



Dear Prospective Concessionaire:

Thank you for your interest in providing food and beverage concessions in City of Dallas parks. Please review the enclosed guidelines and permit information. Requests for Temporary Food and Drink (TF&D) concession permits are for a twelve (12) month period and must be submitted in writing, noting park site requested. **Packets must be complete prior to processing which includes Section 3, items A-I. A background check is required prior to issuing the concession permit.**

Please identify which park site you are interested in, including park name, address, and location within the park (i.e., soccer field, baseball field, etc.). You may want to list a 1st, 2nd, and 3rd choice, since park permits are issued on a first come first serve basis.

A Temporary Special Event Food Permit will be required to have from the Department of Code Compliance Consumer Health Division before the Temporary Food and Drink (TF&D) permit will be issued.

Please note in some cases the completion of a food handler's class is required to receive the Temporary Special Event Food Permit. The Park and Recreation Department will only process its Temporary Food and Drink Permit once the Temporary Special Event Food Permit and all other requirements have been presented.

Upon receipt of our completed TF&D permit packet, Athletics, Events, and Reservations Management will process the permit request/application and complete the background check. This process may take 8-9 weeks to complete. You will then be notified, and an appointment will be scheduled to obtain your permit and sign the Concession Permit Agreement. **IF YOU NEED ASSISTANCE COMPLETING THE REQUIREMENTS OUTLINED WITHIN THE PERMIT PACKAGE, PLEASE SCHEDULE AN APPOINTMENT BY CALLING (214) 670-8740.**

We look forward to working with you in providing quality, food, and drink services to our park patrons.

Charli Jackson, Manager II
Athletics, Events, and Reservations
City of Dallas Park and Recreation Department



DALLAS PARK AND RECREATION DEPARTMENT

TEMPORARY FOOD AND DRINK CONCESSION PERMIT GUIDELINES

Section 1-DEFINITIONS OF TERMS

The following terms are used throughout this document and the attachments are defined as follows:

- A. City- The City of Dallas, Texas, acting through its Park and Recreation Director.
- B. Department- The City of Dallas Park and Recreation Department.
- C. Director- The Director of the Dallas Park and Recreation Department and /or his designated representatives and/or agents.
- D. Applicant- Is interchangeable with and synonymous with the terms “CONCESSIONAIRE”, “PROVIDER”, each term of which is used to mean the person(s) who is submitting a written request for a temporary permit to provide the specified services.
- E. Temporary Food and Drink (TF&D) Permit- a renewable permit issued by the City of Dallas Park and Recreation Department – Athletics, Events, and Reservations Divisions; authorizes the entry to the City of Dallas parks to conduct food concessions for a twelve (12) month period.
- F. Temporary Special Event Food Permit- a one (1) year renewable permit issued by the City of Dallas Code Compliance Department-Consumer Health Division that is required for TF&D permit holders; addresses the safety aspects of food sold for human consumption, while in the City of Dallas Parks.
- G. Consumer Health- The City of Dallas Code Compliance Department-Consumer Health Division; oversight for the safety and conditions associated with the sale of food consumed by the public, responsible for conducting inspections of temporary food establishments within the City of Dallas Parks (trailers), as well as issuing Temporary Special Event Food Permits.

Section 2- PERMIT REQUESTS

- A. Park Concession Permit Guidelines are available from :

Athletics, Events, and Reservations, City of Dallas
8100 Doran Cir.
Dallas, TX 75238
(214) 670-8740
- B. All requests must be submitted in writing and **specify which park location the permit request is for.**



- C. The City reserves the right to reject any and/or all requests.
- D. Athletics, Events, and Reservations Division will evaluate requests for compliance with the terms and conditions and will initiate the process to secure approval of the Temporary Food and Drink Concession Permit Agreement.
- E. Permits shall be issued to a single concessionaire to service one park site and issued for no more than twelve (12) months at a time.
- F. The current permit holder shall be granted first preference to renew an agreement, unless the current permit holder notifies the Athletics, Events, and Reservations Division that he/she is no longer interested in the park location. At which time, the park location is open for other applicants.
- G. Upon receipt of all requirements, A Temporary Food & Drink Concession Permit Agreement will be signed by the City and the applicant.

