



2022 CHRISTMAS IN COMFORT – Food Vendor Application
Sponsored by the Greater Comfort Area Chamber of Commerce
Saturday, November 26, 2022

Contact Name _____ Company Name _____
 Address _____ City/State/Zip _____
 Best Phone # _____ E-Mail _____
 Web Site _____

BOOTH DESCRIPTION: 15’ X 15’ OPEN SPACE. Vendors provide canopy and any display equipment (tables, chairs, etc.). If you have a trailer or equipment where height may be an issue, please make note of that on the application.

Electric Power to each Food Vendor Booth is available to Vendors on designated sections of 7th Street ONLY. All vendors are required to provide 1-100 foot #12 power cord per circuit UL approved. All electrical cords will be inspected. If cord does not meet requirements, a cord can be rented at an additional charge of \$30.00, as supply allows. Rented cords will be returned at end of event. (A charge of \$100.00 per cord will be billed on non-returned cords.) All extension cords will be plugged into an approved GFCI receptacle provided. All connections to power will be inspected. Safety of vendors and general public is a top priority. Each circuit (1 duplex outlet) is \$30.00 per booth. A Booth can be supplied with two (2) standard duplex Power Outlets upon request. Power supplied is 120 vac, 15 amp maximum (1800 Watts max.) per Duplex Power Outlet. NOTE: It is the Vendors responsibility to NOT EXCEED power supply capacity. Higher power capacity (per duplex) is not available AND WILL CAUSE BLOWN BREAKERS. 230 vac power is NOT available. Safety of vendors and general public is a top priority. Electrical issues will be brought to event planner’s attention. Vendors will not open up any panel boxes/outlet boxes to make connections or repairs. Event planners will have qualified electricians on site for such issues. Information Booth at 7th & High can reach Event Representatives when needed.

Electrical set-up for 7th Street booths will begin Friday afternoon, November 25th, and street closures will begin at 7:00 pm. **7th Street vendors early set-up may NOT begin prior to 7:00 pm and at your own risk. There will NOT be security officers on duty overnight. 7th Street vendors will NOT be able to break down their booth until the close of this event, at approximately 9:00 pm.**

“Temporary Food Establishments” must complete form on page 3 and pay a \$25.00 temporary food permit. (Kendall County, Texas Health and Safety Code.) The permit fee will be in addition to the booth fee. The Comfort Chamber will obtain the permits for each vendor and distribute to the vendors the day of the event. Non-Profit Organizations are EXEMPT from the fee, but must complete the form and comply with the requirements, as well as furnish the Chamber with proof of exempt status as required by the Health Dept.

All vendors must adhere to State & County guidelines & will have temperatures checked upon arrival; if above 100 degrees, then regrettably you will not be able to participate in the event.

This event will go on rain or shine. No refunds will be issued for vendor cancellations for any reason.

Type of items for Sale: Please list ALL items to be sold. We reserve the right to restrict types of items sold by any vendor, to avoid duplication of items. Please note: ABSOLUTELY NO DRINK SALES OF ANY KIND.

FOR-PROFIT SPACE REQUESTED: \$350.00/booth for out-of-town vendors \$ _____
\$300.00 per booth for local Comfort vendors \$ _____

NON-PROFIT SPACE REQUESTED:
\$225.00 per booth for out-of-town vendors \$ _____
\$175.00 per booth for local Comfort vendors \$ _____

TEMPORARY PERMIT \$25.00 (REQUIRED) \$ _____ 25.00

OPTIONAL: Electrical Service: \$30.00 per Duplex (2 max) qty: _____ \$ _____

OPTIONAL: Rental of 100-foot #12 power cord (per circuit) \$30 each qty: _____ \$ _____

Additional \$25.00 fee is due for any Booth reservation **after** November 15th, 2021 \$ _____

Credit Card Payments add \$10 per booth. Last 4 digits of Credit Card _____ Call 830-995-3131.

TOTAL AMOUNT DUE \$ _____

Check Number _____ Name on Check (please print) _____

**Checks payable to Comfort Chamber of Commerce
P.O. Box 777 Comfort, TX 78013; info@comfort-texas.com**

I agree to have adequate supplies to fill the needs for sales on the festival date. I will be responsible for reporting to the State Comptroller all sales tax collected. I agree to comply with all health laws established by the State of Texas and Kendall County. Please sign the attached **“Kendall County and City of Boerne Temporary Food Establishment Permit and Compliance Requirements” form** and return with this application. **I also agree to provide a Certificate of Insurance in the amount of \$1,000,000 naming the Comfort Chamber of Commerce as additional insured for this event.** If needed, the physical address is 630 Hwy 27, Comfort, TX 78013. Do NOT send mail to that address, use the P.O. Box 777, Comfort, TX 78013 for mailing.

General Release and Hold Harmless Statement

For and in consideration of the Comfort Chamber of Commerce, & doing business as Christmas In Comfort, hereinafter referred to collectively as The Chamber, permitting ourselves, our spouses, our children, our relatives, &/or guests, to enter upon Christmas In Comfort, I hereby release The Chamber, their agents, volunteers & employees from all claims, demands, suits, cause of action or judgments which I ever had, now have, or may have in the future or which my heirs, executors, administrators, or assigns may have, or claim to have against The Chamber, their agents and employees, arising out of or in any way connect with Christmas In Comfort, for all personal injuries known or unknown, property damages, or claims for wrongful death, caused by the act, omissions, or negligence of The Chamber, their agents & employees. I further agree to hold harmless The Chamber, their agents and employees, from all claims, demands, suits, causes of action, or judgments, which I, my spouse, my children, my relatives, &/or my guest ever had, now have, or claim to have against The Chamber, their agents, employees, arising out of or in any way connected with Christmas in Comfort, Kendall County, TX for all personal injuries, known or unknown, property damages, acts, omissions, or negligence of The Chamber, their agents, & employees.

