



## September 2<sup>nd</sup>, 3<sup>rd</sup>, & 5<sup>th</sup>, 2016

### Non-Food Vendor Application

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Business Name: \_\_\_\_\_ Tax ID # \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Home Work Cell \_\_\_\_\_ Home Work Cell

Please describe **all** items you will sell. If you are found to sell items other than what you have listed here, there will be associated fines. If additional space is needed, please attach another sheet with additional items.

ITEM	PRICE	ITEM	PRICE

**Festival Latinoamericano reserves the right to accept or deny applications for any reason.**

I have read and understand the Festival Latinoamericano entry requirements agree to them:

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please select your preferred booth size:

- 10'x 10': \$395.00
- 10'x 10' Prime: \$495.00
- 10'x 20': \$470.00

Please write down your top three booth choices. (See attached map) spaces are not guaranteed without full payment and verification from the vendor director.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Total Charges

Booth Price	\$
Refundable Deposit	\$75.00 (Check/Cash)
Industrial Appliances (Payable 1st day of Festival)	\$
Early Bird Discount Full payment before Aug 1 <sup>st</sup>	-\$100
<b>Total*</b>	\$

Payments Received

<b>Date:</b>	
	\$
	\$
	\$

\*Please make checks out to 'Festival Latinoamericano'

Checklist:

- Fill out all required boxes and sign it.
- Email application to: vendors@festivalprovo.com or mail/drop off to: 817 S. Freedom Blvd, Provo UT 84601
- Submit your deposit check – this check will be held until after Festival Latinoamericano is over.
- Submit your payment – via Square, or check

Once Approved and Payment Received:

- You will receive a confirmation letter/e-mail with your booth space and additional details

## 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 1, 2016**. If you choose to mail this form it must be postmarked by **August 1, 2016**.

Festival Latinoamericano  
Attn: Cassidy Butler or Aracely Vandhehei  
817 South Freedom Boulevard  
Provo, Utah 84601

[www.festivalprovo.com](http://www.festivalprovo.com)

- 1. Authority and Compliance:** Vendor represents to the Festival Latinoamericano **2016** 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 **2015** 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. 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 1, 2016** 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.
- 4. 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 throughout the Festival grounds. We are providing 2 large construction dumpsters located on 100 South for vendor refuse.
- 5. 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.

Aracely Vandhehei 801-420-5636

Cassidy Butler 801-655-0258

Vendors@festivalprovo.com

6. **Cancellations:** In order to receive a full refund notification of cancellation must be received no later than **August 1, 2016**. No refunds will be issued after said date. Set-up will begin at **2 pm, Friday September 2, 2016**. No-shows will not receive a refund and space will not be reserved. If Vendor is not set-up and ready for operation by **6 pm, Friday, September 2, 2015** space reservations will be void, unless prior arrangements have been made. Late set-up and/or early take-down without prior notification 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 (1/2) of all payments by Vendor if termination occurs before **August 1, 2016**. If termination occurs after **August 1, 2016** no refund will be given.
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: before any fines are assessed, you will receive a warning.

**FINES**

Fine Description	Price	Initials (vendor)	Initials (supervisor)
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 area clean every night	\$100.00		
Destroying festival garbage cans	\$50.00		
Failure to keep your area free of garbage	\$50.00		
Throwing your garbage in the Festival garbage cans	\$100.00		
Throwing your garbage in the Provo City garbage cans	\$150.00		
Closing your booth early	\$100		
Failure to open your booth	\$100		
Opening your booth late	\$100		
Selling additional items not listed in contract	\$100		

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

I have read and understand the Festival Latinoamericano 2016 Vendor Contract, I have also informed all of my employees of the rules and regulations. Failure to comply with the rules and regulations by myself or one of my employees will result in fines or closure of our booth.

Vendor/Responsible Party (Print): \_\_\_\_\_

Business Name : \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_