



**Puerto Rican Festival, Inc.  
Festival Puertorriqueño, Inc.**

130 N. Winton Rd. PO Box 10098 Rochester, NY 14610  
www.prfestival.com

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## **PUERTO RICAN FESTIVAL VENDOR BOOTH CONTRACT**

The Puerto Rican Festival, Inc. (hereinafter referred to as PRFI), who's mailing address is P.O. Box 10098, Rochester, New York 14610; and the below named vendor (hereinafter referred to as vendor) agree to adhere to the following terms of this proposal that which when fully executed by both parties becomes a formal contract. This contract is for the rental of a vendor booth at the 2011 Puerto Rican Festival to be held at the Frontier Field VIP Parking Lot, Rochester, New York, on August 5<sup>th</sup> – August 7<sup>th</sup>, 2011.

It is further agreed 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: 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 booth**
  - c. **\$1,500 - food booth**
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 due to damages or cost incurred by the PRFI due to vendor's actions including the failure to comply with all rules applicable to vendors.
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 3, 2011**. Failure to submit all documentation & payments by deadline will result in a \$100 late fee.
5. Food vendors must be certified by the NYS Health Department and must provide documentation of certification upon the signing of the contract.
6. Vendors must have insurance and must provide a certificate of insurance upon the signing of the contract.



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7. 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 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 REQUIRED: August 4<sup>th</sup>, 2011.** Reminder will be sent out prior to festival outlining the time of the meeting.
2. Vendor Tent (10 x 10 for information only & non-food vendors) and (10 x 20 for food vendors). Vendor Coordinator will inform you of your booth location.
3. (1) 6-foot table and (2) chairs (information only & non-food vendors) and (2) 6-foot tables and (4) chairs (food vendors). Tables and chairs will be matched with booth number and need to stay within that booth.
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 list.

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.
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 also be purchased from Frontier Field at \$5 per bag.
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.
6. Food vendor must provide the PRFI a list of all equipment that will be used within the booth space for approval. Must be submitted with the contract and payment by June 3, 2011.
7. **Food vendor must provide and complete "The Price List" document attached no later than June 3<sup>rd</sup>, 2011. This 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.**
8. Food vendor shall provide wood planking to cover the entire area of their booth in order 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 the amount PRFI must pay for removal deducted from the deposit.**
9. The 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.**
10. Vendor shall provide adequate electrical extension cords of 25 feet only 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 any electrical extension cords.
11. 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.
12. Food vendor will be fully responsible for operation of all equipment (stoves, refrigerator, etc.). The vendor will not hold PRFI liable for any failure in operation of equipment (stoves, refrigerator, etc.)
13. 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 forthwith and automatic closure of the vendor's booth.



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14. 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.
15. 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.
16. 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 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.
17. 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).
18. 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). Vendors will complete and submit the attached list of his/her 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 people working in the booth wearing the PRFI ID badge will be allowed inside the booths. This will be strictly enforced.***
19. The vendor shall comply with any additional rules and regulations set forth by PRFI prior to and during the festival.
20. The vendor hereby agrees to indemnify and render harmless the PRFI against any and all claims arising from the vendor's participation at the 2011 PRFI.
21. 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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**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) 292-9725  
Leslie Rivera - Vendor Coordinator

B. Vendor's Name \_\_\_\_\_  
[Please print]

**Organization/Establishment Name:**

D/B/A: \_\_\_\_\_

Contact Person \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Vendor's Contact Numbers:**

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Sales Tax ID Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

