



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

PUERTO RICAN FESTIVAL VENDOR BOOTH CONTRACT

The Puerto Rican Festival, Inc. (here in after referred to as PRFI), whose mailing address is P.O. Box 10098, Rochester, NY 14610; and the below named vendor (here in after 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 vendor booth or space at the 2019 Puerto Rican Festival to be held at the Frontier Field VIP Parking Lot, Rochester, New York, 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 vendor contract agree to the following terms and conditions:

Section I: Consideration

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

1. The contract cost of renting a festival booth is a non-refundable fee for the following breakdown:
 - a. **\$800 - Information only booth (limited booth quantities, \$1,000 after)**
 - b. **\$1,000 - Non-food retail booth/Refreshments booths**
2. An additional deposit of **\$300** is required at the signing of this contract for any 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 inspection must be signed by the vendor and vendor coordinator in order to receive a deposit. 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** whose mailing address is P.O. Box 10098, Rochester, NY 14610.
4. Contracts, payments, & deposits must be submitted by: **June 30, 2019**. Failure to submit all documentation & payments by deadline will result in a **\$100 late fee. Late fee will be enforced, no exceptions.**
5. **Vendors must have insurance and must provide a certificate of insurance** upon the signing of the contract and **sales tax id number if selling merchandise.**



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6. No extensions to above payment schedule shall be granted to a vendor unless granted by the President of PRFI or his appointed representative. Failure to comply with the payment schedule above will result in breach of contract and forfeiture of any payments.

Section II: Terms and Conditions

A. PRFI shall provide 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. Your booth assignment, parking passes and additional information will be given at this meeting.
2. **Vendor Tent, 10 x 10. Vendor Coordinator will inform you of your booth location. If you have your own tent that you would like to use that complies with Fire Department Safety Codes you *must* notify the vendor coordinator ahead of time. Not utilizing the tents provided by PRFI does not change booth's pricing.**
3. (1) 6-foot table and (2) chairs. Tables and chairs will be matched with booth number and need to stay within that booth. You are responsible for securing the chairs and tables at departure of your shift. We do not have any extra tables or chairs to provide. **Failure to secure chairs and tables at the closing (daily or end of weekend) will result in deductions from deposit.**
4. Wristbands or a hand stamp 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).

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

1. **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.
2. **Vendors that will be selling items must provide a tax id.** Failure to do so may result in delays in operating booth until compliance is met.
3. 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 at all times.**



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4. **All food vendors are responsible of keeping their area clean and properly disposing your garbage. All food items must be covered at all times and area should be clean and neat. Also, a proper wash station should be on site. Failure to do so will cause deposit penalties, health dept. fines and possible closure of booth.**
5. **Vendor shall provide adequate electrical extension cords of 25 feet only as required by fire code.** 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. **PRFI is not responsible for providing any electrical extension cords. You will need an extension cord for tent lighting.** 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.
6. Lighting of the tents/booths are attached to tents provided by PRFI. **You are responsible for connecting them to the generators. You may need an additional extension cord, depending on your booth placement, for this.** PRFI will not provide any additional lighting for tents or tents brought by vendor.
7. 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.
8. 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 for a fee.
9. 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).
10. **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.**
11. 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.
12. Vendor, staff, agents and/or persons associated with such vendor shall be prohibited, during the entire festival, from selling any merchandise, which announces or proclaims



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the PRFI. In addition, such vendor shall be prohibited from using PRFI logo without express written permission from the PRFI. Failure to comply with this term shall result in automatic closure of the vendor booth, forfeiture of all fees and deposits, and the confiscation of all items. At no time will PRFI return any of these items.

13. 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, Fire Department and including complying with all regulations applicable to temporary food establishment.
14. Vendor is responsible for bringing any additional supplies needed for operation of their booths (signs, ropes, banners, extra tables, chairs, extension cords, additional lighting, etc.).
15. Vendor shall provide a complete list of their staff to PRFI by **June 30th, 2019**. List will be comprised of not more than a total of ten (10) persons, with no more than five (5) persons present at any one time. 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.***
16. Vendor shall comply with any additional rules and regulations set forth by PRFI prior to and during the festival.
17. 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.
18. Failure to comply with any or all of the festival rules and regulations of PRFI, the City of Rochester, Monroe County Fire Department, 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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NOTE: PLEASE FILL OUT THE FOLLOWING SECTION AND MAIL IN WITH YOUR PAYMENT. KEEP THE REST OF THE CONTRACT FOR YOUR RECORDS.

Informational and Non-Food Vendor Contract

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 _____
[Please print]

Organization/Booth's Name: _____

On Site Contact Person: _____

Address: _____

Vendor's Contact information:

Preferred Phone Number: _____

Cell Phone Number: _____

Sales Tax ID Number: _____

E-Mail: _____



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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 (Food/Refreshment Providers)

- 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 (Food/Refreshment Providers)(copy is enclosed)
- Staffing list (copy is enclosed)

Vendor Signature

Date

Vendor Coordinator

Date

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



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Vendor Staff List for _____
(Booth's Name)

Vendor 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)