

Ohio Latino Fest 2010

Vendor's Contract Stipulations

The VENDOR agrees to rent a canopied booth space for food or merchandise sales. The festival will be held **Saturday, October 2nd 2010 from 12:00 pm to 6:00 pm**. The venue will be at the Nautica Pavilion 2014 Sycamore Avenue Cleveland, Ohio 44113. Set-up may begin on Saturday, October 2nd at 8:00 am.

The booth will be operated and managed by the Vendor and or authorized agents of this event.

No sub-contract of booth's or booth space is permitted without consent and approval by the event's Booth Committee. The only sales permitted during the event are ones specified in this contract. THE VENDOR agrees to the following:

- 1) Will be present at any session or orientation required for instructions on how to operate the specified business. The Event Management will not be responsible for any monetary loss the Vendor may acquire for not assisting any instruction session/ orientation or for not following instructions stated here.
- 2) OHIO LATINO FEST is not responsible for any loss the VENDOR may suffer due to natural disasters, acts of God, and or any other situation the Event management has no control over.
- 3) All booths are subject to an inspection by the personnel of the event management. **Any violations will be subject to breach in contract, repossession of the booth, and complete loss of any money paid by vendor to management.**
- 4) All tents must be anchored with water barrels and rope to ensure safety. Management will provide barrels.
- 5) Vendors interested in a specific location should make FULL payment by September 24th 2010. The location of booths will be determined on a first-come, first-served basis as of the date of full payment is received. Numeration is started in order from the proximity of the main stage.
- 6) Vendors must set-up booth within the designated space(s). An additional fee will be charged for extensions beyond the designated area. See price chart on page 3 of contract. Non-compliance will be subject to the shut-down of your booth.
- 7) The Management of event has the right to cancel this contract at any time for any justifiable reason or violations of agreement. See page 3 for cancellation terms of contract.
- 8) THE VENDOR understands and agrees that additional tables, chairs, or any other item needed by the Vendor in order to make sales is his/her responsibility. The EVENT MANAGEMENT will not provide these items. The EVENT MANAGEMENT is only responsible for providing space, permits, water, electricity and some amenities.
- 9) The electricity available will be **limited to 110 amps per booth**. The VENDOR has the responsibility of making sure with an electrician that the equipment used during the sales does not exceed the amount of electricity mentioned above. **In the event the vendor exceeds the amount specified he/she is responsible for providing his/her own electrical generators.** If not, the EVENT MANAGEMENT has the right to cut off electrical power to the booth until specifications are met.
- 10) All booths will be stationed along the perimeter of the festival site. Merchandise vendors in the center of the festival grounds must provide their own generators. _____ (initial)
- 11) Vendors must indicate method of food preparation (propane gas or charcoal) in order to obtain appropriate permit.
- 12) All booths must be kept clean, organized, and adhere to city sanitation guidelines. Vendors must provide their own plastic garbage bags and cleaning equipment.
- 13) All booths selling food must adhere to the following guidelines:
 - a) *All persons preparing or selling foods must wear hair nets.*
 - b) *Persons serving food must wear gloves.*
 - c) *Food must be covered and not placed on ground.*
 - d) *Two large buckets of water must be available in booth (chlorine for sanitation/clear water).*
 - e) *Fire extinguisher (please check expiration date).*
- 14) THE EVENT MANAGEMENT reserves the right to limit the types of products sold by the vendor and reserves the right to do so, up to 15 days prior to the commencement of the event.

Model & Artwork: Rosalina Morales

Nautica Pavilion 2014 Sycamore Avenue Cleveland, Ohio

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15) The use of any electronic device, with the exception of one refrigerator per booth, is strictly prohibited.

The use of the following are also prohibited:

- **ROASTERS**
- **FOOD PROCESSORS**
- **MICROWAVE OVENS, ELECTRIC STOVE**
- **ELECTRONIC DEVICE FOR MAKING FRAPPE, CHOPPED/CRUSHED ICE OR MAKING FROZEN DRINKS**

NOTE: If vendor wants to use any of the above mentioned electrical devices, it is his/her responsibility to provide his/her own electrical generator.

16) The sale of the following is prohibited to all vendors:

- 1) **Alcoholic Beverages, Beer, & Wine**
- 2) **All soft drinks, bottled water, Juice, Malt beverages (Maltas), (Mavi), _____ (initials)**

17) The sale of **PIRATED** music or merchandise is prohibited.

18) Vendors are required to decorate booths with creative culturally relevant themes to contribute to the décor of the event.

19) It is the responsibility of the **VENDOR** to be in the booth at least 2 hours prior to the commencement of the event and make sure that the sale ends at time the event ends for that day. _____ (initials)

20) The last day to honor contract: Friday, October 1st 2010

21) Deposit of 50% must be turned in by September 24th, 2010 and full payment of the balance is due by 8am October 2nd 2010. Basic fees for booth include: space rental, 2 parking passes, one 110 amp outlet, lighting, garbage container, and anchors. Additional fees are charged for rental of tents, tables, and chairs.

22) All booths must be taken down and all property removed before Saturday, October 2nd 2010 @ 10:00 pm.

All vendor agreements and deposits must be received by Ohio Latino Fest by September 24, 2010. A \$100 administrative fee will be charged if you cancel your participation due to unforeseen circumstances by Friday, October 1st, 2010, 5:00 pm. If you cancel after September 24, 2010, you will forfeit all monies paid. Full Payment of balances must be made by October 2, 2010 @ 8:00 am.

By signing below, I certify that I have read, understand, and agree to the terms and conditions of this contract and will abide by all sanitation, building, and safety guidelines.

 Vendor Signature _____
Date

For the use of Ohio Latino Fest

Ohio Latino Fest Representative: _____ Booth # _____

Deposit Amount _____ Date Paid _____

Payment Balance _____ Date Paid _____

OCTOBER 2ND

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Vendor Booth Operation (Must be returned no later than Friday, September 24, 2010)

Vendor Name						
Booth Name				Contact Person:		
Address		City		State		Zip
Home Phone #				Email Address		
Cell #						
Vendor Type	Available Booths	Type of Booth requested (place an X or write #)			Charges	
Food Vendor	10X10 Booth Space (Includes: 1 Table, 2 Chairs) \$350/if you provide tent \$450/if we provide tent (NOTE: if EVENT MANAGEMENT provides permits a \$100 FEE will be added to cost)	# of 10X10 spaces required () Propane ____ ; Gas ____			Total charges \$ _____	
Merchandise/ Business	10X10 Booth Space (Includes: 1 Table, 2 Chairs) \$350/if you provide tent \$450/if we provide tent (NOTE: if EVENT MANAGEMENT provides permits a \$100 FEE will be added to cost)	# of 10X10 spaces required ()			Total charges \$ _____	
Non-Profit	Information Table (Includes: 1 Table, 2 Chairs) \$50	()			\$ _____	
Artist	Display Wall Space (Includes: 1 Chair) Signed Artist's Contract	Limited by Event Management			\$ _____	
NOTE:	Purchase made online www.vocerolatin.com must be accompanied by application. Send via email: topiltzin216@hotmail.com or mail: 5209 Detroit Ave. Cleveland, Ohio 44102	Grand Total: no checks accepted after 9/24/10			\$ _____	

Parking -All vendors are entitled to two parking permits for the reserved area.