REFUNDS!***

## **SAFETY AND SECURITY**

The safety of Mardi Gras! Galveston vendors, employees, and customers is paramount. Do not place structures, signs, beads, or products on sidewalks, or walkways, without the expressed written consent of Yaga's Entertainment.

Do not use city signage such as parking meters, signs, or utility poles to post or display vendor signage.

The City of Galveston will have scheduled patrol officers and security within and around the Uptown Entertainment District. However, vendors are responsible for the security of their property and staff.

## **CLEANUP**

**VENDORS ARE REQUIRED KEEP THEIR AREA CLEAN DURING AND AFTER THE EVENT.**

### **FOOD VENDORS**

- ✓ Food Vendors dealing with greases or oils are required to provide plastic pails with lids (i.e., mayonnaise or pickle buckets), which can be safely secured.
- ✓ Empty grease into recycling containers provided and placed throughout the area.
- ✓ Do not leave or dispose of grease and/or trash in any other manner.
- ✓ Failure to comply with this requirement will result in forfeiture of cleanup deposits (\$100).

### **CLEANUP DEPOSIT**

- ✓ Deposit fee is \$100 per food vendor.
- ✓ Vendors failing to comply with the cleanup requirements, forfeit all deposit fees. Vendors who do not follow the guidelines set forth, may result in penalties at future Mardi Gras! Galveston events.

Yaga's Entertainment, Inc. and the City of Galveston encourage recycling during Mardi Gras 2012. Please comply with all clean up requirements and recycling procedures to protect the environment and support Galveston Islands 'Clean, Green, and Pristine' campaign.

## **FORMS OF PAYMENT**

**\*\*NO PERSONAL CHECKS OR CREDIT CARDS WILL BE ACCEPTED\*\***

- ✓ **CASH**
- ✓ **CASHIER'S CHECKS**
- ✓ **MONEY ORDERS**

## **SALES TAX PERMIT**

Applicants/vendors must provide the following:

- ✓ **CURRENT/VALID STATE OF TEXAS SALES AND USE TAX PERMIT.**
- ✓ Permit must be displayed at all times during the event.

To apply for a State of Texas Sales and Use Tax Permit, contact the State Comptroller's Office at 1-800-252-5555 or email [tax.help@cpa.state.tx.us](mailto:tax.help@cpa.state.tx.us) and request a "289" packet, or go to <http://www.window.state.tx.us/taxpermit>

## **MENU SELECTION AND POLICIES**

As part of the application process, food vendors must list food items and pricing. Food vendors may only sell those items listed on the vendor application submitted. Vendors may not sell additional items without the expressed written consent of Yaga's Entertainment. In addition, Yaga's Entertainment reserves the right to determine which items can/cannot be sold. Food vendors are prohibited from selling non-food items such as; hats, t-shirts, etc. Conversely, non-food vendors are prohibited from selling or giving away food and/or drinks.

## **USE OF LOGOS, MARKS, AND IMAGES**

Vendors may not sell items with official Mardi Gras! Galveston, or City of Galveston logos and/or graphics. Vendors may not sell items with the name or images of Mardi Gras! Galveston performers. Violators will be removed from the festival immediately at their own expense, forfeiting fees and deposits already made.

## **MERCHANDISE RESTRICTIONS**

Yaga's Entertainment has the exclusive right to display, license, sell, and merchandise all event novelties (t-shirts, posters, etc.). Yaga's Entertainment further has the right to inspect, approve, reject, or otherwise control the display, promotion, sale or other merchandising of products or services by vendors at the event at its sole discretion. Any products or services rejected by Yaga's Entertainment must be immediately removed from the event premises.

The City of Galveston codes and Yaga's Entertainment, prohibit the selling of sexually explicit material, items with obscenities or profanity, illegal drugs and drug paraphernalia, weapons, merchandise containing racial slurs, manufacturer or copyright infringements, or other offensive, detrimental matter. Any such merchandise or displayed matter will be confiscated and not returned. Merchandise designed to be passed off as event merchandise (use of the City of Galveston, date, event name, trademarks, etc.) or which has this effect will not be permitted.

