

**EVENT DATES:
MARCH 03,04,05,06, 2011**

EVENT TIMES:

Thur 03/03/11 5:00 PM to 10:00 PM
Fri 03/04/11 5:00 PM to 12:00 AM
Sat 03/05/11 12:00 Noon to 12:00 AM
Sun 03/06/11 12:00 Noon to 8:00 PM



**MARDI GRAS
SOUTHEAST TEXAS, INC.
2011 FOOD CONCESSION
AGREEMENT**

Fee: \$ 950

INSURANCE : \$ 175

**IT IS HEREBY AGREED THE UNDERSIGNED, AS A LICENSEE, WILL BE
RESPONSIBLE FOR THE OPERATION OF A CONCESSION BOOTH**

Returning Concessionaire shall pay to Mardi Gras Southeast Texas, Inc. (MGSET) at time of application a vendor fee of \$950.00 by August 15, 2010 to retain same space location & product for 2011. Concessionaire understands the payment is non-refundable. Full payment is required when application is submitted.

Concessionaire understands this is not an exclusive concession contract and that MGSET, Inc. shall enter into other concession contracts with other parties and that MGSET, Inc. has exclusive rights to all beverages.

CONCESSIONAIRE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- Concessionaire shall have a maximum of 3 primary products for sale and agrees to display only approved menu items & approved prices at the event.
- Concessionaire shall sell only the food item (s) listed on the Vendor Agreement and at prices stated.
- Concessionaire agrees not to change the menu or food prices once contract is submitted to MGSET for approval.
- Concessionaire may not sub-lease space under any circumstances. Space location is at the discretion of MGSET.
- Concessionaire agrees to be responsible for collection and reporting of sales tax
- Concessionaire is required to file by list showing the City of Port Arthur location for all sales at the event. Concessionaire agrees to provide a Texas Sales tax number at time of application. (To apply contact Texas Sales Tax Comptroller at 409-899-4650 or 800-252-5555.)
- Concessionaire is responsible for obtaining all licenses, permits, health certificates or items required by governmental agencies in order that the concession may be lawfully operated.
- Concessionaire agrees to follow the City of Port Arthur guidelines for disposal of gray water - written copy is attached.
- Concessionaire is responsible for disposal of grease/cooking oil. Failure to dispose of properly may result in expulsion from the event and jeopardize any future invitations.
- Concessionaire shall furnish to MGSET, Inc., a certificate of insurance with MGSET, Inc. named as additional insured, evidencing that Concessionaire has comprehensive liability coverage to include products liability to MGSET, Inc. against bodily injury and death with limits of \$500,000.00 per occurrence in conjunction with Mardi Gras. Concessionaire shall not be permitted to enter the premises or operate without required insurance.
- Concessionaire may purchase Insurance through MGSET, Inc. Insurance is available at stated price on or before January 1st.
- Concessionaire will remove all vending units, trailers, equipment, trash, etc. no later than the following day after the event is closed.
- Concessionaire agrees to remain open for operation during the times stated above. Early closure is prohibited.
- Concessionaire agrees to indemnify and hold harmless, MGSET, Inc., City of Port Arthur and its officers and directors, causes of action or damage of any kind, for injury to, or death of any person and/or damages to property arising out of the use and operation of this concession booth by Concessionaire, its agents, vendors, contractors, employees and/or participating members. This agreement to indemnify and hold harmless MGSET, Inc., and the City of Port Arthur specifically extends to any acts of omission or negligence on the part of the above, its officers, directors, employees and agents
- Concessionaire will receive from MGSET, Inc. Vendor Passes for the event upon completion of all inspections. Vendor Passes are limited to necessary workers only.
- Concessionaire booth space is 20' x 20' including tongue of the vending unit. Additional space may be purchased if available, see Vendor application.
- Concessionaire will be provided with electricity and/or water. Special electrical needs will be at the expense of the Concessionaire. Maximum of 70 amps per space. Concessionaire agrees not to exceed 70 amps, as MGSET cannot guarantee service.
- Concessionaire is responsible for all fixtures at concession booth.
- Concessionaire agrees all LP gas tanks & valves shall be in good working condition and able to pass inspection before permit is issued.
- Concessionaire agrees all extension cords used to conduct electricity shall be in good condition and of three-ground type, minimum wire size No. 14.
- Concessionaire is required to furnish one five (5) pound ABC fire extinguisher at booth.

