

# Chickasaw ANNUAL MEETING & FESTIVAL

## VENDOR APPLICATION

### PLEASE PRINT

Name of business: \_\_\_\_\_ ☐ Food Vendor ☐ Retail

Contact name: \_\_\_\_\_ Cellphone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Website/email: \_\_\_\_\_

Items to be sold: \_\_\_\_\_

Please check the social media sites used to reach your followers, if applicable:

☐ Pinterest ☐ Facebook ☐ X (Twitter) ☐ Instagram ☐ Other \_\_\_\_\_

### FOLLOWING ITEMS MUST BE ATTACHED FOR VENDOR APPLICATION TO BE CONSIDERED COMPLETE BY AUG.15, 2025:

- ☐ Signed application and signed Release and Liability Waiver
- ☐ Current Certificate of Insurance
- ☐ Completed W9 (food and drink vendor only)
- ☐ Food trailer/truck exterior photo, menu with photos of food items and pricing, or items offered for sale with pricing
- ☐ Photocopy of tribal eligibility, if applicable (e.g., citizenship card, CDIB of business owner)

### RULES AND REGULATIONS

1. Festival hours will be Saturday, Oct. 4, 2025, 11 a.m. to 6 p.m. in Tishomingo, Oklahoma.
2. Set up will be Thursday, Oct. 2, 2025, 3-6 p.m.
3. Food vendors will follow health guidelines enclosed. NO sale or use of alcoholic beverages or marijuana.
4. Vendors are not to share or sublease booth spaces.
5. Vendors are to provide their own extension cords and RV/Marine hoses with filter and safety equipment. 50 Amp/30 Amp electricity is provided.
6. ALL vehicles will park outside of public traffic areas soon after setting vendor trailers or unloading for booths.
7. Booth space location will be assigned by event committee.
8. If selected, you will be provided instructions on payment of the space fee.  
\*\*\*FEE for 10 X 10 space is \$75. Additional \$50 fee for every extra 10 feet.\*\*\*
9. Applicants will be notified as soon as selections are made.
10. Vendor is responsible for disposing of any throwaway or disposable items from the space(s) rented. Vendor is responsible for cleaning up any tabletop items it has furnished. Any leftover food or dirty dishes, also furnished by vendor shall be removed from the location as soon as possible after the function. Proper grease disposal is the responsibility of the vendor. Vendor further agrees to be responsible for all cleanup on space(s) rented.
11. Vendors are individually responsible for collecting, reporting and paying sales tax. Chickasaw Annual Meeting and Festival committee will send vendor names/contact information to the Oklahoma Tax Commission at the conclusion of event.

TOTAL amperage requested? Amps \_\_\_\_\_ Water hookup needed? ☐ Y ☐ N

TOTAL food trailer or food truck length \_\_\_\_\_ feet TOTAL 10' x 10' spaces requested? \_\_\_\_\_

**Vendor participation is subject to the Chickasaw Nation's approval.**



## TEMPORARY FOOD ESTABLISHMENTS

### CONSTRUCTION, EQUIPMENT AND OPERATION GUIDANCE

Temporary food establishments shall comply with all applicable requirements. This document is a quick reference tool and may not include all requirements set forth in the Food and Drug Administration (FDA) Food Code. The Office of Environmental Health and Engineering requirements may impose additional limitations. For a full copy of the FDA Food Code visit <https://www.fda.gov/food/fda-food-code/food-code-2017>.

**A TEMPORARY FOOD ESTABLISHMENT IS:** a food establishment where food is offered for sale or sold at retail from a fixed, temporary facility in conjunction with a single event or celebration not to exceed the duration of the event or celebration.

**A EVENT IS:** a social gathering open to the general public that has been organized for a special occasion or purpose, having a limited time or serves a specific function.

