

Dear Prospective Push-Cart Concessionaire:

Thank you for your interest in providing food and drink concessions by way of Push Carts in City of Dallas parks. Please review the enclosed guidelines and permit information. Requests for Push-Cart Concession Permits are for a twelve (12) month period and must be submitted in writing. **Packets must be complete prior to processing, which includes Section 3, items A-F.**

A Mobile Food Service Permit will be required before a Push-Cart Concession Permit will be issued. A City of Dallas Code Compliance-Consumer Health Division inspection of the mobile food unit, and in some cases the completion of a food handler's class, is required to receive the Mobile Food Service Permit. The Park and Recreation Department will only process its Push-Cart Concession Permit, once the Mobile Food Service Permit and all other requirements have been presented.

Upon receipt of your completed permit packet, Athletics, Events, and Reservations Office 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 Push-Cart Concession Permit Agreement. **IF YOU NEED ASSISTANCE COMPLETING THE REQUIREMENTS OUTLINED WITHIN THE PERMIT PACKAGE, PLEASE SCHEDULE AN APPOINTMENT BY CALLING (214) 670-8890.**

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

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

**DALLAS PARK AND RECREATION DEPARTMENT
PUSH-CART CONCESSION PERMIT GUIDELINES**

Section 1 - DEFINITIONS OF TERMS

The following terms as 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. Push-Cart Concession Permit – a renewable permit issued by the City of Dallas Park and Recreation Department – Leisure Venue Destination Management Division; authorizes the entry to the City of Dallas parks to conduct food concessions for a twelve (12) month period.
- F. Mobile Food Service Permit – a one (1) year renewable permit issued by the City of Dallas Code Compliance Department-Consumer Health Division; 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 as well as issuing Mobile Food Service Permits.

Section 2 - PERMIT REQUESTS

- A. Push-Cart Concession Permits are available from:

Athletics, Events, and Reservations | City of Dallas Park and Recreation
8100 Doran Circle
Dallas, Texas 75238

- B. All requests must be submitted in writing
- C. The City reserves the right to reject any and/or all requests.

- D. Athletics, Events, and Reservations Management will evaluate requests for compliance with the terms and conditions and will initiate the process to secure approval of the Push-Cart Concession Permits Agreement.
- E. Permits shall be issued to each individual push-cart and issued for a specified time period of a twelve month period.
- F. Upon receipt of all requirements, a Push-Cart Concession Permit Agreement will be signed by the City and the applicant.

SECTION 3 - QUALIFICATIONS AND REQUIREMENTS

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

- A. A list of equipment, photograph(s) and/or descriptive literature, that illustrates the exact equipment to be used to provide the service. Push-Cart Operators are required to operate a push-cart that is professional in appearance. The cart must not exceed six (6) feet in length (exclusive of handles), three (3) feet in width (exclusive of wheels), or four (4) feet in height (exclusive of wheels) and be equipped with proper equipment to meet the Consumer Health guidelines for park concession trailers.
- B. A description of the type of products to be sold. NOTE: The sale of alcoholic beverages is specifically prohibited. The description of type of goods sold should be updated and provided to the Athletics, Events, and Reservations when any revisions are made.
- C. Provide a copy of the Texas Sales and Use Tax certificate. Concessionaire is responsible for reporting taxes to the State Comptroller.
- D. The applicant's push-cart 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. 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 8:00 am and 4:30 pm at (214) 670-8083 or visit the office at 7901 Goforth Road, Dallas, Texas 75238.
- E. Successfully passing the push-cart inspection(s), and thereby, securing a Mobile Food Service Special Event Food Permit from the Consumer Health Division.
- F. Applicant will schedule an appointment with the Parks Department to obtain the park concession permit and sign the Push-Cart 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 push-cart within Parks owned by the Park and Recreation Department within the City of Dallas.
- B. The term of the Push-Cart Concession Permit Agreement will be for a specified period of twelve (12) months. Permit fees are non-refundable, and permits are not transferable.
- C. Park Permits issued by the Park and Recreation Department with an expiration date, concessionaire's name will clearly be posted within the concession push-cart in plain view of the public. Push-Cart 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 enter into 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 – The push-cart must be stainless steel, anodized aluminum, fiberglass reinforced plastic, or similar materials. If any wood is used, it must be completely covered with Formica-type materials. The cart cannot have any area containing a break, seam, crack, chip, pit or similar imperfection or have difficult-to-clean internal corners or crevices. 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. Please contact City of Dallas Code Compliance Department-Consumer Health Division at (214) 670-8083 for complete guidelines for push carts.
 - 2. Personnel – Push-Cart 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 or representative of, 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 push-cart concessionaire may be in the park. Push-Cart Concessionaire will be permitted to sell during open park hours.
 - 4. Push-Cart Concession Location - The Park and Recreation Director reserves the right to designate and/or restrict locations and/or areas of the park where push-cart concessionaires may set up/conduct a concession business.

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 push-cart concessions City of Dallas Parks.

TERM

The term of the Push-Cart Concession Permit Agreement will be for a specified period of 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 designated representative(s).

SALE OF COMMODITIES

1. The push-cart concessionaire will not be permitted to sell any alcoholic beverages at any City of Dallas parks.
2. All City, State, County and other governmental regulations relative to public health shall apply to this concession operation.
3. No sales with any element of chance are permitted on any park.
4. No hawking or noisy canvassing for sale shall be made on any part of the grounds of said parks.
5. Push-Cart Concessionaire shall sell no novelties, clothing or school supplies on premises.
6. All advertising signs or advertising matter displayed on equipment shall be subject to approval by the Park and Recreation Director or his authorized representative.

CONSUMER HEALTH PERMIT

All food and drink concession operations in the park will need a mobile food service permit issued by the City of Dallas Consumer Health Division. For additional information, please call the City of Dallas Consumer Health Division at (214) 670-8083.

SUPERVISION

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

The push-cart 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 push-cart 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 push-cart concession shall be conducted in a clean, orderly and legitimate manner and in accordance with existing ordinances 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 push-cart concessionaire or anyone working for concessionaire. Push-Cart Concessionaires are required to bring trash receptacles to place on the push-cart. Push-Cart Concessionaire will be required to remove trash collected from their food preparation and from their trash receptacles when leaving the park. Push-Cart 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 enter into a new permit on the third occurrence.

WASTE WATER

The push-cart concessionaire 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. Push-Cart Concessionaire will be given a single warning regarding wastewater compliance. The park permit will be terminated and/or push-cart concessionaire will lose rights to purchase a new permit on the second occurrence.

OTHER CONCESSION CONTRACTS

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

SUBLET OF CONCESSION

The push-cart 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 push-cart 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 or a representative of 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 push-cart concessionaire. City agrees to allow Push-Cart 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 judgment of City's Supervisor of Concessions, as the representative of the Park and Recreation Director, and the designated representative of Push-Cart Concessionaire. Push-Cart 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 whomsoever growing out of or resulting from or in anyway 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 push-cart concessionaire.

TERMINATION CLAUSE

It is further understood and agreed that the push-cart concessionaire will vacate any park site without delay upon thirty (30) days-notice to him in writing by the City of Dallas or the Park and Recreation Director. In the event the contract is for any reason canceled, or at the termination of the contract and in case the push-cart 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 push-cart concessionaire, by virtue of the City of Dallas forcibly removing the property of the push-cart concessionaire and without prejudice to any remedies which might otherwise be used for possession or for arrears of percentage payment.

Scan the QR Code or Click the link below to fill out a Push Cart Application

Push Cart Application