Failure to comply with any / all conditions will result in immediate expulsion from the event and may jeopardize any future invitation

(KEEP THIS PAGE FOR FUTURE REFERENCE)



of southeast texas, inc.

mardigras.portarthur.com

VENDOR APPLICATION

RETURNING VENDOR DEADLINE: 08/15/2010

MARDI GRAS SOUTHEAST TEXAS, INC.

3830 Hwy. 365 ♦ Port Arthur, TX 77642
Phone (409) 721-8717 Fax (409) 721-8700

CONCESSION NAME _____

OWNER NAME _____ EMAIL: _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

HOME PHONE _____ WK PHONE _____ CELL PHONE _____

TEXAS SALES TAX PERMIT # _____
(Required at the time of application – This information is verified)

SPACE #:

✓ I have read and agree to the Terms and Conditions of the Food Concession Agreement.

SIGNATURE _____

Information / Description of Vending Unit

Type of Vending Unit: Trailer _____ Booth _____ Tent _____ Building _____ Other _____
(Describe)

Overall Length _____ Width _____ Height _____

Removable Tongue: _____ Yes _____ No _____ Vending Window: _____ Side _____ Front _____ End

Will grease/cooking oil be used? _____ Disposal Method to be used: _____

Electrical Requirements: _____ 110 V _____ 220 V _____ AMPS

**SPACE SIZE IS 20 FT. x 20 FT. INCLUDING THE TONGUE OF THE VENDING UNIT.
ADDITIONAL SPACE MAY BE PURCHASED IF AVAILABLE. ELECTRICITY & WATER**

VENDOR FEES

20 x 20 VENDOR SPACE FEE BY 8/15/10 \$ 950.00 \$ _____

ADDITIONAL SPACE REQUIRED _____ FEET @ \$47.50 A FT = \$ _____
(Call for availability 409-721-8717)

INSURANCE PROVIDED BY MGSET..... \$ 175.00 \$ _____
(Deadline 1/01/10)

COCA COLA CONCESSION – NO CHARGE

TOTAL PAYMENT ENCLOSED\$ _____

(COMPLETE & RETURN THIS PAGE WITH FEE TO MARDI GRAS SOUTHEAST)



FOOD / BEVERAGE ITEMS AGREEMENT

(COMPLETE & RETURN THIS PAGE)

www.porarthur.com/mardigras

- ✓ Food items should be listed in the order of priority.
- ✓ Menu selection limited to 3 main items (beverages & nachos not included).
- ✓ Be specific about product name (type) and price.
- ✓ No menu or price changes permitted once application submitted.
- ✓ Disposal and removal of Grease/Cooking Oil is the responsibility of vendor.

PRODUCT # 1: _____ PRICE\$ _____

PRODUCT # 2: _____ PRICE\$ _____

PRODUCT # 3: _____ PRICE\$ _____

COCA COLA BEVERAGES: _____ YES _____ NO

ICE WILL BE AVAILABLE FOR VENDORS TO PURCHASE ON GROUNDS

NO REFUNDS ON CANCELLATIONS

COKE CONCESSION

Food vendors have expressed a desire to sell carbonated drinks as a convenience to customers. The local Coca Cola distributor is an **EXCLUSIVE** sponsor of Mardi Gras Southeast Texas. The following is available to all food vendors who want to sell carbonated beverages – Coke Products only or water – Dasani.

Product to be purchased through Beaumont Coca-Cola Bottling Company on site at Mardi Gras grounds.

Mardi Gras SETX has negotiated the lowest price available on behalf of concessionaire with Coca Cola, a sponsor of MGSET. For pricing contact Coca Cola at 409-899-5080 or 800-635-2653. Payment will be collected at the time of transaction on site.

