

Food Booth # \_\_\_\_\_

# 25th ANNUAL CINCO de MAYO "CELEBRATE CULTURE" FESTIVAL

May 5th & 6th, 2012 – Denver's Civic Center Park

## FOOD VENDOR APPLICATION

Contact Name (PRINT CLEARLY): \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### PROPOSED MENU

Please list all items for sale along with the price, including sales tax (vendors are responsible for collecting and remitting their own sales tax). Applications will be considered based on vendor's history with the event and the overall variety of items available at the event. Acceptance into the event is at the sole discretion of event management. Sorry, NO beverage sales of any kind are permitted.

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

*Attach a separate menu if the space above is inadequate.*

### BOOTH SPACE REQUEST

Please see the vendor map and mark your top three choices for booth space. While every attempt will be made to honor these requests, the final decisions on booth assignments will be determined by event management and sent to vendors with load-in information prior to the Festival. In order to maintain a variety of food items around the festival grounds, we will not place similar food items immediately next to one another, and will attempt to spread out similar menus to our best ability.

1<sup>st</sup> Choice: \_\_\_\_\_ 2<sup>nd</sup> Choice: \_\_\_\_\_ 3<sup>rd</sup> Choice: \_\_\_\_\_

Your booth set-up is vital to appropriate booth placement. Please check your booth set-up below and inform us of any changes.

Tent Set-up: \_\_\_\_\_ Concessions Trailer: \_\_\_\_\_

### RENTAL ITEMS

Booth rental fees are for the physical **BOOTH SPACE ONLY**. We **do not take orders** for tents, tables and chairs, and encourage our VENDORS to bring their own equipment. If you need to rent these items you will have to go through our official designated rental company.

**Return Applications to: Tim Erickson, Vendor Coordinator**

**NEWSED CDC**  
901 W 10<sup>th</sup> Ave Suite 2-A  
Denver, CO 80204

Phone: (303) 840-0045 Fax: (303) 840-3648

[tim@eventfulpro.com](mailto:tim@eventfulpro.com)

**Please make all CHECKS & MONEY ORDERS payable to: NEWSED CDC**

## BOOTH SPACE RENTAL FEE

Payment for booth fees and electrical fees must be submitted with this application. **NO CHECKS WILL BE ACCEPTED AFTER APRIL 16<sup>th</sup>, 2012.**

### FOOD VENDOR BOOTH SPACE (15' wide x 10' deep)

Booth Fee	\$ 1,400	ea	x	_____	booth spaces	= \$	_____
+ Two-Sided Booth Fee*	\$ 250	ea	x	_____	booth spaces	= \$ +	_____
Or Corner Fee*	\$ 350	ea	x	_____	booth spaces	= \$ +	_____
+ Additional Space	\$ 50	per ft	x	_____	add'l footage	= \$ +	_____

\*Two-Sided booths are defined by having space on one of the booth sides for customers to approach from either the front or the side. Corner booths are located at the end of a line of booths. See map for examples.

### FIRE PERMIT – required by the City & County of Denver

Vendors cooking with open flames (grill, etc) should return proof of a current annual permit (must not expire until after May 6, 2012) or complete the enclosed Fire permit application and include payment with the application.

Single Event @ \$ 75	or Annual Permit @ \$ 200	= \$	_____
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### ELECTRICITY (See attached information)

First 110v/20 amps	@ \$ 150	= \$	_____
208v or 220v/50 amps	@ \$ 250	= \$	_____
Add'l 110v/20 amps	x _____ add'l amps @ \$ 50	= \$	_____

### SPECIAL OFFERS

<b>EARLY BIRD SPECIAL</b>	Deduct \$ 100 if paid in full by <b>January 13<sup>th</sup></b>	= \$ -	_____
<b>SPLIT PAYMENT</b>	Add \$ 125 for split payment charge	= \$ +	_____
<b>LATE FEE</b>	Add \$ 150 after <b>April 16<sup>th</sup></b>	= \$ +	_____

**TOTAL PAYMENT TO ACCOMPANY APPLICATION: \$ \_\_\_\_\_**

### CLEAN-UP DEPOSIT

Please include a **separate check** for the deposit fee of \$ 100. It will be returned to you after the festival, assuming your booth space is cleaned appropriately. Vendors paying with credit card authorize NEWSED to charge an additional \$ 100 after the festival if the area is not well cleaned.

