

VENDOR BOOTH CONTRACT
Puerto Rican Festival
August 1, 2, 3, 2008

Puerto Rican Festival, Inc. (hereinafter referred to as "PRFI"), who's mailing address is; P.O. Box 10008, Rochester, New York 14610; and the below named Vendor (hereinafter referred to as "Vendor") agree to adhere to the following terms. This agreement is for the lease and rental of a Vendor booth at the 2008 Puerto Rican Festival to be held at the Frontier VIP Parking Lot, Rochester, New York, on August 1, 2 3, 2007.

IT IS FURTHER AGREED TO between the parties to this contract that they read and understand the terms and attachments thereto and agree to be bound by each and every term therein. The parties to this Vendor Contract agree to the following terms and conditions:

Section I: Parties

A. Sponsor: Puerto Rican Festival, Inc.
P.O. Box 10098
Rochester, New York 14610
(585) 292-9725
Margarita Reyes, Vendors' Coordinador

B. **Vendor's Name** _____
[Please print]

Organization/Establishment Name:

D/B/A: _____

Contact Person _____

Address: _____

Vendor's Contact Numbers:

Home Phone: _____

Work Phone: _____

Fax Number _____

E-Mail: _____

Section II: Consideration

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

1. The total contract cost of renting a Festival booth is a non-refundable fee of eight hundred dollars **(\$800) for a NON-FOOD booth**, one thousand dollars **(\$1,000) for a FOOD booth**.
2. A deposit of **three hundred dollars (\$300.00)** is required at the signing of this contract *in addition* to the booth fee. The deposit will be returned to the Vendor thirty (30) days after the closure of the festival. An inspection of the vendor booth will be conducted at the beginning and at the end of the festival. The inspection must be signed by the vendor and festival representative in order to receive a full deposit. Any damages caused by the vendor will be deducted from the deposit.
3. All payments should be made out to the Puerto Rican Festival Inc. There is a one hundred (\$100.00) check fee for all returned checks.
4. All monies must be submitted by the designated deadline of: **May 19, 2008.**
5. Food vendors must be certified by the NYS Health Department and must provide documentation of certification upon the signing of the contract.
6. No extensions to the 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 above payment schedule will result in breach of contract and forfeiture of any payments made.

Section III: Terms and Conditions

- A. PRFI shall provide vendor, in consideration of full payment and compliance of this rental and lease agreement (where applicable), for use at the festival site only, the following:
 1. Vendor Orientation Meeting
 2. Vendor Booth Tent (10 x 10 for **non** food vendors)(10x20 for food vendors)
(Booth will be assigned to you by a PRFI Board designee.)
 3. (1) 6-foot table and two chairs (Tables and chairs will be matched with booth number)
 4. Fees for Monroe County Department of Health Permit (Food Booth).
 5. **Prior to commencement of the festival, the vendor will be given a photo identification card for each of the vendor booth staff that will be working at the booth during the Festival. These photo identification cards are NOT TRANSFERABLE and all vendors and staff will be checked at the festival entrance. Failure to have this identification will result in the individual payment of the required entrance fee. No excuses will be accepted at the gate for failure to present such identification. (See Section III B # 12)**

- 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 monies. **There will be no exceptions.**
 2. All food vendors must have calibrated food thermometers at all times. Food vendors must display their food temperature log to be checked by an authorized festival representative.
 3. 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.
 4. The vendor shall provide appropriate garbage bins and 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.
 5. The food vendor **shall provide wood planking to COVER THE ENTIRE AREA of his/her booth in order to prevent damage to site grounds. No food vendor will be allowed to begin operations without this requirement.**
 6. The vendor shall provide adequate electrical extension cords as required by fire code. 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 adequate electrical extension cords.**
 7. The food vendor shall be required to have on the premises, **AT ALL TIMES**, an 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.
 8. The vendor will be fully responsible for operation of all equipment (stoves, refrigerator, etc.). The vendor will not hold Puerto Rican Festival, Inc. liable for any failure in operation of equipment (stoves, refrigerator, etc.)
 9. Vendor and staff are prohibited from selling, distributing, or consuming any alcoholic beverages during the entire period of the festival (at the site). Failure to comply will result in the forthwith, automatic closure of the vendor's booth. **Vendors shall be subject to unannounced inspections. Failure to comply will result in temporary closure of booth until compliance. Non compliance will result in automatic forfeiture of all fees and deposits.**

10. PRFI serves 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 board of directors. Vendor agrees to purchase refreshments for resale from PRFI.
11. The merchandise 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 the Puerto Rican Festival. In addition, such vendor shall be prohibited from using Puerto Rican Festival, Inc. logo without express written permission from the board of directors. **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 contraband items. At no time will PRFI return any of these items.**
12. 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. (A copy of the Rules and Regulations are attached hereto and incorporated by reference herein).
13. The vendor shall provide a complete list of his/her staff to PRFI. This 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(Food vendors may have 10 persons at a time). All listed persons will have on file with **PRFI TWO (2) PASSPORT SIZE PHOTOGRAPHS. A clear copy of your driver's license is also acceptable. POLAROID OR ANY OTHER PICTURE IS NOT ACCEPTABLE.** Failure to comply with this directive will result in the removal of the unlisted and/or unphotographed person or persons.
14. The vendor shall comply with any additional rules and regulations set forth by PRFI prior to and during the festival.
15. The vendor hereby agrees to indemnify and render harmless the Puerto Rican Festival Inc. against any and all claims arising from the Vendor's participation at the **2008 Puerto Rican Festival.**
16. 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 possible automatic termination from the festival site.

