



Puerto Rican Festival, Inc.
Festival Puertorriqueño, Inc.
130 N. Winton Rd. PO Box 10098 Rochester, NY 14610
www.prfestival.com

PUERTO RICAN FESTIVAL FOOD VENDOR BOOTH/FOOD TRUCK CONTRACT

The Puerto Rican Festival, Inc. (hereinafter referred to as PRFI), whose mailing address is P.O. Box 10098, Rochester, New York 14610; and the below named food vendor (hereinafter referred to as vendor) agree to adhere to the following terms of this proposal which when fully executed by both parties becomes a formal contract. This contract is for the rental of a food vendor booth at the 2019 Puerto Rican Festival to be held at the Frontier Field VIP Parking Lot, Rochester, NY, on August 16, — August 18, 2019.

It is further agreed between the parties to this contract that they read and understand the terms and attachments there to and agree to be bound by each and every term there in. The parties to this food vendor contract agree to the following terms and conditions:

Section I: Consideration

The food vendor agrees to remit payment to PRFI as follows:

1. The contract cost of renting a festival booth is a non-refundable fee of **\$2,000**.
2. An additional deposit of **\$300** is required at the signing of this contract for the booth in addition to the respective booth fee. The deposit will be returned to the vendor within 30 days after the closure of the festival. An inspection of the booth will be conducted at the beginning and at the end of the festival. The deposit will be reimbursed, minus any special charges/fees/penalties assessed by the PRFI for damages or cost incurred due to vendor's actions including failure to comply with all rules applicable to vendors. **Deposit checks must be cashed within 90 days of issued date. Failure to cash checks within allotted time will result in voided check and vendor forfeiting the deposit.**
3. All payments should be made out to the Puerto Rican Festival Inc. There is a **\$100.00 check fee for all returned checks.**
4. Contracts, payments, & deposits must be submitted by: **June 30th, 2019. Failure to submit all documentation & payments by deadline will result in a \$100 late fee. It will be reinforced without any exceptions.**
5. **Food vendors must be certified by the NYS Health Department and must provide documentation of certification upon the signing of the contract.**
6. **Food vendors must have insurance and must provide a certificate of insurance upon the signing of the contract.**
7. No extensions to above payment schedule shall be granted to a vendor unless granted by the President of PRFI or appointed representative. Failure to comply with the payment schedule above will result in breach of contract and forfeiture of any payments.



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Section II: Terms and Conditions

A. PRFI shall provide food vendor, in consideration of full payment and compliance of this rental agreement, for use at the festival site only, the following:

1. Vendor Orientation Meeting – **ATTENDANCE IS REQUIRED: August 15, 2019.** Reminder will be sent out prior to festival outlining the time of the meeting.
2. Food vendor tent, 10 x 20. Vendor Coordinator will inform you of your booth location.
3. (2) 6-foot tables and (4) chairs. Tables and chairs will be matched with booth number and need to stay within that booth. **Penalty will be deducted from deposit if chairs and tables are not signed out or returned at the end of the festival.**
4. Wristbands will be given in person to each worker upon confirmation (from the list of workers provided) & I.D that they will be working in the booth. All vendors and staff will be checked at the festival entrance. Failure to have the wristband or proper identification will result in the individual paying the entrance fee. No excuses will be accepted at the gate for failure to present such identification. (See Section II B # 17)
5. Menu banners with a complete selling prices list of items to be sold at festival. **(Price list must be submitted by June 30th, 2019 for menu banners to be printed. Late fee will be reinforced if price list is not received on time and may be deducted from deposit.)**

B. The vendor in turn shall provide and be responsible for the following:

1. **New York State Department of Health (NYSDH)** and the Monroe County Health Department (MCHD) **require that each food vendor have at least one certified food vendor.** No food vendor can begin operations without this certification. PRFI is not responsible for providing this certification to vendors. PRFI is responsible in enforcing this law and failure to comply will result in forfeiture of your food booth and all payments. **There will be no exceptions.**
2. Vendors are required to have a **Certificate of Insurance** demonstrating that they have liability of at least \$1 million as well as include the Puerto Rican Festival Inc. as an additional insured.
 - a. If insurance coverage is needed you may contact George Pitter, Brokerage Manager, from Allied Insurance Brokerage at 718-693-2000.
3. Food vendors must have calibrated food thermometers at all times and must display food temperature log to be checked by an authorized festival representative if necessary.