### Form of payment:

\_\_\_\_\_ **CHECK** (if received by **4/16/2012**)  
\_\_\_\_\_ **MASTERCARD, VISA or DISCOVER** (*only*)  
\_\_\_\_\_ **MONEY ORDERS** payable to NEWSED CDC

**SPLIT PAYMENTS:** *Remittance must be ½ (50%) for each payment*

Send both 1 <sup>st</sup> & 2 <sup>nd</sup> payment with the application	1 <sup>st</sup> = \$ _____
2 <sup>nd</sup> Check, post-dated for deposit on <b>4/16/2012</b>	2 <sup>nd</sup> = \$ _____

## CREDIT CARD AUTHORIZATION

Cardholder's Name: \_\_\_\_\_

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

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Type of Card: VISA MASTERCARD DISCOVER 3 Digit Code on Back of Card: \_\_\_\_\_

Credit Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_ / \_\_\_\_\_

Name as it appears on the Card (Print Name): \_\_\_\_\_

Date to be Charged \_\_\_\_\_ 2<sup>nd</sup> Date to be Charged\* **4/16/2012** \* ONLY if using the Split Payment

I hereby authorize NEWSED CDC to apply charges to my credit card, as directed above. I understand that my credit card will be charged upon receipt for the 2012 Cinco de Mayo Celebrate Culture Event. If payment is split, the card will be charged upon receipt of the application and the second payment will be charged on April 16, 2012.

Card Holder's Signature \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Date

## FOOD VENDOR AGREEMENT

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012 is by and between **NEWSED COMMUNITY DEVELOPMENT CORPORATION AND THE SANTA FE DRIVE REDEVELOPMENT CORPORATION, *Not-for-profit organization***, 901 W 10<sup>th</sup> Ave Ste 2-A, Denver, CO 80204 (“**FESTIVAL**”) and \_\_\_\_\_, the party designated on the face of the attached application (“**FOOD VENDOR**”).

The **FESTIVAL** desires to permit **FOOD VENDOR** to sell/exhibit said items on attached application during the Cinco de Mayo “Celebrate Culture” **FESTIVAL**. NOW, THEREFORE, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