COVID-19 special considerations: It is the responsibility of the Vendor to adhere to all State, County and CDC guidelines requirements regarding masks, social distancing and other COVID-19 related regulations. If it becomes necessary for the Chamber to cancel the event due to a COVID-related spike in cases or any other circumstances due to COVID, The Chamber will refund Vendor rental fees less \$25 processing costs and any expenses paid by The Chamber on behalf of the Vendor, such as the procurement of Temporary Food Permits. Individual Vendor decisions to not go forward with the event do not qualify for a refund.

Signature: _____ Date: _____



KENDALL COUNTY AND CITY OF BOERNE TEMPORARY FOOD ESTABLISHMENT PERMIT & COMPLIANCE REQUIREMENTS



PERMIT REQUIRED: Each temporary food establishment shall have a valid permit issued by the County Health Officer. \$25.00 non-refundable fee per food booth/unit must be paid at least two days prior to the event. Nonprofit organizations are exempt from payment of the permit fee if they possess a (501-C) exemption from the IRS. The **single event permit** is valid for one individual food booth or unit at one specific event, and is valid for 4 consecutive days from the initial effective date.

FOOD PREPARATION: Food shall be obtained from approved sources and be in sound condition. Food shall be prepared only in permitted or licensed establishments. **Food prepared in a private home is not allowed.** The Texas Food Establishment Rules (TFER) requires that meat and poultry products be cooked to the following minimum internal temperatures: **Poultry-165°F, Ground Meats 155°F, Pork-145°F, and other Meats- 145°F.** Potentially hazardous foods (i.e., foods which consist in whole or in part of milk or milk products, eggs, cut tomatoes, meat, seafood) shall be held at 41°F or lower, or at 135°F or above. Equipment adequate to cook and maintain foods at the required temperatures shall be provided. An accurate food temperature thermometer (metal stem) shall be used to monitor the proper internal cooking and holding temperatures of potentially hazardous foods. Packaged foods shall not be stored in direct contact with water or undrained ice.

EQUIPMENT: Food, utensils and single service articles shall be protected from contamination during storage, preparation, display and service. Utensils, including ice scoops, shall be provided to minimize handling of foods. Food contact surfaces shall be easily cleanable and washed, rinsed and sanitized as necessary using three suitably sized basins as follows: wash with warm soapy water, rinse in clean water and sanitize with 50 ppm chlorine or 200 ppm quaternary ammonia. Single-service articles must be provided for use by the consumers.

PERSONAL HYGIENE: Personnel shall maintain a high degree of personal cleanliness and conform to good hygienic practices. They shall be free of infections which may transmit foodborne illness. Hands shall be washed as often as needed during food preparation. Handwash facilities shall include an insulated container with a spigot that can be turned on to allow potable, clean, warm water to flow; a wastewater container; soap; disposable towels and a waste receptacle. An approved hand sanitizer must be used after handwashing. Single-use gloves may be used in addition to handwashing. The use of tobacco or eating food in preparation and serving areas is prohibited.

WATER: A sufficient supply of flowing water from an approved source shall be provided to prepare food and to clean hands, equipment and utensils. A closed water container with a spigot may be used.

TOILET FACILITIES & WASTE DISPOSAL: Conveniently located toilet facilities shall be provided. All sewage and wastewater shall be disposed of through a sewage system according to law. Adequate, covered containers for refuse and garbage shall be provided.

BOOTH CONSTRUCTION: Subflooring shall be graded to drain and dust shall be controlled. Floors shall be constructed of concrete, asphalt, dirt or gravel if covered with mats, removable platforms or other suitable materials approved by the regulatory authority. Ceilings over food preparation areas shall be constructed of wood, canvas or other materials to protect against the weather. Pests (flies, roaches or rodents) shall be controlled. Doors, walls, screening and other measures may be required when necessary to restrict the entrance of flying insects.

ADVISORY: Section 229.170 of the Texas Food Establishment Rules provides that "The regulatory authority may impose additional requirements to protect against health hazards related to the conduct of the temporary food establishment, may prohibit the sale of some or all potentially hazardous foods, and when no health hazard will result, may waive or modify requirements of these rules." Failure to comply with these requirements may result in the immediate suspension of the permit and assessment of penalties as provided by the Texas Health and Safety Code, Chapter 437.

PREVENTING FOODBORNE ILLNESS IS A RESPONSIBILITY SHARED BY ALL INDIVIDUALS INVOLVED IN FOOD PRODUCTION, DISTRIBUTION AND PREPARATION. IF YOU HAVE QUESTIONS OR NEED FURTHER ASSISTANCE, CONTACT **KENDALL COUNTY AND CITY OF BOERNE, 830-249-9343, ext. 214 or www.co.kendall.tx.us.**

PRINT NAME: _____ PHONE: _____

SIGNATURE: _____ DATE: _____