Coca Cola will make available to vendors all coke products including Dasani water. No other carbonated beverages or water products will be allowed. Coca Cola distributor will sell directly to food vendors without participation of Mardi Gras. Vendors are responsible for the purchase and pickup of product at the Coca Cola Truck located on Mardi Gras Grounds. ***No deliveries will be made to booth sites by Coca Cola.***

- ✓ **ALL VENDORS APPLICATIONS ARE SUBJECT TO REVIEW**
- ✓ **PRODUCT AVAILABILITY IS LIMITED TO 4 OF THE SAME ITEM**

Return signed agreement, full payment and tax id to reserve space by deadline
Application not accepted without Texas Sales Tax Number

FULL PAYMENT required at time of Application

RETURN TO: MARDI GRAS SOUTHEAST TEXAS, 3830 Hwy. 365, Port Arthur, TX 77642



Rules and Regulations for Temporary Food Service Establishments

TEMPORARY FOOD ESTABLISHMENTS AND MOBILE UNITS - ORDINANCE NO. 86-43 Section 11-37.

A. General. A temporary food service establishment shall comply with the requirements of these rules except as otherwise provided in this article. The regulatory authority may impose additional requirements to protect against health hazards and prohibit sale of potentially hazardous foods.

B. Restricted Operations. Only those potentially, hazardous foods requiring limited preparation, such as hamburgers and frankfurters that only require seasoning and cooking, shall be prepared or served. The preparation or service of other potentially hazardous foods, including pastries -filled with cream or synthetic cream, custards, and similar products and salads or sandwiches containing meat, poultry, eggs or fish is prohibited, except any potentially hazardous food that has been prepared and packaged under conditions meeting the requirements of these articles, is obtained in individual servings, is stored at a temperature of 450F, (70C.) or below, or at a temperature of 1400F. (600C.) or above, and is served directly in the unopened original container.

C. Ice. Ice that is consumed or that contacts food shall have been made under conditions meeting the requirements of these articles. The ice shall be obtained only in chipped, crushed, or cubed form and in single-use safe plastic or wet-strength paper bags filled and sealed at the point of manufacture. The ice shall be held in these bags until it is dispensed in a way that protects it from contamination.

D. Equipment.

- (1) Equipment shall be located and installed in a way that prevents food contamination and that also facilitates cleaning the establishment.
- (2) Food-contact surfaces of equipment shall be protected from contamination by consumers and other contaminating agents. Where helpful to prevent contamination, effective shields for such equipment shall be provided.

E. Single-service articles. All temporary food service establishments, which do not have effective facilities for cleaning and sanitizing tableware, shall provide only single-service articles for use by the consumer.

F. Water. Enough potable water shall be available in the establishment for food preparation, for cleaning and sanitizing utensils and equipment and for hand washing. A heating facility located on the premises and capable of producing enough hot water for these purposes shall be provided.

G. Wet storage. Storage of packaged food in contact with water or undrained ice is prohibited. Wrapped sandwiches shall not be stored in direct contact with ice.

H. Waste. All sewage, including liquid waste, shall be disposed of according to law.

I. Hand washing. Convenient hand washing facility shall be available for employee hand washing. This facility shall have water, soap and individual paper towels.

J. Floors. Floors shall be constructed of concrete, asphalt, tight wood, or other similar cleanable material kept in good repair. Dirt or gravel when graded to drain, may be used as sub flooring when covered with clean, removable platforms or duckboards, or covered with wood chips, shavings or other suitable materials effectively treated to control dust.

K. Walls and ceilings of food preparation areas.

- (1) Temporary food establishments shall protect the interior from weather and the entrance of insects, dust, dirt and other foreign matter. Doors shall be self-closing and constructed in such a manner as to prevent the entrance of insects, dust, dirt and other foreign matter.
- (2) Counter-service openings shall not be larger than is necessary for the particular operation conducted. These openings shall be provided with tight-fitting doors or windows constructed in such manner as to prevent the entrance of insects, dust, dirt, and other foreign matter, or shall be provided with fans installed and operated to restrict the entrance of flying insects. Counter-service openings shall be kept closed, except when in actual use.

