

OKTOBERFEST VENDOR REGULATIONS

1. Booth space will consist of:
 - a. 10x10 space or space for trailer. Trailer must be approved prior to festival, and may be subject to additional fee.
 - b. Additional electricity available (see form for charges)
 - c. Food Truck space is larger than 10x10 and is at a higher fee than the traditional booth space.
 - d. Larger booth spaces (such as 10x20) can be made upon request for a higher fee.
2. All Vendors will be responsible for all tables, chairs, tents, extension cords for electrical (if paid additional electric fee) or items needed to complete booth set up.
 - a. Special electrical hookups deemed outside a routine set up will be attempted to accommodate, however, we will not refund fees due to inability to accommodate unique requests. Responsibility to communicate electric needs falls to the vendor.
3. Set up time is 10:00 am - 11:30 am. **All Vendors must be set up and ready to open at 11:45am.**
4. Festival hours are noon to 6:00 pm. No Vendor will be allowed to pack up before 6:00pm. **Any Vendor in violation will not be able to return for future festivals.**
5. Food Vendor will be responsible for providing the following:
 - a. All food items, operational equipment, equipment for health code compliance (including potable water), table, chairs, tents, extension cords for electrical (if paid additional electric fee) or items needed to complete booth set up
 - b. Menu signs
 - c. The Denton County Health Department will be inspecting booths for compliance of food vendor regulations. If a food vendor does not already possess a regular, State Mobile Food Health Permit, a temporary health permit must be obtained from Denton County Health Department the day of the festival. All food vendors must pass the health inspection. **Failure to pass will result in closure of booth and booth fee will not be refunded. This is MANDATORY.**
 - d. Fire extinguisher
 - e. Hand washing station, bleach, potable water
6. Booth location is determined by Pilot Point Neighborhood Events committee and is **non- transferrable**.
7. A food Vendor may sell only those items outlined in the Food Vendor Application and approved by the committee and must sell in a manner that meets city health and fire regulations.
8. Food Vendors **cannot cook under a tent or awning**.
9. Payment for booth space is **due no later than September 14, 2026**.
10. In the event a Vendor cannot participate in the Festival, the fee is **NON-REFUNDABLE after August 31st**.
11. Roaming sales are not allowed.

12. The undersigned applicant warrants that applicant is solely responsible for the food and/ or wine that they intend to sell at the Pilot Point Oktoberfest. It is understood that Pilot Point Neighborhood Events, as sponsor of the festival, merely rents space to the applicant and assumes no responsibility for the safekeeping or protection of same. In consideration of and to induce the sponsor to arrange for space, the undersigned applicant does hereby release the sponsor from any claim, action, demand, or liability arising out of conduct of any nature of the sponsor, its officials or agents, including its asserted failure to exercise ordinary care and does hereby indemnify from any claim, action or demand by any person for expense or damage arising from the sale of food or wine. It is understood that Pilot Point Neighborhood Events is renting space at the Pilot Point Oktoberfest to the applicant for the sale of

food/wine and assumes no responsibility for the supervision or guarding of the rental space of products at the said rental space.

13. No Vendor/Concessionaire of the Pilot Point Oktoberfest will set up a booth on any location other than the assigned area for the Vendor/Concessionaire planned by Pilot Point Neighborhood Events. **Failure to comply with this regulation will result in request to leave event and will not be asked to return for future events.**

14. Vendor/Concessionaire agrees that any and all sales of "Cottage Foods," as that term is defined by Chapter 437 of the Texas Health and Safety Code, shall be subject to all pertinent Texas Cottage Food laws and regulations (see www.texascottagefoodlaw.com for pertinent laws and regulations).

15. No Animals allowed in booth space during the festival unless previous approval from PPNE (except for service animals, pet adoption booths and photo booths).

16. Vendor/Concessionaire must keep area clean and safe at all times.

17. Vendor/Concessionaire agrees that the Pilot Point Neighborhood Events and/or City of Pilot Point will not be liable for the interruption of electricity or any utility service and that neither shall be liable in damages or otherwise for a cancellation of the event for any reason.

18. The Pilot Point Oktoberfest reserves the right to inspect the booth of any Vendor/Concessionaire and/or area of operation at reasonable times throughout the agreement.

19. Vendor/Concessionaire **will not sublease** the space leased without pre-approval by the Festival's designated representatives.

20. Vendor/Concessionaire will be responsible for the cleanup of their designated area. Further, Vendors/Concessionaires are responsible for keeping their space clean and taking all merchandise/goods and personal trash with them when they leave the event. Vendors must provide their own trash bags. Vendors are responsible for all security of merchandise.

21. The Festival is not liable for any personal injury or property loss caused by theft, calamitous weather or accident.

22. Vendor/Concessionaire understands that the Festival **will not have money on location for** making change.

23. Booth Fees will not be refunded for any reason including rain delays, event cancellation due to inclement weather or vendor initiated cancellations (after August 31st).
24. Vendor/Concessionaire understand the the Festival cannot guarantee another Vendor/ Concessionaire will not sell a similar product. But Festival would like to make Vendor/ Concessionaires aware that they will seek no more than two Vendor/Concessionaires of similar products and guarantee the similar Vendor/Concessionaires will be placed in close proximity to each other.
25. No cars will be allowed to park on Square or at vendor booths.
26. **Sales Tax:** If your organization is exempt from sales tax liability, you must provide documentation, upon request. Vendor/Concessionaire must have a **Texas Sales and Use Tax Permit**. A compliance visit from the State Comptroller's Office can be expected. You are solely responsible for the reporting and payment of all sales/use tax applicable to your sales.