No signage may be displayed in vendor space reading "Official 2012 Mardi Gras! Galveston Merchandise", "Festival Merchandise", "Festival Tees", "Event Tees" or any similar language advertising the sale of event merchandise. Any vendor found selling merchandise that infringes on these trademarks may be asked to leave immediately and will be subject to legal recourse.

No silly string products allowed on festival grounds.

Alcoholic Beverages may not be sold or served within a vendor's space without proper permitting and written consent from Yaga's Entertainment.

Yaga's Entertainment will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products that are in violation of said Exhibitor Regulations or any other reason. By signing this application, you are agreeing that the officers of Yaga's Entertainment have sole and final authority to determine violations of this agreement.

## VENDOR PRICING

**VENDOR APPLICATION DEADLINE IS JANUARY 27, 2012**

**LOCATIONS WILL BE ASSIGNED WHEN PAYMENT AND APPLICATION IS RECEIVED IN FULL.**

Included in the Vendor pricing:

- ✓ 1 – 12' x 12' vendor space.
- ✓ Insurance.
- ✓ 2 - Parking passes.
- ✓ 1 – 20amp 110v quad box.
- ✓ Potable water for food vendors.
- ✓ 8 wristbands for Food Vendors.
- ✓ 4 wristbands for Non-food Vendors.
- ✓ Wristbands will be issued separately for each weekend. Yaga's Entertainment is not responsible for lost or stolen wristbands, including: strolling vendor passes, permits, or parking passes.
- ✓ Names of vendor employees must be given to a Yaga's Entertainment representative at time of check in. Failure to do so may result in employees purchasing event tickets.
- ✓ VENDORS MUST ENTER FESTIVAL GROUNDS WITH WRISTBANDS AND PICTURE ID AT 24<sup>TH</sup> & MECHANIC ST. ONLY!

## FOOD VENDOR PRICING

BOOTH SIZE 12'X12'	BOTH WEEKENDS	15% DISCOUNT PYMT BY 12/16/2011	EXCLUSIVE 4 BOOTHS	1 <sup>ST</sup> WEEKEND ONLY	15% DISCOUNT PYMT BY 12/16/2011	2 <sup>ND</sup> WEEKEND ONLY	15% DISCOUNT PYMT BY 12/16/2011
FOOD	\$2950.00	\$2508.00	10000.00	\$2310.00	\$1964.00	\$2560.00	2176.00
CLEANUP DEPOSIT	+\$100	+\$100	+\$400	+\$100	+\$100	+\$100	+\$100
FOOD TTL	\$3050.00	\$2608.00	10,400.00	\$2410.00	\$2064.00	\$2660.00	\$2276.00

## NON-FOOD VENDOR PRICING

BOOTH SIZE 12'X12'	BOTH WEEKENDS	15% DISCOUNT PYMT BY 12/16/2011	1 <sup>ST</sup> WEEKEND ONLY	15% DISCOUNT PYMT BY 12/16/2011	2 <sup>ND</sup> WEEKEND ONLY	15% DISCOUNT PYMT BY 12/16/2011
NON-FOOD	\$1910.00	\$1624.00	\$1285.00	\$1093.00	\$1535.00	\$1305.00

## ADDITIONAL SPACE PRICED/SOLD ON 12' X 3' INCREMENTS ONLY

PRICE APPLIES TO ALL VENDORS (BASED ON AVAILABILITY & APPROVAL)

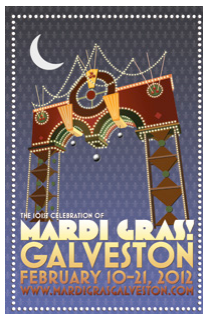
ADDT'L SQ. FT. 12' X 3'	BOTH WEEKENDS	15% DISCOUNT PYMT BY 12/16/2011	1 <sup>ST</sup> WEEKEND ONLY	15% DISCOUNT PYMT BY 12/16/2011	2 <sup>ND</sup> WEEKEND ONLY	15% DISCOUNT PYMT BY 12/16/2011
ADD 3'	\$375	\$318	\$250	\$212	\$325	\$276
ADD 6'	\$750	\$637	\$500	\$425	\$650	\$552