Section 3- TEMPORARY FOOD & DRINK QUALIFICATIONS AND REQUIREMENTS

Each TF&D applicant who submits a written request must meet the minimum requirements, as detailed below, and shall include in this request the following documents: which will be used as the evaluation criteria in selecting the most qualified applicant(s):

- A. A complete resume, including experience as it relates to this service with events, number of persons serviced, reference names and phone numbers.
- B. List of equipment, photograph(s) and/or descriptive literature, that illustrate the exact equipment to be used to provide the service. Photographs, list of equipment and any additional literature explaining type of equipment used should be updated at a maximum of (12) months and provided to the TF&D/Mobile Food Truck Permit during the permit renewal process.

*Concessionaires will be required to operate a **non-motorized** trailer that is professional in appearance.

*The **non-motorized** trailer must be furnished with the proper equipment needed to meet the Consumer Health guidelines for mobile food preparation vehicles.

- C. A description of the type of products to be sold and the respective selling prices for each item. NOTE: The sale of alcoholic beverages is specially prohibited. Access to utilities at each site may determine products permitted to be sold. This description of type of goods sold should be updated and provided to the Athletics, Events, and Reservations Division when any revisions are made.
- D. Confirmation from an insurance agency of ability to secure the required general liability and auto liability insurance (See Attachment I). **All new and renewed permits will require insurance coverage for the entire term of the Agreement.**



- E. Operating schedule that shows the months, days and hours the applicant proposes to operate. Information on park usage, including facility reservations, can be obtained by contact Athletic Reservations at (214) 670-8242 or (214) 670-8740.
*All concessionaires must submit an operating schedule 90 days prior to occupying their requested park site.
- F. Each applicant must successfully complete and pass a background check. The applicant will complete the background check online. The applicant will receive an email with instructions. Information disclosed is confidential and will be taken into consideration before a permit is issued.
- G. Provide a copy of the Texas Sales and Use Tax certificate. Concessionaire is responsible for reporting taxes to the State Comptroller.
- H. The applicant's trailer must pass a Consumer Health inspection prior to the Park permit being processed. An additional inspection may be ordered by the City of Dallas Fire Department, based on the type of equipment used within the concession's operation. Once the inspection(s) has passed, and the completion of all required Park Department documents have been received, the applicant will be required to purchase a Temporary Special Event Food Permit from the Consumer Health Division. To schedule inspections, contact the City of Dallas Fire Department at (214) 670-4319 for the first inspection, and then the Consumer Health Division between 8:00am and 4:30pm at (214) 670-8083 or visit the office at 7901 Goforth Road, Dallas, Texas 75238.
- I. Applicant will schedule an appointment with the Parks Department to obtain the park concession permit and sign the Temporary Food & Drink Concession Permit Agreement.

Section 4 – GENERAL GUIDELINES

- A. The applicant will be required to enter into a written agreement, which will embody the content of the guidelines provided, granting the privilege and right to operate a portable food and drink concession within the identified City of Dallas park.
- B. The term of the Temporary Food & Drink Concession Permit Agreement will be for no more than twelve (12) months. Permit fees are non-refundable and permits are not transferable.
- C. The concessionaire will be required to post a concession identification sign (24"X15"; white with blue lettering) provided by the Park Department on the concession trailer, to clearly identify that the concessionaire operation is approved. The sign will also include a phone number for citizens to call for any complaints or concerns. Park Permits (3 ¼ X 8 ½; white with blue print), issued by the Park and Recreation Department with an expiration date, concessionaire's name, park location and license plate will clearly be posted within the concession trailer in plain view of the public. Concessionaire will be given two warnings, if the permit and/or sign are not properly posted in clear view of the patrons at all times; the Park permit will be terminated and/or concessionaire will lose rights to purchase a new permit on the third occurrence.



