

# Thai Town Association of the DMV

## Market Membership Application

Thai Town Association of the DMV Inc. ("TTADMV") is a tax exempt charitable organization that educates the public regarding the people and culture of Thailand and promotes the preservation and flourishing of Thai culture in the DMV region. A primary avenue for furthering this purpose is hosting various Thai cultural festivals and markets.

TTADMV has established a Market Membership program to advance its charitable and educational purposes. The Market Membership program is open to businesses that are excited about our community goals and are willing to work collaboratively with us and other members to promote Thai culture in accordance with TTADMV's guidelines, enhancing the educational and cultural objectives of our events. While TTADMV prioritizes for Market Membership those businesses that provide authentic Thai cultural products, including food and beverages that showcase the traditions and genuine flavors of Thailand, a small number of Market Memberships is reserved for non-Thai related businesses whose offerings facilitate the experience of festival and market attendees without diluting the Thai cultural focus.

Some of the opportunities and benefits associated with Market Membership in TTADMV are outlined in Addendum A. The current Market Membership dues (subject to change at the discretion of TTADMV) are **\$300** for Food market member and **\$150** for Non-Food market member **per event**.

NAME OF APPLICANT BUSINESS: \_\_\_\_\_

TRADE NAME: \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**PLEASE ANSWER ALL QUESTIONS BELOW: *Provide attachment for more details if necessary***

NAMES AND ADDRESSES OF ALL BUSINESS OWNERS (5% or GREATER OWNERSHIP SHARE):

\_\_\_\_\_

MAJOR PRODUCTS SOLD BY THE BUSINESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Thai Town Association of the DMV**

WHAT PRODUCTS WOULD YOUR BUSINESS SELL AT A TTADMV FESTIVAL OR MARKET?

---

---

---

HOW DO YOUR PRODUCTS PROMOTE THAI CULTURE?

---

HOW ELSE WOULD YOUR BUSINESS'S PARTICIPATION AT TTADMV EVENTS ENHANCE TTADMV'S CULTURAL AND EDUCATIONAL OBJECTIVES?

---

HOW DO YOU PRICE YOUR PRODUCTS?

---

HAS THE BUSINESS RECEIVED ALL REQUIRED LICENSES AND AUTHORIZATIONS TO ENGAGE IN ITS OPERATIONS? IF NO, EXPLAIN.

---

EXPLAIN THE BUSINESS'S PROCESSES TO ENSURE COMPLIANCE WITH HEALTH AND SAFETY BEST PRACTICES.

---

HAS THE BUSINESS EVER BEEN CITED FOR VIOLATING ANY HEALTH DEPARTMENT REGULATIONS? IF YES, EXPLAIN.

---

By submitting this Market Membership Application, I certify, acknowledge, and agree to the following on behalf of the applicant business:

- I am duly authorized to execute this Application on behalf of the applicant.
- All information provided in this Application and submitted with this Application is true, accurate, and complete to the best of my knowledge.
- The applicant understands that admittance into membership of TTADMV is at the sole discretion of the Board of Directors of TTADMV.
- The applicant understands that all food and other products it sells at a TTADMV event is subject to TTADMV approval, at TTADMV's sole discretion, to enhance the educational and charitable mission of the festivals and markets.
- The applicant understands that admission into membership of TTADMV is subject to payment of applicable membership dues and that membership will be revoked if dues are not paid when due.
- The applicant understands that members of TTADMV do not have any voting rights or other governance role within TTADMV.
- The applicant understands that the TTADMV membership program may be terminated by TTADMV at any time.

## Thai Town Association of the DMV

- The applicant understands and acknowledges that membership dues are **not refundable**.
- If admitted into membership of TTADMV, the applicant will abide by all Member requirements and obligations, including those stipulated in the Requirements for Member Participation in Thai Culture Festivals and Markets (**attached as Addendum B**), as may be updated by TTADMV from time to time in its sole discretion. Failure to abide by applicable requirements and obligations may result in termination of membership.
- Any dispute with TTADMV relating to membership in TTADMV that cannot be resolved privately must be brought in the Virginia state courts located in Fairfax County, Virginia or Prince William County, Virginia or federal courts of the Eastern District of Virginia.