ADDITIONAL SPACE EXAMPLES:

PRICE APPLIES TO ALL VENDORS (BASED ON AVAILABILITY & APPROVAL)

ADD 3'	ADD 6'	ADD 9'	ADD 12'
12' x 15'=\$375.00	15' x 15'=\$750.00	10' x 20'=\$1125.00	18' x 18'=\$1500.00

# MARDI GRAS! GALVESTON 2012 CONCESSION APPLICATION AND AGREEMENT



YAGA'S ENTERTAINMENT, INC.  
2314 STRAND  
GALVESTON, TEXAS 77550

Email:  
[yagasentertainment@hotmail.com](mailto:yagasentertainment@hotmail.com)

Phone:409-770-0999 Fax:409-419-1717

VENDOR CONTACT:  
ELIZABETH KIBLING



DATE: \_\_\_\_\_

APPLICANTS FULL NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

SALES TAX NUMBER: \_\_\_\_\_

MERCHANDISE/PRODUCTS SOLD: (CIRCLE ONE)      FOOD      NON-FOOD

DESCRIPTION: \_\_\_\_\_

TOTAL BOOTH SIZE: \_\_\_\_\_

FIRST 12' X 12' SPACE:      \$ \_\_\_\_\_

EACH ADDITIONAL 3':      +\$ \_\_\_\_\_ (if applicable)

15% DISCOUNT/EARLY PYMT:  
(IF POSTMARKED BY 12/16/11)      -\$ \_\_\_\_\_ (if applicable)

ADDT'L ELECTRICITY      +\$ \_\_\_\_\_ (if applicable)  
(Power more than 20amps and/or 110v)

TOTAL AMOUNT DUE:      \$ \_\_\_\_\_

NO MOBILE VENDORS, PUSH CARTS OR PEDDLERS ALLOWED WITHIN THE DESIGNATED EVENT AREA.  
NO GLASS CONTAINERS.

**ABSOLUTELY NO REFUNDS!**

**PERSONAL GUARANTY AND AGREEMENT**

I, \_\_\_\_\_, hereby and personally guaranty to adhere to the rules, regulations, and guidelines set forth by Yaga's Entertainment and/or the City of Galveston. I understand that by not adhering to the rules, regulations, and guidelines specified in this contract, disqualification from participating in the Mardi Gras! Galveston 2012, and will be asked to cease all business activities, and vacate the property immediately.

I, \_\_\_\_\_, understand that NO REFUNDS under any circumstance, including removal from the event due to infringement of rules, regulations, and/or guidelines set forth by Yaga's Entertainment, and/or the City of Galveston will be allowed. I also understand the decision to vacate persons and/or vendors from the event area, is at the sole discretion of Yaga's Entertainment and/or the City of Galveston.

Vendor Signature: \_\_\_\_\_

Vendor Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Total Fees Paid: \$\_\_\_\_\_

\_\_\_\_\_  
Yaga's Entertainment, Inc. Representative Signature

\_\_\_\_\_  
Date Received

## **HOLD HARMLESS AGREEMENT**

I hereby personally agree to adhere to all rules, regulations and laws. I acknowledge and agree that any and all persons working with me do hereby indemnify and hold harmless the staff and owners of Yaga's Entertainment, Inc., Ampco, GPM, Inc., MBP Corp., The City of Galveston, its Council Members and staff, their officers, agents and their employees from any personal injury, costs, and expenses, occurring to anyone in, or about the area of said concession and the areas where vending and commercial sales take place.

I understand and agree that the concessionaire is acting as an independent contractor not under the continuing supervision and control of Yaga's Entertainment, Inc. and agrees that Yaga's Entertainment, Inc. and the City shall not, under any circumstances, be liable under or by any reason of this Agreement, directly or indirectly, for any accident, injury, breakage or damage to property or persons whatsoever growing out of any activities relating to the Mardi Gras! Galveston activities. Concessionaire agrees to abide by all Federal, State, County, and Municipal laws, ordinances, regulations, guidelines and rules. Concessionaire agrees to be responsible for all employees, agents, and contractors of concessionaire.

