

SEATTLE FIESTAS PATRIAS 2009

VENDORS

RE: FIESTAS PATRIAS 2009

SEATTLE CENTER

SATURDAY SEPTEMBER 19, 2009 – SUNDAY SEPTEMBER 20, 2009

Dear Vendor:

Thank you for submitting an application to request vendor space at the 2009 Seattle Fiestas Patrias celebration.

This year Antoinette Angulo and Arnie Serna are coordinating the vendor booths. We look forward to working with you to make this experience rewarding for clients and vendors alike on this very special occasion.

Two bilingual Event Coordinators will be available onsite all day for assistance. You may begin setting up your vendor booth at the Seattle Center on Friday (September 18th) from 5:00 to 9:00 pm; there will be no security during this time. Vendor booth set up will also be available on Saturday (September 19th) at 8:00 am. Please use the entrance located at 2nd and Thomas St. (by Key Arena).

Once you sign the attached vendor's contract, please email the signed contract to Antoinette Angulo (antoinetteangulo@seamarchc.org) or Arnie Serna

(arnieserna@seamarchc.org). Or, please mail the signed contract to the following address:

Antoinette Angulo & Arnie Serna
Fiestas Patrias 2009 Vendor Coordinators
P.O. Box 94135
Seattle, WA 98124-6435

Thank you for your participation,

Seattle Fiestas Patrias 2009 Organizing Committee

SEATTLE FIESTAS PATRIAS 2009

VENDOR'S RENTAL CONTRACT

SATURDAY SEPTEMBER 19 – SUNDAY SEPTEMBER 20, 2009

This is a contract between the Seattle Fiestas Patrias 2009 Committee

P.O. Box 94135

Seattle, WA 94135-6435 and,

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Owner's Name: _____

Home Phone: _____ Work Phone: _____ Fax: _____

Email: _____

Booth Name: _____

Person in charge of booth: _____

The Seattle Fiestas Patrias 2009 Committee organizes and produces the Fiestas Patrias Festival, which will be held the third weekend of September. The Vendor wishes to rent space and a booth [and equipment (upon request at an additional charge)] from the Seattle Fiestas Patrias under the terms of this Contract for the purpose of selling merchandise or services to the public at the Festival.

1. Production of the Fiesta: The Seattle Fiestas Patrias 2009 will produce the Fiestas Patrias from Saturday, September 19 – Sunday September 20, 2009, at the Seattle Center in Downtown, Seattle, Washington. The Seattle Fiestas Patrias 2009 may

suspend or cancel the Festival in the event of inclement weather, flood, fire, earthquake, strikes, war, civil unrest, or any other reasonable cause.

2. Fiesta Hours of Operation: The Vendor agrees to be open for business during the following hours of operation:

Saturday	September 19, 2009	(noon) 12:00pm to 9:00pm
Sunday	September 20, 2009	(noon) 12:00pm to 6:00pm

The Seattle Fiestas Patrias 2009 has the right to change the hours of operation, depending upon the weather and the attendance. The vendor booth areas will be closed from approximately 9:00pm to (noon) 12:00pm each day.

3. Vendors Merchandise or Services. The Vendor will sell only the merchandise or services included in this contract and approved by the Seattle Fiestas Patrias Committee. No exceptions will be made. If the committee finds any merchandise not listed on this contract or service being sold by the vendor at the Festival, the items will be disapproved and then the vendor will stop offering it for sale and remove it from display. Please describe merchandise or services, or attach a schedule if more space is needed:

All food vendors must have food handling permits for all staff cooking or serving food. No exceptions made.

Do you plan to hold any **PRIZE DRAWINGS**? ___yes ___no

4. Equipment and Services rented to vendor. The Seattle Fiestas Patrias rents to the Vendor (i) the nonexclusive right to sell merchandise or services to the public at the Fiesta; and (ii) the following equipment and services:

a. Space and Booth (please select):

1. One 10 x 15 for the rental amount of \$600.00 for an established commercial entity
2. One 10 x 10 for the rental amount of \$300.00 for a non-established food vendor or small community business and artisans
3. One 10 x10 for the rental amount of \$300.00 for non profit organizations
4. One 10 x 20 food booth for an established restaurant for the rental amount of \$1,200.00

Seattle Fiestas Patrias 2009 will provide canopy (outside booths) and coverings for booth and one table and two chairs.

