



Saturday, September 13, 2014 from Noon to 7 p.m.

VENDOR CONTRACT – FIESTA 2014

THIS AGREEMENT is entered into this _____ **2014** by and between The Hispanic League; address 690 Coliseum Dr., Winston-Salem, NC 27106 (hereinafter referred to as "ORGANIZER") and Vendor Name: _____; address _____

_____ (herein referred to as "Vendor"). In consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **THE EVENT:** ORGANIZER is producing, promoting and presenting the FIESTA 2014 in streets of downtown Winston-Salem, North Carolina, **on September 13, 2014** (hereinafter referred to as "Event").
2. **TERM:** This Agreement shall begin upon the execution of this Agreement by the parties hereto and shall end upon the closing of the books and records of the Event, but no later than September 13, 2014.
3. **VENDOR BENEFITS:** In consideration of the Vendor fee and type/level mentioned in Paragraph 4 below, ORGANIZER shall provide the Vendor benefits, booth type & location / marketing & advertising acknowledgement, and website recognition.

Single booths (10x10) include one 6-foot table and 2 chairs. **Vendor can order additional chairs for \$5 each or additional tables for \$15 each.** Please indicate amount and cost of the additional tables and chairs in #4 below.

4. **VENDOR FEE:** Vendor has agreed to purchase the below indicated type of vendor package (**please check boxes that apply**)

	Vendor Type	General Pricing	After 08/15/14	TOTAL
<input type="checkbox"/>	Artisan Vendor	\$175.00	\$200.00	
<input type="checkbox"/>	Craft Vendor	\$175.00	\$200.00	
<input type="checkbox"/>	Additional Tables \$15 each	\$15 x	_____ =	
<input type="checkbox"/>	Additional Chairs \$5 each	\$5 x	_____ =	
TOTAL Payment DUE to the Hispanic League NO LATER THAN FRIDAY, AUGUST 15, 2014				

The total fee for FIESTA 2014 due to the HISPANIC LEAGUE no later than **Friday, AUGUST 15, 2014** is \$ _____.
(Written in Words: _____). *This includes:*

- Any additional fees for extra tables/chairs.

Vendors will receive notification of booth assignment by email no later than September 2nd.



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5. BOOTH SET-UP AND REMOVAL: Vendor may begin setting up their assigned booths **beginning at 8:00 am** and must remove all vehicles from the Fiesta site **by 10:00 am** on Saturday, September 13, 2014. Further set-up and access instructions will be provided by e-mail prior to the event. Vendor shall have its booth open and available to the public by 12 pm on September 13, 2014, and remain open and available during the operating hours of the event. Vendor shall not dismantle its booth or exhibit or pack up its displays or merchandise prior to the closing of the Event, 7:00 pm, without express permission of the Logistics Coordinator appointed by FIESTA.

6. SECURITY: Vendor is responsible for its own security with respect to cash or other forms of monies collected by Vendor and ORGANIZER will not be responsible for same.

7. DAMAGES: ORGANIZER will not be responsible for any damage, accidents, or injury that may happen to Vendor or its agents, employees, representatives or spectators and any and all other participants and/or their property from any cause whatsoever arising out of this Agreement, the Vendor's lease of space at the Event, or resulting from the Event.

8. INDEMNIFICATION:

- a. Vendor will indemnify ORGANIZER and the City of Winston-Salem against any damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property, libel, or slander incurred which is caused by the Vendor, its agents, employees, representatives or spectators.
- b. Vendor further agrees to indemnify and hold harmless ORGANIZER and the City of Winston-Salem from and against all claims, liabilities, losses, damages, and expenses incurred (including reasonable legal fees and disbursements of counsel), joint or several (including actions or proceedings in respect thereof), relating to or arising out of this Agreement or the Vendor's lease of space at the Event.
- c. The provisions of paragraph 7 are intended to apply in all circumstances, regardless of the grounds or nature of any claim asserted (including contract, statute, any form of negligence, whether of ORGANIZER, the Vendor, or others, tort, strict liability or otherwise) and whether or not the party seeking indemnification was advised of the possibility of the damage or loss asserted, to the extent not contrary to applicable law.

9. INSURANCE: During the performance of the work under this Agreement, Vendor shall maintain the following insurance:

- a. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and with property damage limits of not less than \$1,000,000 for each occurrence.
- b. If applicable, Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any service is subcontracted, Vendor shall require the Contractor similarly to provide Worker's Compensation OR Employer's Liability Insurance, as appropriate, for all of the Contractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless Vendor shall secure and keep in effect during the term of this Agreement the Vendor's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

Vendor shall furnish to ORGANIZER certificates of insurance for all of the insurance coverage described herein no later than FRIDAY, AUGUST 15, 2014 and certified copies of any amendments and/or renewals to the



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policies which occur thereafter. At least thirty (30) days written notice shall be given to ORGANIZER prior to any cancellation, modification or non-renewal of any insurance required under this Agreement. In the event that Vendor does not have General Liability Insurance in the amounts specified above and does not wish to purchase event specific insurance, Vendor may submit the signed FIESTA 2014 INSURANCE WAIVER FORM with this contract.