Any concessionaire or employee, agent or contractor of concessionaire who violates any such law, ordinance, regulation, guideline or rule in connection with the operation of the concession, shall forfeit the concession and be disqualified from participating in the Mardi Gras activities in the future or any other event where Yaga's Entertainment, Inc. and the City of Galveston is participating. In this event, Concessionaire shall cease all business activities and vacate the premises immediately forfeiting all fees.

**This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011/12**

**VENDOR SIGNATURE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

\_\_\_\_\_  
**Yaga's Entertainment, Inc. Representative**

\_\_\_\_\_  
**Date Received**

NOTE: Yaga's Entertainment, Inc. and The City of Galveston make no certification that the concession booths meet any code requirements.

## MARDI GRAS! GALVESTON 2012 CONTACTS

<p><b>YAGA'S ENTERTAINMENT, INC.</b></p> <p><b>ELIZABETH KIBLING</b>  <b>VENDOR COORDINATOR AND APPLICATIONS</b></p> <p>2314 Strand, Galveston, Texas 77550          Phone: 409-770-0999          Fax: 409-419-1717          Email: ekibling@yagaspresents.com  <a href="http://www.mardigrasgalveston.com">www.mardigrasgalveston.com</a></p>	<p><b>CITY OF GALVESTON FIRE MARSHAL</b>  <b>TEMPORARY PERMITS</b>  <b>GILBERT ROBINSON – CHIEF</b>  <b>CHRIS HARRISON – DEPUTY</b>  <b>TRISH ANDERSON – ADMIN. ASSIST.</b></p> <p>2514 Sealy, Galveston, Texas 77550          Phone: 409-797-3870          Fax: 409-797-3875          Email: fmo@cityofgalveston.org          robinsongil@cityofgalveston.org</p>
<p><b>A-1 FIRE EQUIPMENT COMPANY</b>  <b>FIRE EXTINGUISHER RENTAL</b></p> <p>3202 Main St.          La Marque, TX 77568          Phone: 409-935-3456          Fax: 409-938-1331  <a href="http://www.a-1fire.com/">http://www.a-1fire.com/</a></p>	<p><b>GALVESTON COUNTY HEALTH</b>  <b>DEPARTMENT –</b>  <b>TEMPORARY PERMITS</b></p> <p>1205 Oak Street          PO Box 939          La Marque, Texas 77568          Phone: 409-938-2411          Fax: 409-938-2321  <a href="http://www.gchd.org/ech/electronic-forms.htm">www.gchd.org/ech/electronic-forms.htm</a></p>
<p><b>LODGING</b></p> <p><b>CASA DEL MAR BEACHFRONT SUITES</b>          Special Vendor Rates:          - 2/10-2/11 \$139 per night          - 2/17-2/18 \$159 per night</p> <p>6102 Seawall Blvd.          Galveston Island, Texas 77551          Phone: (409) 572-1100          Fax: (409) 744-8896  <a href="http://www.casadelmartx.com">http://www.casadelmartx.com</a>  <a href="http://www.facebook.com/CasaDelMarTX">www.facebook.com/CasaDelMarTX</a></p>	

**OFFICE OF THE FIRE  
MARSHAL**

**2514 Sealy  
Galveston, TX 77550  
Phone (409)797-3870 or FAX (409)797-3871  
[www.galvestonfire.com](http://www.galvestonfire.com)**

**TEMPORARY OUTDOOR FOOD VENDORS  
FIRE SAFETY REGULATIONS**

The regulations apply only to food preparation booths, booths that use heat producing devices, and booths that use portable generators. An inspection of each booth will be conducted on each day of an event. ***Any booth not in compliance, will be immediately closed.***

1. Each booth shall have a portable fire extinguisher.

*Foods Prepared with Grease or Oils:* Each booth shall have a 60-BC (10# powder weight) dry chemical fire extinguisher. CO<sub>2</sub>, ABC Dry Chemical, or Halon fire extinguishers are not acceptable.