- D. The City of Dallas Park and Recreation Department is committed to providing exemplary services to the public. Therefore, the applicant must observe the following guidelines:
1. Equipment- All equipment and fixtures required for this operation shall be of modern design, quality material, sufficient in number to adequately serve the public, and provided by the concessionaire at his or her expense and subject to approval by the Director or his authorized representative. The concessionaire shall maintain and keep the equipment in good working order.
 2. Personnel- Concessionaire agrees to provide adequate onsite supervision of this operation to insure satisfactory operation to the Park and Recreation Director and efficient service to the public. The Park and Recreation Director shall have the right to supervise the manner of executing the privilege granted and the conduct of the concessionaire and his or her employees.
 3. Hours- The Park and Recreation Director reserves the right to regulate the hours the concessionaire may be in the park. Concessionaire will be permitted to arrive two (2) hours before the scheduled event/activity being served. Concessionaire will be required to leave park premises no more than two (2) hours after the scheduled event/activity has concluded.
 4. Concession Location- The Park and Recreation Director reserved the right to designate and/or restrict locations and/or areas of the park where concessionaires may set up/conduct business.
 5. Before submitting a permit request, applicant will be held responsible for having examined the park site and satisfied him or herself as to the existing conditions under which he or she will be obligated to operate or that will in any manner affect his or her services under the contract to include electrical service availability. No allowances shall be made in on behalf of the applicant for any error or negligence on his or her part.

Section 5- SPECIFICATIONS

The Park and Recreation Department (City of Dallas) will enter into a written agreement with the approved applicant, granting the privilege to operate food and drink concession at a specified park. The privilege will include concession operations at designed areas only.

TERM

The term of the Concession Permit Agreement will be for a specified period of no more than twelve (12) months. The agreement is subject to conditions hereinafter stated; the violation of which will be sufficient cause for cancellation of the agreement by the Park and Recreation Director of the City of Dallas and/or the Director's designed representative(s).

PERMIT FEES

Permit fees are \$1000 for twelve (12) months, \$900 for nine (9) months, \$600 for six (6) months and \$300 for three (3) months, payable at the time the permit is issued. No other fees or commissions to the Park and Recreation Department will apply. Permit fees are non-refundable and permits are not transferable.



SALE OF COMMODITIES

1. Concessionaires shall at all reasonable times keep available for sale food and drink products for which there is or shall be a reasonable demand; the price of which shall always be regulated and supervised by the Park and Recreation Director. This description of type of goods sold along with pricing should be updated and provided to the Athletics, Events, and Reservations Divisions when any provisions are made. All prices must be visible to customers at all times.
2. The concessionaire will not be permitted to sell any alcoholic beverages at any City of Dallas park.
3. All City, State, County and other governmental regulations relative to public health shall apply to this concession operation.
4. No sales with any element of chance are permitted on any park.
5. No hawking or noisy canvassing for sale shall be made on any part of the grounds of said parks.
6. Concessionaire shall sell no novelties, clothing, or school supplies on premises.
7. All advertising signs or advertising matter displayed on equipment or in the vicinity of areas designed for the concessionaire shall be subject to approval by the Park and Recreation Director or his/her authorized representative.
8. All transaction must be completed using a cash register (supplied by concessionaire) and sale window of cash register must be visible to patrons at all times.

REPORT OF SALES

The concessionaire shall make collections of all monies at intervals of such frequency as necessary to discourage vandalism, theft or robbery. Concessionaire reports shall be submitted by the 10th of each month to the Athletics, Events, and Reservations Division detailing the sales for the previous month.

CONSUMER HEALTH PERMIT

All food and drink concession operations in the park will need temporary food service permits issued by the City of Dallas Consumer Health Division. Final approval and issuance of consumer health permits will be completed upon review of menu and facilities provided. Consumer health permits cannot be obtained until approved by the Park and Recreation Director and/or his/her designated representative(s). For additional information, please call the City of Dallas Consumer Health Division at (214) 670-8083.

SUPERVISION

Concessionaire will directly supervise this concession operation at all times. The Park and Recreation Director or his/her authorized representative(s) shall have the right to supervise the manner of exercising the privilege hereby granted and the conduct of the concessionaire and his/her employees. The Park and Recreation representative for this supervision will be the Director and/or his/her designated representative(s).

