

**Puerto Rican Festival 2019**

**August 24, 2019 / 12:00 – 9:00 pm**

**Food Vendor Agreement:**

The Agreement is entered into between, Puerto Rican Festival 2019 ***(the Event) and E&A Productions, Inc. (the Organization)***, and the undersigned Food Vendor, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (***the Vendor***).

The Vendor hereby agrees to the following terms and conditions as contained in the Agreement. It is hereby agreed that I, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** as an authorized representative for **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the Vendor) will occupy one booth and offer items of food as listed on sheet attached hereto and made a part of the Agreement, at the Puerto Rican Festival 2019 (***here* after *PRF 2019***), to be held on **Saturday, August 24, 2019, at Route 29 Pavilion, 5650 Sandusky Blvd, Concord, NC 28027.**

1. **Vendors must arrive at the event location before 7:00 am** on Saturday, August 24, 2019 and be set-up for Health Department inspection by 9:30 am, then be set up for business at their assigned space by 11:00 am. You may set up the day before but be ready for inspection as stated above. **A signed copy of the Temporary Food Establishment application with the Health Department fee, must be submitted with this application. We will forward all Food Vendor applications to Health Department**.

2. Puerto Rican Festival 2019 and E&A Productions, Inc. will not be responsible for any lost or stolen property. In the event of adverse weather conditions, fire, casualty, disaster, acts of God, cancellation, or any other emergency situations beyond the control of PRF 2019 and E&A Productions, Inc. PRF 2019 and E&A Productions, Inc., will at its discretion, reschedule and/or procure alternate space for the event. **There will be no refunds.**

3. A Vendor representative is required to occupy the vendor area at all times. Sale items should be removed from the area by 9:00 p.m. Clean-up is the responsibility of the vendor. You must maintain your area clean during and after the event. **If your area is uncleaned, we will bill you, your organization, or your company for our time, the minimum for clean-up will be $100.00.**

4. Any Vendor whose payment is returned due to insufficient funds or for any other reason, will be charged an additional $40.00 fee, plus any other fees incurred by E&A Productions due to the insufficient check/payment.

5. **Unless approved by PRF 2019 and E&A Productions, Inc.,** **vendors are restricted from selling any and all beverages including but not limited to bottled waters, sodas, or beer.**

6. The Vendor grants PRF 2019 and E&A Productions, Inc. full right to use the Vendor’s business name, logo, website, images and public information, in addition to any photos or video taken during the event, in all media for the purpose of promotion and advertising.

7. Food items to be sold: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Liability Release:**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless PRF 2019 and E&A Productions, Inc. from and against any and all claims, actions, damages, losses and expenses including, but not limited to, attorney’s fees attributable to the Vendor and arising out of or resulting from participation**. It is agreed and understood that it is the Vendor’s responsibility to abide by all applicable local state tax regulations and City/County/State Health codes.**

**TOTAL AMOUNT PAYABLE AT TIME OF RESERVATION:**

**FOOD VENDOR:** **$750.00 10 x 10 Space $1,500.00 10x20 space**

*The above fee is non-refundable. Vendors will be held responsible for the area in which their booth is stationed. If area is not returned to the original clean condition at the end of the event, the vendor will be responsible for paying a clean-up fee in the amount of $100.00.* ***Credit card payments incur a 3.5% handling fee.***

**Credit Card** #: **Visa/Mc/Amex/Discover\_\_\_\_\_\_\_\_\_\_\_**

**Expiration Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CCV (3 No. in back of CC) \_\_\_\_\_\_\_\_\_\_\_\_**

**CC Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name on Card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CREDIT CARD INFORMATION IS MANDATORY!**

**ANY CLEANING OR DAMAGE FEES INCURRED BY VENDOR AND NOT REMEDIED AT THE TIME OF THE FESTIVAL WILL INCURR A FEE. CREDIT CARD WILL NOT BE CHARGED IF PAYMENT IS MADE IN FULL AND ALL CLEANING RULES ARE FOLLOWED.**

**IN ORDER TO HOLD SPACE, A FULLY COMPLETED FORM, A COPY OF YOUR DRIVER’S LICENSE OR PASSPORT AS A FORM OF IDENTIFICATION, TFE APPLICATION, AND MUST BE SUBMITTED AT THE TIME OF APPLICATION FOR VENDOR VERIFICATION.**

**PLEASE MAKE CHECK PAYABLE TO**

**E&A PRODUCTIONS, INC.**

**APPLICATIONS ARE DUE UPON RECEIPT**

**E&A Productions, Inc.**

**1101 Sunset Road, # 680896, CHARLOTTE, NC 28216, 704-777-0670**