*All Other Concessions:* At least one 4A-60BC (10# powder weight) dry chemical fire extinguisher shall be provided. CO<sub>2</sub>, ABC Dry Chemical, or Halon fire extinguishers are not acceptable. This regulation applies to all outdoor booths that use heat producing devices and portable generators.

All portable fire extinguishers shall have a current inspection tag, signed by a Texas registered company.

2. All Bar-B-Q pits shall be at least 10 feet away from any combustible building or structure, vendor booths not included. Hot coals or ashes shall not be disposed of within 10' of any combustible material or structure, including booths. Dumping of hot coals in alleys or streets is illegal

3. All tents over 120 ft<sup>2</sup> shall have a flame-retardant certificate and obtain a permit from the Fire Marshal's Office. Deep fryers and BBQ pits will not be permitted under any tent-supported structure over 120 ft<sup>2</sup>.

4. All compressed gas bottles, flammable or non-flammable, shall be properly secured to prevent accidental tipping over. LPG containers are not allowed to be stored or, used inside buildings or within three feet of any open flame.

5. A 60-inch clearance shall be maintained between the cooking surface and any combustible canopy.

6. Temporary food preparation (i.e. fried foods, grilled meats, etc.) or temporary food preparation booths are not permitted inside buildings. Prepared foods may be warmed by use of sterno or electric warmers.

***The above regulations are not inclusive of other general fire safety provisions that may be imposed upon inspection.***

# **GALVESTON FIRE DEPARTMENT**

## **SUBMIT COMPLETED FORM TO: TEMPORARY BOOTH/VENDOR REGULATIONS**

**Galveston Fire Marshal's Office – 2517 Ave H, Galveston, TX 77550 (409) 797-3870**

Event: \_\_\_\_\_ Event Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Vendor Phone Numbers:

Business: \_\_\_\_\_

Cell: \_\_\_\_\_

### **BOOTH DESCRIPTION:**

( ) Cooking: ( ) Fried Foods ( ) BBQ Pit ( ) Other: \_\_\_\_\_

( ) Open Flames: ( ) Portable Heating: ( ) Gas ( ) Electric ( ) Liquid

( ) Open Flame: Describe: \_\_\_\_\_

( ) Portable Generator

( ) Lighting: ( ) Fixed Wiring ( ) Liquid Fuel

### **FIRE CODE REQUIREMENTS:**

( ) Fire Extinguishers: ( ) 10 lb ABC (4A 60BC)

( ) Class K (for frying)

( ) 2 ½ Gallon Water (2A)

**NOTE:** Each fire extinguisher must have a current State of Texas inspection tag.

( ) BBQ Pits: 1) Each BBQ Pit must be at least 10' away from any building.

2) Hot coals must be disposed of properly.

( ) Tents: 400 square feet or larger? ( ) Y ( ) N Permit Fee: \$75.00 each

**NOTE:** A permit will be required for any tent over 400 square feet. A fire-retardant certificate must accompany the permit application.

( ) Compressed Bottles: 1) Must be secured with a chain. 2) LPG bottles must be at least 3' from any open flame to prevent direct flame contact.

( ) Other regulations applicable: \_\_\_\_\_

I HAVE REVIEWED AND FULLY UNDERSTAND THE ABOVE REGULATIONS FOR TEMPORARY BOOTH/VENDORS. I AGREE THAT FAILURE TO COMPLY WILL RESULT IN CLOSING OF MY TEMPORARY VENDING OPERATIONS.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Vendors Signature Date of Application

### **FOR DEPARTMENT USE ONLY**

Date Issued: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date Expires: \_\_\_\_/\_\_\_\_/\_\_\_\_