- 1. RIGHT TO SELL:** **FOOD VENDOR** shall have the right to sell the items set forth on the original application. Said sales are to occur only within the area designated by the **FESTIVAL** for the **FOOD VENDOR**. The sale of pirated merchandise (i.e. DVD's, CD's movies, etc.) is strictly prohibited. **The FESTIVAL has a zero-tolerance policy for the sale and/or display of merchandise that displays and/or promotes any of the following: gang colors/symbols, drugs, drug paraphernalia, and illegal activities. Any FOOD VENDOR found to be in violation of these policies is subject to expulsion from the event without any refund.** Enforcement of this is at sole discretion of **FESTIVAL** management.
- 2. BEVERAGES:** **FOOD VENDOR** shall not sell, distribute, or in any way disseminate alcoholic or non-alcoholic beverages, **INCLUDING WATER**, unless otherwise agreed upon in writing.
- 3. PRODUCTS: Absolutely NO “CINCO DE MAYO FESTIVAL” OR “CELEBRATE CULTURE” MERCHANDISE may be sold at the event unless otherwise agreed upon in writing.** **FOOD VENDOR** shall not sell any item not identified on the original application without prior written approval of the **FESTIVAL**.
- 4. HOURS OF OPERATION:** **FOOD VENDOR** booths must be fully staffed and open, and must remain fully staffed and open between the hours of 10:00 a.m. and 8:00 p.m. on both days of the **FESTIVAL** (May 5 & 6, 2012), regardless of weather conditions. Closing early or opening late for any reason, may preclude **FOOD VENDOR** from participating in future **FESTIVAL** events. **FOOD VENDOR** understands that the **FESTIVAL will be held rain or shine, and no refunds shall be given.**
- 5. BOOTH SIZE:** Booth size will be 15 ft. wide by 10 ft deep for all **FOOD VENDORS**. **Any VENDOR whose set up extends beyond 15 ft. by 10 ft. will be charged an additional \$50.00 per foot.** No sales or service shall be made from the sides or rear of the allotted space or spaces, unless vendor has paid for an additional space. **FOOD VENDOR** understands that the **FESTIVAL**, at its sole discretion, will assign space.
- 6. CORNER BOOTHS:** **FOOD VENDORS** are not allowed to extend past the designated corner booth size. No merchandise shall be set up outside the end of the booth area without paying an additional **\$ 50 per foot.**
- 7. RENTAL EQUIPMENT:** **FOOD VENDORS** must use the **FESTIVAL'S Official Rental provider**, unless supplying their own equipment necessary to operate the booth space. The rental agreement will be exclusively between the Vendor and the Festival's official designated provider. Any claims or losses will be filed through the official rental provider and the **FESTIVAL** will not be held liable for aforementioned claims.
- 8. WEATHER SECURITY:** **FOOD VENDORS** that supply their own tents, canopies, etc, shall be responsible to adequately anchor all equipment to withstand the elements of weather. Vendors are responsible to bring their own anchoring devices (weights and/or water barrels) unless rented from the **FESTIVAL'S** designated official rental provider. **VENDORS WILL NOT be allowed to use stakes** for securing tents, canopies, etc. in Civic Center Park, per the regulations of Denver Parks and Recreation.
- 9. SPACE RENTAL FEE:** **FOOD VENDOR** agrees to rent a booth space during the Cinco de Mayo “Celebrate Culture” **FESTIVAL** to be held Saturday, May 5, 2012 and Sunday, May 6, 2012. All fees are due and payable with the submittal of this agreement **NO LATER THAN APRIL 16, 2012. No subletting of booth space is permitted.**
- 10. LOAD-IN/SET-UP:** Load-in and Set-up times vary based on booth location, and may begin on Friday, May 4, 2012 beginning at 8:00 p.m. and continue until 11:00 p.m. Load-in and set-up must be done between the hours of 6:00 a.m. - 8:45 a.m. on Saturday, May 5, 2012 and between the hours of 7:00 a.m. - 8:45 a.m. on Sunday, May 6, 2012. All booth set up must be completed by 9:00 a.m. on both days of the **FESTIVAL**. **VENDOR VEHICLES ARE STRICTLY PROHIBITED OUTSIDE OF THE ALLOTTED HOURS.**
- 11. LOAD OUT:** All **FOOD VENDOR** materials and **GARBAGE** must be removed from event site by 11:00 p.m. on Sunday, May 6, 2012.
- 12. SIGNAGE:** All **FOOD VENDOR** signs and banners must be contained within the assigned booth space. Each **FOOD VENDOR** is responsible for supplying their own signage for their booth.
- 13. CONDUCT:** **FOOD VENDORS** may not consume alcoholic beverages within any assigned booth **FESTIVAL** space. **VENDORS** must be suitably attired at all times. Behavior unsuitable for the **FESTIVAL**, or which constitutes a public nuisance, will not be permitted. **VENDORS SHALL NOT PLAY ANY AMPLIFIED MUSIC FROM WITHIN THEIR BOOTH SPACE DURING THE FESTIVAL.** The **FESTIVAL**, at its sole discretion, shall make the final determination of whether or not an act is unsuitable for the **FESTIVAL**.
- 14. STORAGE:** All **FOOD VENDOR'S** property shall be kept within the assigned booth space. Storage of supplies, equipment or inventory outside the booth space will not be allowed. Failure to comply may result in a fine of \$ 100 per day.