Name of Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **Thai Town Association of the DMV**

## **Addendum A**

### **Market Membership Opportunities & Benefits**

- Inheriting a country tradition: Existing relationships and traditions from Thailand are preserved and continue to grow to the next generation through our membership program.
- Cultural Ambassadorship: We provide a platform for members to be "cultural ambassadors." By sharing their craft, they play a vital role in the Thai Soft Power movement, promoting Thai culture and influence to the world.
- Participation in Thai Town Association Festivals and Markets: Members are invited to participate in the festivals and markets Thai Town Association sponsors, providing Members a venue to sell their products that advance Thai Town Association's purposes to educate the public regarding the people and culture of Thailand.
- High-Profile Showcases & Diplomacy: We work directly with the Thai Embassy and other non-profit organizations to create exclusive opportunities promoting Thai culture. Our members are often invited to showcase their products at official events to promote the best of Thai culture at an international level.
- Digital Community Participation: Members are exposed to our digital community where Thai culture is promoted to an engaged audience.
- Training & Professional Guidance: We provide training to our members on Thai cultural advancement, including through professional booth setup, customer experience, and navigating technical safety requirements to adhere to public standards.
- The "Thai Town of the DMV": Members may identify themselves as "Thai Town of the DMV" members, which acts as a seal of approval for authenticity and quality.
- Networking & Connection: We connect our members not only with each other, but with a powerful network of Thai food experts, cultural leaders, and business partners, creating a supportive ecosystem for small entrepreneurs in advancing Thai culture.

# **Thai Town Association of the DMV**

## **Addendum B**

### **REQUIREMENTS FOR MARKET MEMBER PARTICIPATION IN THAI CULTURE FESTIVALS AND MARKETS**

Thai Town Association of the DMV Inc. ("TTADMV") hosts various cultural festivals and markets in furtherance of its charitable and educational purposes to educate the public regarding the people and culture of Thailand. TTADMV invites its Members to participate in the festivals and markets based on their commitment and suitability to advance TTADMV's purposes to educate the public regarding the people and culture of Thailand.

TTADMV generally provides Members that wish to participate an approximately 10 feet x 10 feet space on the grounds at which the festival or market is held. TTADMV provides use of space only and **does not** provide any services related to the space, including any electricity or water. The space may be utilized by the Member only during the time period indicated by TTADMV and only for purposes approved by TTADMV. **TTADMV may cancel any festival or market in its sole discretion, and will endeavor to give advance notice of any such cancellation.**

**Market Member Requirements for Participation** Member's participation in and use of space at TTADMV festivals and markets is subject to strict adherence to the following requirements:

1. Unless otherwise notified by TTADMV, set up begins from 7:00AM until 9:45AM on each festival or date. Festivals and markets generally open at 10:00AM and run until 5:00PM. Breakdown must be completed by 7:00PM or such other time indicated by TTADMV. Member must leave the space in the same condition as prior to Member's use.
2. Tent booth size must be no larger than 10 feet x 10 feet. If Member takes up more than one 10'x10' space, Member may be asked to leave the festival or market.
3. All tents must be weighted on all four corners in case of strong winds.
4. Member must provide its own cooking area set-up and ensure that all its operations comply with all applicable health and safety codes.
5. All products sold by Member at a festival or market is subject to TTADMV approval, at TTADMV's sole discretion, to enhance the educational and charitable mission of the festivals and markets. If Member decides to change/add on to their food product, Member must notify TTADMV and applicable county authorities before doing so.
6. Member is not permitted to sell bottled water and soda. The only authorized seller of water and soda at TTADMV events is the TTADMV.
7. Member is fully responsible for the collection and reporting of all applicable sales taxes. This includes Virginia State Tax AND applicable local sales taxes.