(KEEP THIS PAGE FOR FUTURE REFERENCE)

APPLICATION FOR TEMPORARY FOOD SERVICE ESTABLISHMENT

City of Port Arthur

Environmental and Consumer Health Division

NOTE: THIS APPLICATION TO BE TAKEN OR RETURN TO THE CITY OF PORT ARTHUR, BOX 1089/ 449 Austin Ave. Port Arthur, TX 77642

DATE: _____

SPONSOR OR OPERATOR: _____

ADDRESS OF SPONSOR OR OPERATOR: _____

LOCATION OF TEMPORARY ESTABLISHMENT: _____

TELEPHONE NUMBER: _____ EMAIL : _____

NAME OF THE EVENT: _____

DATES OF THE EVENT: _____

TYPE OF OPERATION : (Please circle one) PROFIT OR NON PROFIT

TYPE OF FOOD OR BEVERAGE TO BE SERVED

- | | |
|----------|-----------|
| 1. _____ | 7. _____ |
| 2. _____ | 8. _____ |
| 3. _____ | 9. _____ |
| 4. _____ | 10. _____ |
| 5. _____ | 11. _____ |
| 6. _____ | 12. _____ |

SIGNATURE OF SPONSOR/OPERATOR

SIGNATURE OF SANITARIAN/CLERK

APPROVED: _____

DISAPPROVED: _____

RETURN APPLICATION WITH \$10 FEE TO:

City of Port Arthur - Attn: Wayne Doyle
Environmental & Consumer Health Division
P.O. Box 1089 / 449 Austin Ave.
Port Arthur, TX 77641
(409) 983-8822 FAX 983-8870

DO NOT SEND FOOD PERMIT TO MARDI GRAS SOUTHEAST TEXAS

Mail to City of Port Arthur at the address above



RULES AND REGULATIONS FOR MOBILE UNITS

Temporary Food Establishments and Mobile Units
Ordinance NO. 86-43
Section 11-90

CONCESSION STANDS

A. FOOD UNITS THAT SERVE ONLY PREPACKAGED FOOD SHALL HAVE THE FOLLOWING EQUIPMENT:

1. If the prepackaged food is hot food, then there shall be facilities to maintain the food at 140 degrees F. or above.
2. If the packaged food is cold, then there shall be facilities to maintain the food at 45 degrees F. or below.
3. If the packaged food is frozen, then there shall be facilities to maintain the food at 0 degrees F. or below.
4. All outer openings to the vehicle shall be constructed in such a manner as to prevent the entrance of insects, dust, dirt, and other foreign matter.

B. MOBILE UNITS THAT PREPARE FOOD SHALL HAVE THE FOLLOWING EQUIPMENT:

1. Three compartment sink.
2. A hand wash sink.
3. Hot and cold water under pressure.
4. Waste retention system with a capacity at least 15% larger than that of the water tank.
5. All outer openings shall be constructed in such a manner as to prevent the entrance of insects, dust, dirt and other foreign matter.
6. Facilities to keep hot food 140 degrees F. or above.
7. Facilities to keep cold food 45 degrees F. or below.
8. Light shields shall also be provided.

C. MOBILE MARINE PRODUCTS TRUCKS SHALL HAVE THE FOLLOWING:

1. Facilities to maintain a product temperature of 45 degrees F. or below.
2. A system to retain all liquid waste at least 15% larger than that of the water tank.
3. A cleaning sink for the purpose of washing, rinsing, and sanitizing the food contact surface.
4. A hand-washing sink.
5. All outer openings shall be constructed in such a manner as to prevent the entrance of insects, dust, dirt and other foreign matter.
6. Clean containers for the marine products.
7. Readily cleanable surfaces.

(KEEP THIS PAGE FOR FUTURE REFERENCE)

PORT ARTHUR FIRE DEPARTMENT

CONCESSION REGULATIONS

The following regulations, established by the Port Arthur Bureau of Fire Prevention are for special events, which include booths or trailers providing food, using heat producing devices, and/or using electricity.

An inspection by the Port Arthur Bureau of Fire Prevention shall be conducted on each booth or trailer before being connected to electricity.

FIRE EXTINGUISHERS:

1. All booths or trailers shall provide a minimum of one (1) five pound (2A10BC rating) ABC type portable fire extinguisher.
2. Additional fire extinguishers or fire protection may be required at the discretion of the fire official.
3. All fire extinguishers shall have a current (1 year) inspection signed by a state licensed company or a sales receipt for the current year.

BAR- B-Q Pits:

1. All BBQ pits not mounted in a booth or trailer shall be kept a minimum of 10 feet away from combustibles.
2. Hot coals and ashes shall be stored minimum of 10 feet from combustibles in an approved metal container.