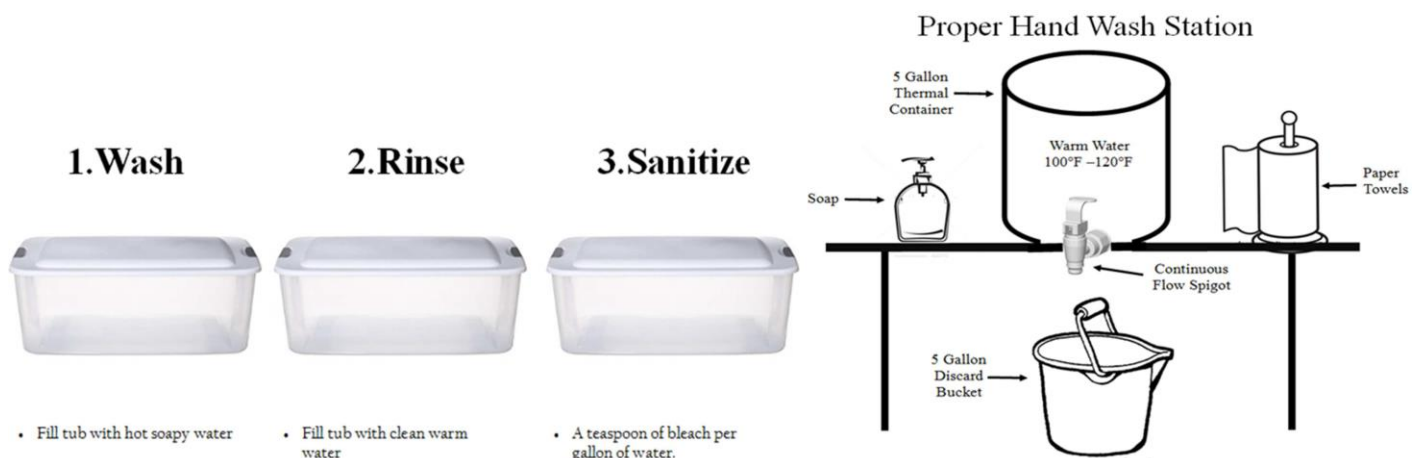
STRUCTURE	<a href="#">FDA Food Code 2017</a>
Indoor areas, surface characteristics: Floor may be concrete, machine-laid asphalt, or ground if it is covered by suitable approved materials that effectively control dust and mud. Walls and ceilings may be constructed to protect the interior from the weather and windblown dust and debris.	<a href="#">6-101.11</a>
Outer openings, protected: Outer openings shall be protected against the entry of insects and rodents by 16/1 mesh screens, properly designed and installed air curtains, or other effective means.	<a href="#">6-202.15</a>
Food preparation: During preparation, unpackaged food shall be protected from environmental sources of contamination.	<a href="#">3-305.14</a>
WATER/WASTE	
Water Supply: At least 5 gallons of water via gravity or under pressure from an approved source shall be made available for a temporary food establishment without a permanent water supply through commercial bottled drinking water, closed portable water containers, an enclosed vehicular water tank, an on-premises storage tank, or through food grade piping or hoses.	<a href="#">5-101.11 thru 5-104.12</a>
Hand Washing: Establishments can use a container (recommend no less than 5 gallons) of hot water equipped with a hands free operation spigot, soap, and Individual, disposable towels. For establishments where no food preparation will occur, chemically treated towelettes may be used.	<a href="#">5-203.11, 6.-301.11 &amp; 6-301.12</a>
Warewashing: Receptacles that substitute for the compartments of a multi-compartment sink are allowed. <i>Three (3) required.</i>	<a href="#">4-301.12(c)(6)</a>
Single-use equipment: Single-service articles provided for use by consumers.	<a href="#">4-502.12</a>
Restroom Facilities Chemical portable toilets can be used.	<a href="#">5-203.12</a>
Liquid Waste Disposal: Wastewater shall be conveyed to the point of disposal through an approved sanitary sewage system and shall be disposed through a public sewage treatment plant or an individual sewage disposal system.	<a href="#">5-402.13 thru 5-403.11</a>
FOOD PREPARATION	
Gloves: Gloves shall be used for only one task such as working with ready-to-eat food or with raw animal food, used for no other purpose, and discarded when damaged or soiled, or when interruptions occur in the operation.	<a href="#">3-304.15</a>
Wiping Cloths: Cloths in use for wiping counters and other equipment surfaces shall be held between uses in a chemical sanitizer solution.	<a href="#">3-304.14</a>