## **Thai Town Association of the DMV**

8. TTADMV is not responsible for loss, theft or injury incurred by Member.
9. Member is responsible for keeping its area presentable. Trash MUST BE picked up constantly. Member's area must be kept trash free.
10. Any electricity or water that Member requires must be provided by Member.
11. Member must submit the Temporary Food Establishment Permit Application to the applicable county authority at least 10 days prior to each applicable festival or market date. TTADMV is not responsible for the denial of participation in a festival or market based on failure to comply with governmental requirements. Member must comply with and adhere to all applicable Health Department standards.
12. Member is required to display a disclaimer regarding any potential food allergies.
13. Member must park its vehicles in designated lots after setting up. (TTADMV will endeavor to provide a map of the location prior to the festival or market.)
14. Disposal of wastewater on the festival or market site is strictly prohibited; Member is responsible for disposing off-site all wastewater it produces.
15. Member must deposit all trash in the designated event trash bins.
16. Member must oblige to the price and quality guidelines of TTADMV.
17. Member must clearly display the prices of products it sells.
18. Member acknowledges that TTADMV makes absolutely no guarantees regarding attendance or level of sales on any festival or market date.
19. Member must accept online payment such as Venmo, Zelle, Cash App, etc. as well as card payments.
21. Member is liable for any and all damages resulting from its operations, including any illnesses incurred from consuming Member's products.
22. Member is responsible for all replacement costs and repairs made necessary by Member's use of space.
23. Any personal property left at a festival or market by Member shall be deemed abandoned by Member and may, at the option of TTADMV, be immediately removed, disposed of, or stored by TTADMV at the full risk, cost and expense of Member. TTADMV shall in no event be responsible for the value, preservation or safekeeping thereof.
24. Food members operating a grill or propane equipment must bring their own fire extinguisher. Please use the white fireproof board provided by the museum and do not place equipment directly on the lawn. When you're finished, kindly wipe the board clean and return it to the trailer."

## **Thai Town Association of the DMV**

Member shall strictly abide by any other rules as may be promulgated by TTADMV, the festival or market site owner, or applicable authorities. Member's participation shall at all times comply with all applicable federal, state, city, county, and local laws and regulations governing Member's activities at the TTADMV festivals and markets. Member shall be fully responsible for obtaining, and for payment of all costs related to, all permits, licenses, and approvals necessary for its participation in the festivals and markets and its use of space. TTADMV makes no representations or warranties as to the fitness or appropriateness of the space for Member's activities.

**Insurance.** Member shall, at its own cost and expense, procure and maintain during each festival or market date in which Member participates comprehensive general liability insurance (including personal injury liability, premises/operation liability, and broad form contractual coverage in support of the insurable indemnity obligations of Member) covering Member's activities at the festival or market in a minimum amount customary for Member's activities and in compliance with any applicable regulatory requirements. Member's comprehensive general liability insurance policy shall name TTADMV and any other hosting entities or site owners (as instructed by TTADMV) as additional insureds. At least seven (7) days prior to each applicable Festival date, Member shall deliver to TTADMV a certificate of insurance evidencing the effectiveness of the insurance coverage required by this paragraph and naming TTADMV (Address: 3911 Laro Ct. Fairfax, VA 22031) and any other hosting entities or site owners (as instructed by TTADMV) as additional insureds and certificate holders.

**Assumption of Responsibility and Risk.** Member accepts responsibility for any liability, injury, loss, or damage in any way connected with its participation in the festivals and markets, including but limited to reimbursement to TTADMV for damage to property of TTADMV caused by Member, its employees, agents, volunteers, and invitees. Member assumes all risks, known and unknown, foreseeable and unforeseeable, in any way connected with its participation in the festivals and markets.

**Indemnification.** Member agrees to defend, indemnify and hold harmless TTADMV, its employees, officers, directors, trustees, and other agents ("TTADMV's Related Parties") from and against any and all liabilities, judgments, demands, causes of action, claims, losses, damages, costs and expenses, including attorneys' fees and costs, arising out of (1) any violation by Member (its agents, employees, or volunteers) of any of the Member requirements contained herein, and (2) any damage or injury to persons or property occurring in connection with Member's (its agents, employees, volunteers, or invitees) participation in the festivals or markets, except to the extent caused by the willful misconduct or gross negligence of TTADMV.