TENTS

1. All tents over 120 sq ft. shall have a flame retardant certificate and obtain an inspection from the Bureau of Fire Prevention.
2. Fryers and flame producing equipment will not be allowed within five feet (5 ft) of any tent.
3. Tents shall meet all other requirements for booths.

CYLINDERS:

1. Pressurized cylinders shall be properly secured to prevent falling and damage.
2. Protective caps provided for cylinders shall be kept in place for all cylinders not currently in use.

ELECTRICITY:

1. All permanent wiring must be in conduit.
2. Electrical outlets and switches must have cover plates.
3. Extension cords cannot replace permanent wiring. They may be used for temporary electric connections only.
Absolutely no household type extension cords only heavy-duty cords accepted.
4. Motors will be kept free of grease and dust.
5. Electrical adapters are prohibited if no circuit protection is built-in.
6. All electrical wiring shall be free of splices and other mechanical damage. All electric wiring connections shall be made within approved junction boxes.
7. If electric wiring is secured to metal, there will be electrical insulation or electrical tape between the metal and the electric wiring.

(KEEP THIS PAGE FOR FUTURE REFERENCE)

PORT ARTHUR FIRE DEPARTMENT

VENDOR INSPECTION FORM

Inspector _____ Date: _____

Booth Name _____

Booth Address _____

Owner/Operator _____

Phone _____

ITEM	PASS	FAIL	N/A	CORRECTED COMMENTS	
Fire Extinguisher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other Fire Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Combustible Clearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flame Certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cylinder Storage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Electrical Wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Electric Appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Grease/Cooking Oil Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other – Describe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

SAMPLE FORM

- MAY PARTICIPATE
- MAY NOT PARTICIPATE

Owner/Operator Signature: _____

Inspector Signature: _____

“THIS FORM MUST BE POSTED IN A VISIBLE LOCATION ON PREMISE”

(KEEP THIS PAGE FOR FUTURE REFERENCE)

ATTN: VENDORS ELECTRICAL LIMITS

MAXIMUM OF 70 AMPS AVAILABLE PER VENDOR SPACE. PLEASE MAKE SURE YOUR NEEDS DO NOT EXCEED 70 AMPS AS WE CAN NOT GUARANTEE SERVICE.

ATTN: VENDORS LP GAS

VENDORS USING LP GAS TANKS NEED TO MAKE SURE TANKS AND VALVES DO NOT LEAK. EQUIPMENT MUST PASS INSPECTION TO BE ISSUED A VENDING PERMIT. CHECK YOUR TANKS & VALVES BEFORE ARRIVING.

ATTN: VENDORS FIRE EXTINGUISHER



VENDOR MUST HAVE MINIMUM ONE (1) FIVE POUND (2A10BC RATING) ABC TYPE PORTABLE FIRE EXTINGUISHER WITH A CURRENT 1 YEAR INSPECTION TAG. VENDING PERMIT WILL NOT BE ISSUED WITHOUT PROPER EQUIPMENT.

VENDOR SETUP INSTRUCTIONS:

SETUP ON STARTS WEDNESDAY 3/02/11 8:00 AM TO 5:00 PM
THURSDAY 3/03/11 8:00 AM TO 12 NOON - NO EXCEPTIONS

- FIND SPACE AND COMPLETELY SET UP VENDING UNIT READY FOR INSPECTION (this includes electrical, water, lp gas tanks, holding tanks, etc.)
- WHEN COMPLETE GO TO THE MOBILE FIRE COMMAND CENTER (CORNER OF BEAUMONT AVE AND PROCTER STREET) TO REQUEST INSPECTION. GO BACK TO YOUR SPACE AND WAIT FOR THE INSPECTOR TO ARRIVE. INSPECTORS WILL COME TO YOUR VENDING AREA.
- AFTER INSPECTION IS COMPLETE BRING THE SIGNED INSPECTION FORM TO THE FLOAT DEN AT THE CORNER OF WACO AND PROCTER. SEE MARDI GRAS OFFICIAL FOR VENDOR PASSES. ALL VENDOR WILL BE REQUIRED PASSES FOR ADMITTANCE TO FESTIVAL GROUNDS.
- NO LATE ARRIVALS PERMITTED PAST 12 NOON ON THURSDAY.
- QUESTIONS OR SPECIAL NEEDS CALL 409-721-8717 LAURA