The concessionaire shall not discriminate against any employee or applicant for employment or in providing



the public service specified in this agreement because of race, creed, color, or national origin. The concessionaire shall, in all solicitations or advertisements for employees placed by or on behalf of the concessionaire: state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

CLEANLINESS

The concession shall be conducted in a clean, orderly and legitimate manner and in accordance with existing ordinance and laws regulating food concession. No rubbish, glass, plastic, or cardboard boxes of any kind shall be discarded upon the grounds or in any buildings by concessionaire or anyone working for concession trailer. Concessionaires are required to bring trash receptacles to place outside the concession trailer. Concessionaire will be required to remove trash collected from their food preparation and from their outside trash receptacles when leaving the park. Concessionaire will be given two warnings, in the event litter is not properly removed and/or the concession area is not kept clean and free of debris. The park permit will be terminated and/or concessionaire will lose rights to purchase a new permit on the third occurrence.

UTILITIES

Electric power, sewer, and water from existing outlets in the park area may be used for the operation of concession equipment at no cost to the concessionaire.

WASTEWATER

The concession shall not dispose of, or cause the waste of, any water upon the park grounds or into any facilities or storm drains. All wastewater, including ice used as a coolant, must be drained into a retention tank and properly disposed, in accordance with the Consumer Health Division guidelines. Concessionaire will be given a single warning regarding wastewater compliance. The park permit will be terminated and/or concessionaire will lose rights to purchase a new permit on the second occurrence.

ALTERATIONS

It is expressly understood that any changes or alterations within any of the park concession locations shall be made at the expense of the concession operator, and no changes or alterations shall be made without the written approval of the Park and Recreation Director or his/her authorized representative(s). Concessionaire or the contractor of any alterations agrees to provide insurance as set forth by the Risk Management Divisions of the Humans Resources Department.

OTHER CONCESSION CONTRACTS

The Park and Recreation Director reserves the right to enter into contracts and offer other concession services at locations within these parks should demand or occasion warrant such services.

SUBLET OF CONCESSION

The concessionaire hereunder shall not sell, sublet, or assign this contract or any portion thereof to any other person or persons, except upon the written approval of the Park and Recreation Director. Any assign or lease under this provision shall be subject to all of the provisions of this contract.



VIOLATION OF CONTRACT, LAW AND/OR ORDINANCES

In the event that any sublease, assignee or employee of the concessionaire is found willfully violating any law or ordinance or condition of this contract or becomes objectionable and offensive to the good order and use of said grounds, the concessionaire shall be required to immediately remove any such person from said grounds. The Park and Recreation Director may, in addition thereto, terminate and cancel this agreement at its option, and have the equipment removed from the area.

LIABILITY

The Park and Recreation Department (City of Dallas) does not guarantee police protection and will not be liable for any loss or damage sustained by the concessionaire. City agrees to allow Concessionaire to terminate service and remove equipment without penalty from park locations where excessive vandalism may occur. Determination of excessive vandalism will be according to the judgement of the Athletics, Events, and Reservations Division, as the representative of the Park and Recreation Director, and the designated representative of Concessionaire. Concessionaire shall hold and save the City of Dallas whole and harmless from any and all claims for damages of whatsoever nature and kind, suffered or asserted to have been suffered by the person or property of any person whatsoever growing out of resulting from or in any way connected with the exercise of the privilege herein granted, except for any loss or damage resulting from the negligent acts of any employee of the City of Dallas. Nothing herein shall be construed to alter Concessionaire's status as an independent contractor. The City of Dallas expressly denies any implied master-servant relationship or any constructive employment of concessionaire.

CERTIFICATE OF INSURANCE

Approved concessionaire shall purchase and maintain during the term of the contract insurance as described in Attachment I and agrees to the indemnification agreement therein.

TERMINATION CLAUSE

It is further understood and agreed that the concessionaire will vacate any park site without delay upon thirty (30) day written notice by the City of Dallas or the Park and Recreation Director. In the event the contact is for any reason canceled, or at the termination of the contact and in case the concessionaire fails to vacate the said premises upon aforesaid cancellation or at the termination of the contract, the Park and Recreation Department (City of Dallas) shall not be responsible for any damage that might occur to said concessionaire, by virtue of the City of Dallas forcibly removing the property of the concessionaire and without prejudice to any remedies which might otherwise be used for possession of for arrears of percentage payment.

Temporary Food and Drink Application