Permit Number: \_\_\_\_-\_\_\_\_-\_\_\_\_

Fee Assessment: \$ \_\_\_\_\_

\_\_\_\_\_  
Issued by

Receipt #: \_\_\_\_\_

**MAKE CHECKS PAYABLE TO: THE CITY OF GALVESTON**

**\*MUST BE POSTED INSIDE BOOTH AT ALL TIMES\***

PERMIT FEE: \_\_\_\_\_ \$75.00 \_\_\_\_\_  
 RECEIPT NUMBER: \_\_\_\_\_

BOOTH NUMBER: \_\_\_\_\_  
 TAX EXEMPT #: \_\_\_\_\_

**GALVESTON COUNTY HEALTH DISTRICT**  
**SUBMIT COMPLETED FORM TO:**

**1205 Oak Street PO Box 939 La Marque, Texas 77568**

**TEMPORARY FOOD ESTABLISHMENT PERMIT REQUEST**

**(SEPARATE FORM REQUIRED FOR EACH BOOTH)**

Completion of a permit application is one step in the process of obtaining a temporary food service permit. Please call the Health District Office at (409) 938-2411 for additional information.

Today's Date: \_\_\_\_\_

Special Event: \_\_\_\_\_

Sponsor: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_ Time of Operation: From \_\_\_\_\_ To \_\_\_\_\_

Location of Event (Street Address): \_\_\_\_\_

Organization: \_\_\_\_\_

Responsible Person: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Do you operate food establishments at other locations? (CIRCLE ONE)      Yes      No

If yes, provide names and addresses: \_\_\_\_\_

**Applicants**

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

Applicants Drivers License Number: \_\_\_\_\_ State: \_\_\_\_\_

Sanitarian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Food items to be served	Source / Vendor	Place of Preparation	Transporting / cold Holding Facilities	Cooking Equipment	Hot Holding Facilities

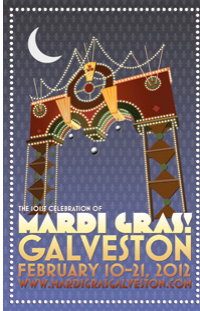
Special Conditions: \_\_\_\_\_

**GALVESTON COUNTY HEALTH DISTRICT PERMIT**

THIS IS TO CERTIFY THAT \_\_\_\_\_ HAS COMPLETED THE REQUIREMENTS OF THE HEALTH DISTRICT AND IS HEREBY GRANTED THIS PERMIT TO CONDUCT OPERATIONS KNOWN AS: \_\_\_\_\_ AT \_\_\_\_\_ LIMITED TO \_\_\_\_\_.

THIS PERMIT IS TO BE PLACED ON DISPLAY AND REMAINS VALID FROM \_\_\_\_\_ UNTIL \_\_\_\_\_ UNLESS SUSPENDED OR REVOKED FOR NON-COMPLIANCE WITH THE RULES AND REGULATIONS OF THE GALVESTON COUNTY HEALTH DISTRICT.

# MARDI GRAS STROLLING VENDOR APPLICATION



**YAGA'S ENTERTAINMENT, INC.**  
2314 STRAND GALVESTON, TEXAS 77550  
Email: [yagasentertainment@hotmail.com](mailto:yagasentertainment@hotmail.com) Phone: 409-770-0999 | Fax: 409-419-1717



Applicant's Full Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Number of Strolling Vendors: 1st weekend: \_\_\_\_\_ 2nd weekend: \_\_\_\_\_  
Both weekends: \_\_\_\_\_ Fat Tues. \_\_\_\_\_  
Permit Issued: \_\_\_\_\_  
Total Fees Paid: \$ \_\_\_\_\_ Sales Tax Number: \_\_\_\_\_  
Merchandise sold: \_\_\_\_\_

## Guidelines and Regulations

**TIMES:** Strolling Vendors are **ONLY** allowed to operate along Seawall and parade routes outside of the Strand/Uptown Entertainment District during these times:

<u>FIRST WEEKEND</u>	<u>SECOND WEEKEND</u>	<u>FAT TUESDAY</u>
2/9/12-2/11/12	2/16/12 – 2/18/12	2/20/12
<b>FRI:</b> 5:00 pm – 10:00 pm <b>SAT:</b> 10:00 am – midnight <b>SUN:</b> 10:00 am – 6:00 pm	<b>FRI:</b> 5:00 pm – 10:00 pm <b>SAT:</b> 10:00 am – midnight <b>SUN:</b> 10:00 am – 6:00 pm	<b>TUE:</b> 5:00pm – 10:00pm

**NOTE:** Strolling Vendors will not be allowed to operate within the Strand/Uptown Entertainment District, with the exception of Fat Tuesday. On Fat Tuesday the designated area is between the west side of 20th Street to the East side of 25th Street, and the north side of Market Street and the south side of Harborside Drive.