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4. Food vendor will provide all supplies relating to the food vendor's sale of food, including ice; refrigeration, stove and/or propane gas grill (limit one each) at the festival site. Ice can be purchased from the Puerto Rican Festival on site.
5. Due to Frontier Field guidelines, **ALL beverages** sold during the festival have to be Coke related products including bottled water. **No Pepsi products are allowed.** Other ethnic products not sold by Coke may be sold such as: Coconut water, Cola Champagne, and Malta (**no glass bottles**).
6. **Food vendor must provide and complete "The Menu & Price List" document attached no later than June 30th, 2019.** This is a list of the selling prices of items to be sold at festival. Prices are subject to change depending on PRFI board approval. **Once selling prices list has been approved no changes can be made.**
 - a. **All food vendors must provide at least a medium and large dinner plate. A medium dinner should cost no more than \$8.00, and a large should cost no more than \$10.00 that includes rice, beans and meat. (See attached pictures for what a medium and large dinner platter look like.) No dinner should cost more than \$10.00. Failure to comply with food pricing will result in a deduction from deposit.**
7. Food vendor shall provide wood planking to cover the entire area of their booth to prevent damage to site grounds. No food vendor will be allowed to begin operations without these planks.
 - a. **Note: Planks must be removed by vendor and taken completely off site. Failure will result in cost for removal deducted from the deposit.**
8. Food vendor shall provide appropriate garbage bins, garbage bags, and shall be responsible to maintain their festival booth at all times in a clean and orderly manner in accordance with the County health code. **Note: You are responsible of disposing your garbage properly.**
9. Food vendor shall provide adequate electrical extension cords of 20 amps max length 100 ft. (12 AWG), 30 amps max length 50 ft. (10 AWG) as required by fire code. Under 30 amps see fire Marshal for approval. Failure to comply with this term and condition may result in the City of Rochester closing the vendor's booth. **PRFI is not responsible for providing any electrical extension cords.**
10. Food vendor shall be required to have on the premises, **AT ALL TIMES**, (2) ABC Fire extinguisher (standard size). Failure to have this item, will delay the opening of the vendor booth. This is a requirement of the fire department.
11. Food vendor will be fully responsible for operation of all equipment (stoves, refrigerator, etc.). **No open flame cooking near patrons or under tent. Grilling equipment cannot be placed in areas exposed to patrons. Cooking appliances shall be isolated from the public by at least five feet and there needs to be a suitable barrier place between the cooking device, food and the public.** Food vendor will not hold PRFI liable for any



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failure in operation of equipment (stoves, refrigerator, etc.). Failure to comply with this requirement will result in deposit penalties and possible closure of booth.

12. Food vendors and staff are prohibited from selling, distributing, or consuming any alcoholic beverages during the entire period of the festival (on site). Failure to comply will result in the immediate and automatic closure of the vendor's booth.
13. **Food vendors shall be subject to unannounced inspections by Vendor Coordinator. Failure to comply with PRFI food vendor regulations will result in a deduction from deposit or temporary closure of booth until compliance. Non-compliance will result in automatic forfeiture of all fees and deposits.**
14. PRFI reserves the right of exclusivity for any product sold, resold, or displayed at all PRFI events. Violation is grounds for immediate termination of this agreement and forfeiture of all deposits unless otherwise approved by the PRFI. Vendor agrees to purchase refreshments for resale from PRFI.
15. Food vendor shall be subject to and shall comply with all of the vendor rules and regulations of the City of Rochester and the Monroe County Department of Health, including complying with all regulations applicable to temporary food establishment.
16. **Vendor Coordinator will conduct inspection of booth unannounced throughout the duration of the festival. Failure to meet PRFI, Fire Department and Monroe County Department of Health regulations will result in a deduction from deposit.**
17. Food vendor shall provide a complete list of their staff to PRFI by **June 30th, 2019**. List will be comprised of not more than a fifteen (15) persons, with no more than ten (10) persons at a time. Food vendors will complete and submit the attached list of their staff to PRFI. Only staff members working all three days will receive wristbands, other staff will provide identification at the festival entrance. Staff working at a booth that does not provide proper identification will have to pay the entrance fee to enter the festival. ***NOTE: Due to Health regulations we cannot allow children (12) years or younger to be inside or in the back of the food tents at any point during normal hours of operation. In addition, only staff working in the booth wearing the PRFI ID badge will be allowed inside the booths. This will be strictly enforced.***
18. Food vendor shall comply with any additional rules and regulations set forth by PRFI prior to and during the festival.
19. Food vendor hereby agrees to indemnify and render harmless the PRFI against any and all claims arising from the vendor's participation at the 2019 PRFI.
20. Failure to comply with any or all of the festival rules and regulations of PRFI, the City of Rochester, Monroe County and/or Monroe County Department of Health shall result in a breach of this contract and automatic termination from the PRFI.