- b. Electrical Service. This service will be provided by a third party company upon request from the individual Vendor at an additional cost. Rate to be determined by service provider.

5. Equipment and Services Provided by the Vendor. Except for the equipment and services rented to the Vendor by the Seattle Fiestas Patrias, the Vendor will provide all other services and equipment. All food vendor booths shall be equipped by the Vendor with operating fire extinguishers. No exceptions made.
6. Payment of Rent. The vendor will pay all rent (booth rent, and any additional charges as requested by the Vendor) to the Seattle Fiestas Patrias Committee when the Vendor signs and returns this Contract and 15% of gross sells (required by The Seattle Center) before exiting the Seattle Center grounds at the end of the Festival. The rent and any other additional charges will be paid by check or money order made out to: Seattle Fiestas Patrias Committee.
7. Liability Insurance. From September 19, 2009 to September 20, 2009 the Vendor will have comprehensive public liability and property damage insurance with policy limits of at least \$500,000.00 per occurrence. The insurance will also name the Seattle Fiestas Patrias, Sea Mar Community Health Centers and the City of Seattle as additional insured.

The Vendor will provide its own insurance and certificate of coverage with the City of Seattle endorsement. The vendor will attach to this Contract a certificate of insurance coverage, with the City of Seattle endorsement, satisfactory to the Seattle Fiestas Patrias. See the sample insurance certificate, attached as schedule 1.

8. VENDOR set-up. The (Seattle Center) space for the Fiesta will be open for move-in and set-up on: Friday, September 18th from 5pm-9pm and on Saturday, September 19th from 8:00am-11:30am. The Vendor agrees to be finished with set-up and ready to open by 12:00 noon on Saturday September 19, 2009. If the Vendor has not finished its set-up by 12:00pm (noon) on Saturday September 19, 2009, then the Vendor must obtain permission from the Seattle Fiestas Patrias 2009 Committee to complete the set-up and to open for business at a time to be discussed between Vendor and Seattle Fiestas Patrias 2009 Committee. The Fiesta opens at 12:00pm (noon), sharp, on Saturday September 19, 2009. The Vendor will have a 20-minute time period for unloading, and then the vehicle must be moved to a nearby parking facility. This is to allow for other vendors to unload their vehicles in a timely manner. The Seattle Center does not provide parking for vehicles; also, please note that the vehicles may be towed at the owner's expense.

- The Seattle Fiestas Patrias will designate one or more persons to help the Vendors, including answering questions, providing information and helping the Vendors follow the Seattle Fiestas Patrias' and the City's rules and regulations.
9. Cleaning and Facility Damages. The Vendor will maintain its space and booth in a clean and orderly manner, follow the rules of the recycling Vendor, dispose of all garbage in garbage bags, and follow the rules and regulations of the City of Seattle. The Vendor agrees to be responsible for any cleaning costs or park damages caused by the Vendor or accessed against the Vendor by the Seattle Fiestas Patrias or the City of Seattle.
 10. Enclose a photo of the merchandise you plan to sell. Also include any brochure or booth photo you may have. Please attach these items to your application.
 11. Vendor Placement. Careful thought and consideration will be taken to assign booth locations for vendors. Your assignment booth is FINAL. If you move without authorization from the Seattle Fiestas Patrias, you will be fined or may be asked to exit the Fiesta and this contract will be terminated.
 12. Security. The Seattle Fiestas Patrias will provide limited 24-hour security from Saturday September 19, 2009 to Sunday September 20, 2009. The Vendor acknowledges security is only a deterrent and not a guarantee against unlawful activities, including theft or destruction of property. The Vendor is solely responsible for safeguarding its property.
 13. Rules and Regulations. As its sole expense, the Vendor and its employees will follow all Seattle Fiestas Patrias and government rules and regulations, including health, fire, park, and police. During the Fiesta, the Vendor agrees to keep a copy of this contract and all related government rules and regulations at its booth.
 14. Release and Indemnity. The Vendor releases the City of Seattle, Sea Mar Community Health Centers and the Seattle Fiestas Patrias Committee (their elected officials, and members, directors, officers, employees, agents, successors or assigns) from any and all losses, damages, claims, suits, actions, liabilities of any nature (including lost profits or consequential damages) whether arising out of or related to any act or omission of the City of Seattle or the Seattle Fiestas Patrias Committee (its elected officials, members, directors, officers, employees, agents, successors or assigns) or