**Strolling Permit Fee: (per person)** Cash, Cashier's Check, or Money Order only.

\$200.00 One weekend: (15% discount: \$170.00)

\$325.00 Both weekends: (15% discount: \$276.00)

\$50.00 Fat Tuesday: (15% discount: \$43.00)

**15% DISCOUNT IF PAYMENT IS POSTMARKED BY: DECEMBER 16, 2011**

The sale of silly string is strictly prohibited. Each vendor must wear the issued permit around his/her neck and must be visible at all times, or risk the issuance of a citation and confiscation of goods. Only one permit will be provided for each paid application.

**STROLLING VENDORS ARE PROHIBITED FROM SELLING FOOD/BEVERAGES**

STROLLING VENDORS ARE PROHIBITED FROM SELLING IN THE UPTOWN ENTERTAINMENT DISTRICT UNLESS STATED BY Yaga's ENTERTAINMENT.

**APPLICATION DEADLINE POSTMARKED BY: JANUARY 27, 2012**

**PERSONAL GUARANTY AND AGREEMENT**

I \_\_\_\_\_, hereby and personally guaranty to adhere to the rules, regulations, and guidelines set forth by Yaga's Entertainment and/or the City of Galveston. I also understand that by not adhering to the rules, regulations, and guidelines specified in this contract, disqualification from participating in the Mardi Gras! Galveston 2012, and will be asked to cease all business activities, and vacate the property immediately.

I, \_\_\_\_\_, understand that NO REFUNDS under any circumstance, including removal from the event due to infringement of rules, regulations, and/or guidelines set forth by Yaga's Entertainment, and/or the City of Galveston will be allowed. I also understand the decision to vacate persons and/or vendors from the event area, is at the sole discretion of Yaga's Entertainment and/or the City of Galveston.

Vendor Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Total Fees Paid: \$ \_\_\_\_\_

\_\_\_\_\_  
Yaga's Entertainment, Inc. Representative Signature

\_\_\_\_\_  
Date Received

## **HOLD HARMLESS AGREEMENT**

I hereby personally agree to adhere to all rules, regulations and laws. I acknowledge and agree that any and all persons working with me do hereby indemnify and hold harmless the staff and owners of Yaga's Entertainment, Inc., Ampco, GPM, Inc., MBP Corp., The City of Galveston, its Council Members and staff, their officers, agents and their employees from any personal injury, costs, and expenses, occurring to anyone in, or about the area of said concession and the areas where vending and commercial sales take place.

I understand and agree that the concessionaire is acting as an independent contractor not under the continuing supervision and control of Yaga's Entertainment, Inc. and agrees that Yaga's Entertainment, Inc. and the City shall not, under any circumstances, be liable under or by any reason of this Agreement, directly or indirectly, for any accident, injury, breakage or damage to property or persons whatsoever growing out of any activities relating to the Mardi Gras! Galveston activities. Concessionaire agrees to abide by all Federal, State, County, and Municipal laws, ordinances, regulations, guidelines and rules. Concessionaire agrees to be responsible for all employees, agents, and contractors of concessionaire.

Any concessionaire or employee, agent or contractor of concessionaire who violates any such law, ordinance, regulation, guideline or rule in connection with the operation of the concession, shall forfeit the concession and be disqualified from participating in the Mardi Gras activities in the future or any other event where Yaga's Entertainment, Inc. and the City of Galveston is participating. In this event, Concessionaire shall cease all business activities and vacate the premises immediately forfeiting all fees.

**This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011/12**

**VENDOR SIGNATURE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

\_\_\_\_\_  
**Yaga's Entertainment, Inc. Representative**

\_\_\_\_\_  
**Date Received**

NOTE: Yaga's Entertainment, Inc. and The City of Galveston make no certification that the concession booths meet any code requirements.