10. CANCELLATION POLICY: ORGANIZER intends that the Event shall take place rain or shine. Other than as set forth in Paragraph 12, below, the Event shall not be canceled. No refunds shall be given on account of weather or for any other reason.

- a. ORGANIZER reserves the right to rescind and cancel this Agreement and remove any Vendor or representative who performs an act, which, in the opinion of the ORGANIZER, detracts from the dignity of the Event or is objectionable, unethical, or inappropriate for the purpose of the Event. Should this occur, all monies paid by Vendor shall be retained by ORGANIZER.

11. FORCE MAJEURE:

- b. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes, provided, however, that performance shall resume as soon as reasonably feasible thereafter.
- c. In the event that the exhibit area or any part thereof shall be destroyed or damaged by fire, rain, wind, natural disaster or other cause, or if by reason of government restriction, the use of said premises or the conducting of the Event is prevented, either before, during or after the Event, Vendor waives any claim for damages or compensation which might arise by reason thereof, except the return of the booth fees if Event is canceled prior to starting date. No refund will be awarded if the Event is canceled while in progress.

12. VENDOR AND VENDOR POLICY:

*Please be aware of the following conditions. **Failure to adhere to these conditions may result in the Vendor being asked to leave FIESTA.***

- d. Vendor cannot sell nor distribute free of charge at Fiesta 2014, any of the following items: water, soft drinks or any type of beverage.
- e. Vendor is NOT AUTHORIZED to distribute any literature or other materials outside of their assigned booth area (no more than 10' from actual booth).
- f. Sales of items may be made only at the discretion of the Hispanic League.
- g. Vendor will leave assigned booth area (including chairs and tables) clean and undamaged and must dispose of garbage properly and not leave garbage on the street.
- h. The Hispanic League, its Fiesta 2014 organizers and Vendor assume no responsibility for theft, loss or damage to any of the Vendor' property.

13. ENTIRE AGREEMENT, AMENDMENTS, AND WAIVERS: Vendor agrees to abide by the additional terms and conditions set forth below and acknowledges that the additional terms and conditions are material elements of the parties' Agreement. This Agreement constitutes and contains the entire agreement between the Parties, and supersedes any and all prior negotiations, conversations, correspondence, understandings, and letters respecting the subject matter hereof. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may only be amended or modified by written document that is signed by both Parties. Failure by either Party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.



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IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the date first above written.

Signature: _____	Signature: _____
By: Mari Jo Turner	By: _____
Executive Director	<i>PRINT Name of Vendor Representative</i>
Hispanic League	Title: _____
336.770.1228	Phone Number: _____
marijo@hispanicleague.org	E-Mail: _____
Date: _____	Date: _____

Please mail signed contract and check or money order (*Please make checks payable to HISPANIC LEAGUE*) to:
Hispanic League, 690 Coliseum Drive, Winston-Salem, NC 27106
OR Scan and email to Mari Jo Turner marijo@hispanicleague.org with your online payment at hispanicleague.org

Within 15 days of receiving this signed agreement, ORGANIZER will generate and send an invoice to the Vendor which will also indicate BOOTH NUMBER assignment.

FIESTA 2014 Insurance Waiver Form

The undersigned desires to appear as an exhibitor or vendor at **FIESTA**. I understand that the nature of the activities that I may perform in my capacity as an exhibitor or vendor may involve physical activity, contact with unidentified and/or unfamiliar persons, or other potential risk of bodily injury or damage to property. Knowing this and in consideration of being allowed to exhibit, I HEREBY ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ANY PERSONAL INJURY AND/OR PROPERTY DAMAGE THAT I SUSTAIN OR CAUSE DURING MY PARTICIPATION AS AN EXHIBITOR OR VENDOR. IN ADDITION, I HEREBY RELEASE, HOLD HARMLESS AND COVENANT NOT TO FILE SUIT AGAINST THE **HISPANIC LEAGUE** OR ANY OF THEIR EMPLOYEES, VOLUNTEERS, PARTNERS, AGENTS, VENDOR, BOARD MEMBERS AND SUCCESSORS FROM ANY AND ALL LOSS, LIABILITY OR CLAIMS THAT I MAY HAVE ARISING OUT OF MY PARTICIPATION AS AN EXHIBITOR OR VENDOR.

Signature: _____ Print Name: _____
 Title: _____ Date: _____

Hispanic League Approval: _____ Date: _____

Mari Jo Turner, Executive Director



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