

Please mark your top three booth space choices. Spaces are not guaranteed without full payment and verification from the vendor director.

1. _____
2. _____
3. _____



f e s t i v a l
LATINOAMERICANO

Administrative use only:

Received application: _____

Received payment: _____

Booth space assigned: _____

Food Vendor Application

Name _____ E-mail _____

Business Name _____ Tax ID # _____

Address _____

City _____ State _____ ZIP _____

Phone: (home) _____ (work) _____ (cell) _____

Select your preferred location size, appropriate vendor type and electrical needs below:

- | | | |
|--|--|-------------------------------------|
| | <u>On or before August 20, 2009</u> | <u>After August 20, 2008</u> |
| <input type="checkbox"/> 10' x 10' Booth Space: | Food Vendor - \$260.00 _____ | Food Vendor - \$335.00 _____ |
| <input type="checkbox"/> 10' x 20' Booth Space: | Food Vendor - \$410.00 _____ | Food Vendor - \$485.00 _____ |
| <input type="checkbox"/> Food Vending Trailer: | \$450.00 specify size _____ | |
| <input type="checkbox"/> Electricity? See below. | | |
| <input type="checkbox"/> \$75 refundable damage deposit due on or before August 28, 2009(required to participate) | | |

Please circle **all** electrical appliances that will be used:

Small Appliances (1 outlet-\$20 - 2 outlets \$40)		Large Appliances	
Fan	Other:	Deep Fryer \$40	Refrigerator \$40
Light/ Lamp	Other:	Popcorn Machine \$40	Oven/ Stove \$ 80 (must reserve by July 1, 2009) **Gas grill HIGHLY recommended
Other:	Other:	Skillet \$40	
Other:	Other:	Other:	ELECTRICITY TOTAL:

Please describe **all** food items you will sell.

ITEM	PRICE	ITEM	PRICE	ITEM	PRICE

Total \$ _____. Please make cashier checks or money orders out to **“Festival Latinoamericano”**

The festival reserves the right to accept or deny applications.

IMPORTANT: If mailing this application form, do so before August 20th, 2009 to the address below. Please, include full payment. If after August 21st, 2009, please contact **Angelica Hernandez at 801 655 0258** (Habla Español), or email at: angelica@festivalprovo.com to make your reservations or ask any additional questions. The Festival will be held on September 4, 5, and 7, 2009 at the Historic Utah County Courthouse grounds located on 51 South University Avenue. Remember, **you are responsible to provide your own plywood, chairs, tables, tent and trash can.** Thank you!

Festival Latinoamericano
817 South Freedom Boulevard
Provo, Utah. 84601
(801) 655-0258
www.festivalprovo.com

***I have read and understand the Festival Latinoamericano entry requirements and information.**

* _____
Vendor Signature

_____ Date



f e s T I V a L

L A T I N O A M E R I C A N O

Exhibitor/ Vendor Agreement

The following is an agreement between _____, and the Festival Latinoamericano organizing committee. Agreement should accompany an application form and a cashier check or money order for the full payment of booth and electricity fees. Agreement will not be active until it is properly completed and signed. *Location will not be secured until festival organizing committee receives full payment and approves application form.* Agreement and application form must be completed and submitted no later than **August 20, 2009**. If you choose to mail this form it must be postmarked by **August 18, 2009**.

Festival Latinoamericano
Attn: Angelica Hernandez
817 South Freedom Boulevard
Provo, Utah 84601

www.festivalprovo.com

Please make checks or money orders payable to "Festival Latinoamericano."