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Food Vendor Contract

NOTE: PLEASE FILL OUT THE FOLLOWING SECTION AND MAIL IN WITH YOUR PAYMENT. KEEP THE REST OF THE CONTRACT FOR YOUR RECORDS.

Section III: Parties

A. Sponsor: Puerto Rican Festival, Inc.
P.O. Box 10098
Rochester, New York 14610
(585) 355-1207
Wilmarie Velez - Vendor Coordinator

B. Vendor's Name/Contact Person _____
[Please print]

Organization/Establishment Name:

Booth Name: _____

Contact Person on site: _____

Address: _____

Vendor's Contact Numbers:

Preferred Phone Number: _____

Cell Phone Number: _____

Sales Tax ID Number: _____

Insurance Information: _____

E-Mail: _____



Section IV: Modification, Cancellation, Liability and Miscellaneous Provisions.

Any modifications to the terms and conditions of this contract must be done in writing and with written approval from the President of the PRFI or designated representative provided that said modification does not conflict or cause to be inconsistent with any PRFI rules, regulations, policies, and by-laws or the rules and regulations of the City of Rochester, Monroe County and/or Monroe County Department of Health. The vendor shall be liable for any damages to the festival site and/or other property located at the festival site, which may result from the vendor's use of the booth. The vendor hereby agrees to execute a confession of judgment to the PRFI or therefore stated penalties and costs as a result of his/her default and/or cancellation of this contract. This agreement represents the full terms and conditions between the vendors and PRFI.

Below is a checklist of documents needed to consider your application completed if not completed by June 30th, 2019 \$100 late fee will be enforced:

Health Permits

- I will need a Health Permit
- I already have a valid Health Permit (copy is enclosed)

Insurance

- I will need a certificate of insurance.
- I have a certificate of insurance (copy is enclosed)

Tax ID

- I will need a tax id
- I have a tax id (copy is enclosed)

Misc

- I have a valid Food Worker Certification (copy is enclosed)
- Price list (copy is enclosed)
- Staffing list (copy is enclosed)

Vendor Signature

Date

Vendor Coordinator

Date

Please sign this contract and return with deposit, booth fee, price list, insurance certificate, staff list and required permit to the address shown on section 3A.



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Menu and Price List _____
(Booth Name & Name of Person in Charge)

Food vendors must list the items to be sold along with the price below.
NOTE: You must include at least a medium and large dinner that includes rice, beans and meat. All items and prices listed will be printed and posted by your booth.

<u>Item</u>	<u>Price</u>
<u>Medium Dinner</u>	<u>\$8.00</u>
<u>Large Dinner</u>	<u>\$10.00</u>
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____

Food vendor must provide selling prices list of items to be sold at festival no later than **June 30th, 2019**. Prices are subject to change depending on PRFI board approval. Once selling prices list has been approved no changes can be made. PRFI will be providing food vendors with menu banners and therefore it is important that this list be submitted on or before June 30th, 2019 to provide PRFI adequate time to order banners.



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NOTE: PHOTOCOPY THIS PAGE IF MORE ROOM IS NEEDED.

Vendor Staff List for _____
(Booth's Name)

Vendor's Name: _____

Staff members for vendors will be distinguished into two categories: weekenders and dailies. Staff working all three days is considered weekenders and will be provided a wristband. Staff working on Friday, Saturday or Sunday is considered a daily and will have to provide proper identification at the festival entrance. Failure to provide proper identification will be subject to pay the entrance fee to the festival.

List of Complete Staff:

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

Please distinguish which staff will be working all weekend (weekender) or on a given day Friday, Saturday or Sunday (dailies).

WEEKENDERS

DAILIES

(Next to each name list the day working)