to any condition of the property owned or controlled by the City of Seattle or the Seattle Fiestas Patrias Committee. Vendor shall indemnify the City of Seattle, Sea Mar Community Health Center, and the Seattle Fiestas Patrias Committee (their elected officials, members, directors, officers, employees, agents, successors or assigns) from any and all losses, damages, claims, suits, actions, and/or liabilities of any nature arising from the intentional acts, negligence, malfeasance or omissions of Vendor and its agents and employees.

15. Termination of Contract by the Seattle Fiestas Patrias Committee. Time is of the essence. If the Vendor violates any of the terms in this Contract, then the Seattle Fiestas Patrias may terminate this Contract without advance notice, close down to the Vendor, and place a landlord's lien on the Vendor's property to cover any possible damages.
16. Headings, Attorney Fees, Entire Agreement, Amendment, Waiver, Schedules, Assignments. All headings are for convenience and will not affect the interpretation or meaning of this Contract. In the event of litigation, the prevailing party will be entitled to recover its costs and reasonable attorney fees at trial and upon any appeal. This Contract is the entire agreement between the parties, superseding all previous written or oral negotiations, commitments, and understandings. This contract can be amended only in a separate writing and signed by both parties. Schedule 1 is incorporated into this Contract. The Vendor will not assign any interest in this Contract to any other person, unless the Seattle Fiestas Patrias 2009 Committee agrees in writing.
17. Contract Acceptance and Enforcement. This Contract is an offer by the Vendor to the Seattle Fiestas Patrias 2009 Committee. If the Vendor returns to the Seattle Fiestas Patrias 2009 Committee on or before **August 24, 2009**: (I) a completed and signed Contract; (ii) payment of rent; and (ii) and insurance certificate with the City of Seattle endorsement (schedule 1) then the Seattle Fiestas Patrias 2009 Committee will either reject or accept and sign this Contract. The Seattle Fiestas Patrias 2009 Committee and Vendor agree this Contract is not valid or enforceable until the Seattle Fiestas Patrias 2009 Committee accepts it by signing, dating, and returning a copy to the Vendor.

Attn:

Seattle Fiestas Patrias, Vendor Committee

In witness, the parties have signed this contract effective on the dates below.

SEATTLE FIESTAS PATRIAS 2009

By: _____

Title: _____

Date: _____

VENDOR

By: _____

Title: _____

Date: _____

VENDOR RENTAL CONTRACT
SEATTLE FIESTAS PATRIAS 2009

SCHEDULE 1

Additional Insured Endorsement

For

The City of Seattle, Sea Mar Community Health Centers

And

Seattle Fiestas Patrias Committee 2009

Without prejudice to coverage otherwise existing in the insurance, the City of Seattle, Sea Mar Community Health Center and the Seattle Fiestas Patrias 2009, their elected officials, directors, officers, employees and agents ("City", "Sea Mar" and "Seattle Fiestas Patrias") are included as additional insured's under this policy for any other claim or claims for injury to or death of any person, or damage to property, resulting from or growing out of: (I) the permit issued by the City of Seattle to the Seattle Fiestas Patrias for the Seattle Fiestas Patrias Committee 2009; (ii) any act or omission of the City of Seattle or the Seattle Fiestas Patrias Committee; and (iii) any condition of property owned or controlled by the City of Seattle or the Seattle Fiestas Patrias; and (iv) acts and omissions of the primary named insured.

It is understood and agreed that this policy shall not terminate or be cancelled prior to use of the facility by the named insured, without first giving thirty (30) days written notice of intention to terminate or to cancel said policy to the Auditor of the City of Seattle.

Notwithstanding the naming of additional insured, the policy shall protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein shall operate to increase the insured liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Insured's Name

Date

Authorized Representative of Insurance Company

Date