Condiments, protection: Condiments shall be protected from contamination by being kept in dispensers, protected food displays provided with the proper utensils, original containers designed for dispensing, or individual packages or portions.	3-306.12
Reheating for hot holding: TCS food that is cooked, cooled, and reheated for hot holding shall be rapidly (less than 2 hours) reheated so that all parts of the food reach a temperature of at least 74°C (165°F) for 15 seconds.	3-403.11
Frozen food: Stored frozen foods shall be maintained frozen.	3-501.11
Cooling: Cooked TCS food shall be cooled within 2 hrs. from 135°F-70°F and within 4 hours from 70°F -41°F or less: a maximum 6 hour total. <i>It is recommended that food prepared at a temporary event be discarded rather than cooled.</i>	3-501.14
Compliance with food law: Food shall be obtained from sources that comply with law. Food prepared in a private home <u>may not</u> be used or offered for human consumption with the exception of charitable bake sales.	3-201.11
Temperature: TCS food shall be maintained at a temperature of 5°C (41°F) or below when held cold and 57°C (135°F) or above when hot held.	3-501.16
Washing fruits and vegetables: Raw fruits and vegetables shall be thoroughly washed in water to remove soil and other contaminants before being cut, combined with other ingredients, cooked, served, or offered for human consumption.	3-302.15
<b>STORAGE</b>	
Ice used coolant, prohibited as ingredient: After used for cooling the exterior surfaces of food or cooling coils and tubes of equipment, ice may not be used as food.	3-303.11
Storage or display of food: Packaged food may not be stored in direct contact with undrained ice or water.	3-303.12
Food storage: Food shall be protected from contamination by storing the food in a clean, dry location where it is not exposed to splash, dust, or other contamination and at least 15 cm (6 inches) above the floor.	3-305.11

*Prior to attending a scheduled event, you should contact the event organizer to determine if adequate power, water and waste disposal facilities are provided on-site. In some cases, you may be required to provide those needs yourself.*

### SUPPLY CHECKLIST

- └ Screened in enclosure with non-permeable roof, and flooring for food prep and service area
- └ Hot water in container (recommend no less than 5 gallons) with hands free spigot, for hand washing for each area
- └ Bucket to catch hand washing water
- └ Chemical Test Strips for sanitizer
- └ Stem type thermometer with sensor in the tip
- └ Adequate hot and cold holding equipment
- └ Adequate water Supply
- └ Hand soap
- └ Dish soap
- └ Paper towels
- └ Disposable gloves
- └ Sanitizer
- └ Non-profit ID (if Applicable)



## **RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

This Release and Waiver of Liability and Indemnity Agreement ("Agreement") made on the date signed below between the undersigned (hereinafter, "Participant") and the Chickasaw Annual Meeting and Festival 2025, a special event of the Department of Communications and Community Development, a part of the Chickasaw Nation, a federally recognized and sovereign Indian nation (hereinafter "Chickasaw Nation") located at Post Office Box 1548, Ada, OK 74821.

