
ROCKABILLY RIOT 2024

FOOD VENDOR APPLICATION

Our 10th Annual Rockabilly Riot is back and will be bigger and better than ever before! Happening on November 9th and over Veterans Day weekend, we will honor our Veterans as well as incorporating our local culture and will have jam packed entertainment for kids and adults alike.

Located at Chicano/Lincoln Park under the Spaghetti Bowl in El Paso, TX, this FREE event will bring in people in the tens of thousands to witness a sea of Hot Rods, Rat Rods, Vintage Muscle Cars, and Vintage Motorcycles and Bicycles surrounded by the beautiful cultural murals of Lincoln Park. Aside from the cars, you can expect to see pin-up models, music entertainment from national artists all throughout the day, food, artist vendors and more! There is a high demand for this event! Please fill out your vendor application and leave payment as soon as possible if you would like to be included as space is limited. We have dedicated ourselves to make this event as big as possible and for all to enjoy!

We cant wait to Riot with you!

THE 10th ANNUAL ROCKABILLY RIOT KUSTOM CULTURE FESTIVAL

November 9th, 2024

<http://www.rockabillyriotelpasotx.com>

gariotvendor@yahoo.com

ROCKABILLY RIOT FOOD VENDOR AGREEMENT

Rockabilly Riot and the Vendor agree to the terms and conditions of this Agreement.

The Vendor shall sell only the products specified and approved in this Agreement at Lincoln Park for Rockabilly Riot on November 09, 2024.

This Agreement applies only to the Event and creates no rights or obligations between the parties other than in connection with the Event.

This agreement must also be accompanied with the following:

1. Proof of Insurance as indicated on Exhibit A.
2. State Of Texas Health Department Permit

ARTICLE I

VENDOR AND PRODUCTS

1. Vendor Name: _____

2. Contact Person: _____

3. Street Address: _____

4. City, State & Zip: _____

5. Telephone: (_____) _____

6. Email: _____

7. Description of food

8. Vendors must provide their own electricity/generators.

ARTICLE II
GENERAL TERMS

FOOD VENDOR FEE - \$600 TO BE PAID IN CASH OR CASHIERS CHECK. RECEIPT PROVIDED UPON PAYMENT. PLEASE MAKE CASHIERS CHECK *PAYABLE* TO:

ROCKABILLY RIOT
4001 Dyer St., Ste. 1
El Paso, TX 79930

1. This agreement must be completed and signed by 11/1/2024 and shall not be in effect until application is complete and vendor fees are fully paid. No partial payments or deposits will be accepted.
2. Please print and fill out in full, sign, and leave your vendor fee as well as copies of noted documentation with your contract to the following address:

PUMPING INK TATTOOS
4001 Dyer St. Suite 1
El Paso, TX 79930
MONDAY-SUNDAY 11am-9pm

3. This agreement must be included with the following:
XX Copy of Certificate of Insurance evidencing the insurance required by this Agreement.
4. Vendor must bring own personal trash can for your food truck. Cans are distributed around Lincoln Park for public use only.
5. Vendor must supply their own signage with their name and prices. All food items for sale must be clearly priced on the signage.
6. Vendor must stay open between 12pm to 8pm on day of the Event. Available set up times will be Friday, 5pm-10pm or morning of event from 8am-11am. Event begins at 12pm.
7. Vendor must keep site clean and properly dispose of all trash.
8. Vendor assumes all responsibility for any and all property damage within the concession stand.
9. No alcoholic beverages shall be sold or distributed by the Vendor or its workers.
10. Although there will be security patrolling the area during the Event, Rockabilly Riot assumes no responsibility for the security of the Vendor's property and the Vendor agrees to release and hold harmless Rockabilly Riot and all its affiliates from any such liability. In addition, Vendor shall, and does hereby, indemnify, defend and hold harmless Rockabilly Riot and its owners, managers, employees, representatives and agents from all claims, liabilities, costs and charges (including reasonable attorneys' fees and costs) for injury, loss or damage to property or persons (including death) arising out of Vendor's activities in connection with the Event, or any breach of any representation, warranty or covenant in this Agreement.
11. Rockabilly Riot and its managers, owners, employees, representatives and agents shall not be liable for any claims, liabilities, costs and charges (including attorneys' fees and costs) arising out of any injury (including death), loss or damage to the person or property of Vendor, its employees, representatives or agents of Rockabilly Riot.

12. Every vendor shall provide its own properly functioning, fully charged and appropriate fire extinguisher during the entirety of the Event.

13. The Vendor must adhere to all State, County and local rules and regulations of the Health Department and any other applicable regulatory agencies. Vendor must provide evidence of a current and valid Health Permit onsite during the entirety of the Event.

14. Vendor shall pay all gross receipts, sales or other taxes, fees and assessments required by any applicable federal, state or local law in connection with Vendor's participation in the Event.

15. Vendor locations are assigned by Rockabilly Riot. Vendors have a revocable license to use the space assigned and may not relocate themselves. Location assignments by Rockabilly Riot are final.

16. In the event of a breach of this Agreement by Vendor, Rockabilly Riot shall be entitled to recover damages, in addition to reasonable attorneys' fees, as well as court and any expert witness fees and costs.

17. Vendor hereby grants to Rockabilly Riot, or its designees, a non-exclusive license and permission to use Vendor's (and its agents') voice, image and likeness in any photographic, video, digital or audio recording or form, in any manner and in all media, including social media platforms, in perpetuity.

18. Vendor shall provide and maintain in effect workers' compensation and employee liability (if applicable) and comprehensive general liability insurance containing a waiver of subrogation in favor of Rockabilly Riot in such amounts acceptable to Rockabilly Riot. Evidence of such insurance shall be provided to Rockabilly Riot at least 48 hours prior to the start of the Event. Insurance is to be placed with insurers authorized to do business in the State of Texas with Best's rating of not less than "A" covering all operations under this contract.

19. This Agreement is unique and personal to Vendor. It is not assignable and Vendor may not subcontract the performance hereof to any other party.

ARTICLE III

Rockabilly Riot reserves the absolute right to terminate this Agreement in the event the Vendor breaches any items in this contract.

I have read and understand the above Agreement.

VENDOR:

(Print company name)

SIGNATURE: _____ DATE: _____

_____ *Please keep a copy of the complete application for your records.

Exhibit A Insurance Requirements

The Vendor, at its sole expense and prior to engaging upon the work agreed to be done, shall procure, maintain and keep in force during the entire term of the Agreement required insurance.

The specific type(s) and amount(s) of coverage of this Agreement are listed below:

(a) Workmen's Compensation Insurance in the statutory amount and Employer's Liability Insurance in an amount not less than \$1,000,000. Workmen's Compensation must include a waiver of subrogation.

(b) Commercial General Liability Insurance:

Bodily Injury - \$1,000,000 each occurrence; \$1,000,000 aggregate Property Damage - \$1,000,000 each occurrence; \$1,000,000 aggregate

(c) Professional Liability Insurance: To cover errors, omissions and negligent acts of the Vendor in the performance of his services - \$1,000,000 per claim and aggregate

(d) Business Auto Liability Insurance: Bodily Injury and Property Damage Combined - \$1,000,000 per occurrence.