- 1. Authority and Compliance:** Vendor represents to the Festival Latinoamericano **2009** Committee (Committee) that he/she is fully authorized to sign for and bind the undersigned Exhibitor/Vendor (Vendor) regarding the Agreement and Vendor's entry (Entry) in the **2009** Festival Latinoamericano. Vendor agrees that Vendor's Entry and all persons associated with it shall comply with all rules, policies and procedures prescribed by the Committee, as they deem necessary for the efficient, safe, and non-offensive conduct of the Festival Latinoamericano and related activities. Among other things, Vendor agrees that neither the Entry nor any part thereof shall be lewd, pornographic, anti-American or anti-religious in any way.
- 2. Promotion and Sale of Merchandise:** Vendor agrees to exhibit and/or sell only those items listed on Vendor's application, which have been approved by the Committee. The Committee makes every effort to prevent multiple vendors from undermining each other by selling the same items. Vendor understands that it is the Committee's exclusive right and responsibility to remove any items that are different from the content, style or quality of the works described on the application, or otherwise not in compliance with the Festival Latinoamericano rules or policies, or which are late, controversial, unlawful, politically oriented, or otherwise inconsistent with the quality, message, purposes or values of the Festival. Vendor agrees that in any dispute over Festival policies or decisions, the Committee's final determination shall be final and conclusive, and Vendor shall accept the same, whatever the outcome. The Committee reserves the right to restrict or reject any Entry, even after preliminary acceptance, without any liability for any inconvenience, cost or damages on the part of Vendor, which right may be exercised at any time in the Committee's sole judgment and discretion, consistent with the rules, policies, procedures and standards outlined in this agreement. If any aspect of an Entry might be viewed as controversial or contrary to these policies and standards, or if Vendor has any doubt or questions in this regard, Vendor acknowledges Vendor's duty to fully disclose the same and promptly resolve any such question or problem with the Committee well before the Festival Latinoamericano begins.

3. **Indemnification:** As a condition to being a participant in the Festival Latinoamericano, Vendor agrees to assume full responsibility for Vendor's conduct (which includes the conduct of all employees, subcontractors and suppliers of Vendor and any other persons associated with the Vendor in any way) and for the content and presentation of Vendor's Entry. Vendor also agree to hold harmless the Festival and the Committee, Centro Hispano, the Timpanogos Community Network, Utah County, and all individuals connected with these organizations, from and against any liability, claim, damages, loss, or expense (including attorney's fees) incurred or suffered by the Festival, the Committee, and/or such individuals that is caused by or arises from (a) any negligent act or omission by Vendor or any person associated with Vendor or the Entry, (b) any breach of Vendor's representations, warranties, or obligations herein, (c) any claim by any of Vendor's employees, subcontractors or suppliers, or (d) any infringement or violation by Vendor of the rights of others.
4. **Payment:** Vendor understands that Vendor's payment in full of all fees and this signed Agreement must all be received by the Festival Office by **August 20, 2009** in order to be considered for the Festival Latinoamericano. Check all appropriate boxes. No space will be reserved until payment is received in full. **All checks returned for insufficient funds will be subject to an additional fee of \$30.**
5. **Deposit:** To ensure everyone abides by the rules, security and participation of the Festival Latinoamericano we require a deposit of \$75 that must accompany payment and application. It **will not** be refunded if vendor decides to cancel their participation. Also vendors will forfeit their security deposit if any vendor is using the Festival trash receptacles located through out the Festival grounds. We are providing 2 large construction dumpsters located on 100 South for vendor refuse.
6. **Cancellations:** In order to receive a full refund notification of cancellation must be received no later than **August 20, 2009**. Set-up will begin at **1 pm, Friday, September 4, 2009**. No-shows will not receive a refund and space will not be reserved. If Vendor is not set-up and ready for operation by **4 pm, Friday, September 4, 2009** space reservations will be void, unless prior arrangements have been made. Late set-up and/or early take-down without will result in forfeit without reimbursement.
7. **Right of Termination:** If Vendor violates any material term of this Agreement, the Committee shall have the right to terminate this Agreement, immediately close Vendor's booth(s), and retain one-half (½) of all payments by Vendor.
8. **Penalties and fines-** Failure to comply with the rules established by the Utah Health Department and recognized by the Latinoamericano Festival will result in the following penalties and fines:
*note: before any fines or penalties are given you will receive a warning

Prices

Fine Discription	Price	Initials (vendor)	Initials (supervisor)
Not using hand gloves when handling food	\$30.00		
Not using hair nets	\$10.00		
Not keeping your aprons clean	\$5.00		
Not having a trash can	\$80.00		
Not keeping your trash can clean/empty? (half full)	\$50.00		
Not keeping your work table clean	\$50.00		
Not keeping your food adequately covered	\$100.00		
Not having and using your hand washing station	\$50.00		
Not keeping the eating area clean	\$50.00		
Not having silverwear & napkins easily accessible	\$40.00		
Not keeping your area clean every night	\$100.00		

*The Festival reserves the right to cancel participation to anyone who does not comply with the set of rules, security, and cleanliness mentioned above.

Vendor Name (print): _____

Business Name: _____

Signature: _____ Date: _____

Accepted by the Committee: _____ Date: _____
Angelica Hernandez

Payment received by: _____ Fecha: _____
Angelica Hernandez

Deposito Pago _____ Cash/ Check # _____ Date _____