IN CONSIDERATION of being permitted to participate as a vendor or independent contractor at the Chickasaw Annual Meeting and Festival 2025 on Friday, October 3, 2025 and Saturday October 4, 2025 (hereinafter "Event") Participant, on behalf of self, Participant's employees, heirs, executors, agents and assigns, hereby:

1. Agrees to assume full responsibility for the risk of bodily injury, death or property damage relating to or arising out of participation in the Event.
2. Releases and forever discharges the Chickasaw Nation, its employees, officers, directors, shareholders, affiliates, agents, representatives, successors and assigns of and from all liability, claims, demands, damages, costs, expenses, actions and causes of action in respect of death, injury, loss or damage to self or property, however caused, arising or by reason of, or during my participation in the event, whether prior to, during or subsequent to my attendance and notwithstanding that any claim may have been contributed to or occasioned by the negligence of the Chickasaw Nation, its employees, officers, directors, shareholders, affiliates, agents, representatives, successors and assigns.
3. Agrees to indemnify and hold harmless the Chickasaw Nation, its employees, officers, directors, shareholders, affiliates, agents, representatives, successors and assigns from and against any and all liability incurred by the Chickasaw Nation or any other vendor or visitor or damage to any property thereof arising as a result of or in any way connected to my participation in the Event.
4. Understands and acknowledges that the Chickasaw Nation does not carry or maintain health, medical, disability or liability insurance coverage for the Participant and therefore Participant agrees to assume responsibility for such insurance coverage.
5. Agrees that in the event that any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision will not affect the remaining provisions of this Agreement, which shall continue to be enforceable.
6. Agrees that this Agreement is intended to be as broad and inclusive as permitted by the applicable laws of the Chickasaw Nation.
7. Agrees that nothing contained in this Agreement shall be construed to waive the sovereign rights of the Chickasaw Nation, its officers, employees or agents. Participant further agrees that state law shall not be applicable nor shall disputes be subject to any authority outside the Chickasaw Nation.
8. Understands that the use and possession of marijuana is a violation of Chickasaw Nation and federal law. Participant and Participant's employees shall not consume, smoke or possess cannabis or marijuana, including cannabis derivatives, while on Chickasaw Nation property or while

participating in the Event, even if the individual has a state-issued medical marijuana license, card, prescription or other state authorization permitting the individual to do so.

9. Agrees and understands that Participant's booth must be open for business by 11:00 a.m. on the day of the Event and not taken down until after 6:00 p.m. on Saturday, October 4, 2025.
10. Agrees that all merchandise available for sale or on display is subject to the approval and discretion of the Chickasaw Nation Department of Communications and Community Development and agrees to remove merchandise or displays deemed inappropriate for the Event, including but not limited to controversial merchandise and literature, drug paraphernalia, alcohol and alcohol related, non-licensed products from public sale and display upon request of a representative of the Chickasaw Nation Department of Communications and Community Development. Failure to remove said merchandise after being requested to do so may result in forfeiting booth space for the remainder of the Event.
11. Agrees to all provisions contained in this Agreement and also agrees that upon departure, the display area will be left in a clean and neat state. Participant also understands and agrees that the Event is a rain or shine Event, and the booth space rental fee is non-refundable for any reason after September 5, 2025.
12. Agrees that if Participant is a business, organization or other agency, this Agreement binds both the individual signing the Agreement as well as the business or organization that they represent. By signing this Agreement, the individual signatory is affirmatively stating that they have the authority to sign for and obligate the Participant.
13. Agrees and stipulates that Participant may discuss non-confidential aspects of Participant's experience with the Chickasaw Nation; however, Participant shall not in any shape, form or fashion whatsoever, make any disparaging remarks of any sort or otherwise communicate any disparaging information about the Chickasaw Nation or the Chickasaw Nation's employees, officers or agents in their professional capacities herein to any third party, including but not limited to statements on social or any other media. Further, Participant agrees to take no action of any nature which is intended, or would reasonably be expected, to harm the Chickasaw Nation or its reputation or which would reflect or reasonable lead to unfavorable publicity to the Chickasaw Nation.

I HEREBY ACKNOWLEDGE I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE WITH THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.

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Participant's Name

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Participant's Signature

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Date