15. **ELECTRICAL SERVICE:** FOOD VENDOR agrees to purchase electrical service, if necessary, from the FESTIVAL. There will be no electricity, generators, trailers, vans or other such mechanical devices allowed unless approved by the FESTIVAL and designated in writing as part of this Agreement. It is the FOOD VENDOR'S responsibility to supply all cables and extension cords which **must be UL Approved**.
16. **CANVASSING:** FOOD VENDORS may conduct business only from inside their booth space. **CANVASSING FROM OUTSIDE OF THE BOOTH SPACE IS NOT PERMISSIBLE AND FOOD VENDOR SHALL BE LIABLE FOR IMMEDIATE CLOSURE & REMOVAL FROM THE FESTIVAL WITH LOSS OF ALL SUBMITTED MONIES.** Canvassing may **NOT** be done any closer than 1 block from outside of the FESTIVAL boundaries.
17. **SITE INSPECTION:** FOOD VENDOR is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of the FESTIVAL, charges to repair or correct any damage or alteration. Vendor is responsible for returning the booth space site to its original physical condition by 11:00 p.m. on Sunday, May 6, 2012.
18. **GOVERNING LAWS:** This Agreement shall be governed by the laws, the health, sanitation and fire regulations of the City and County of Denver and the State of Colorado.
19. **SECURITY:** FOOD VENDORS are responsible for the safety and security of their own property and equipment at all times. There will be limited security assigned to the entire vending area. No security personnel will be assigned specifically to any particular vending area. The FESTIVAL shall not be held responsible for loss, theft or damage to any property left on the FESTIVAL grounds at any time.
20. **LIABILITY:** FOOD VENDOR shall indemnify and hold the FESTIVAL, the FESTIVAL staff, contractors and volunteers harmless from any claim or cause of action arising out of, or in connection with the acts or omissions of FOOD VENDOR under this Agreement, and shall reimburse the FESTIVAL for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim.
21. **VIOLATIONS:** FOOD VENDOR acknowledges that a breach of any of the terms of this Agreement may result in the termination of this Agreement and the preclusion of the VENDOR'S participation in the FESTIVAL. In the event this Agreement is terminated as a result of any breach by the FOOD VENDORS, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
22. **AGREEMENT MODIFICATIONS:** No prior or present Agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in the Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound hereto.
23. **AGREEMENT DEADLINE:** This Agreement shall be signed by the FOOD VENDOR and returned to the FESTIVAL on or before **April 16, 2012. A late fee of \$ 150 will be assessed if application is submitted after the agreement dead line.** This Agreement shall become effective when received by the FESTIVAL.
24. **RESOLUTION OF DISPUTES:** In the event of a dispute arising in any manner as a result of, or in any way related to, this Agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitration or legal action is commenced, the prevailing party shall be awarded reasonable attorney fees and costs incurred as a result of said dispute.
25. **CANCELLATION:** FOOD VENDOR understands that if the VENDOR cancels after the execution of this Agreement, or fails to provide the required documentation, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
26. **BOOTH ACCESS:** The FESTIVAL and its agents or assigns shall have access to the aforesaid described space and premises at all times. Booth space cannot be assigned or leased by any organization other than FESTIVAL management.
27. **FESTIVAL DISPLAYS:** The FESTIVAL reserves the right to locate, or relocate any exhibit or display where it is in the best interest of the FESTIVAL. The FESTIVAL reserves the right to cancel any exhibit or display that is not in the best interest of the FESTIVAL.
28. **LICENSES:** All food vendors must obtain a license from the Director of Excise and Licenses before operating a temporary retail food establishment. No license shall be issued unless the food vendor obtains the approval from the Denver Environmental Health Department. A remittance of \$100 must be made to the Department of Excise and Licenses on an annual basis, plus a fee of \$10 per event day.
29. **MENU REVIEW:** Make an appointment with the Department of Environmental Health several weeks before the event to review your menu. The menu review and licensing must be complete before your first event or you will not be permitted to operate.
30. **FIRE PERMIT:** Fire Department Permits are required for the use of any temporary power sources (propane, charcoal, generators, etc) or any large tents, canopies.
31. **LICENSE FEE:** After the menu review, you must go to the Excise & Licenses and pay your annual license fee. This license is valid for one year. Please note: If you are renewing your license, take a copy of your prior license to the menu review and to Excise & Licenses.  
**Commissary Kitchen:** Applicants without their own commissary kitchen must have access to a licensed kitchen for food preparation/storage. Please have the Affidavit of Commissary completed prior to your scheduled Menu Review Appointment. If you do not operate your own kitchen, the commissary kitchen you use cannot have a liquor license – this is a violation of the Colorado State Liquor Code.  
**Reminder:** Event Organizers are required to submit a complete list of licensed food vendors 10 days prior to the event to the Department of Environmental Health. Make sure you have completed all the necessary agreements with the event before that date. Cinco de Mayo must have all documentation, licenses and insurance forms on file before the event.

32. **LIABILITY INSURANCE:** Your 2012 liability insurance requirement is \$ 1,000,000. Please inform your liability insurance carriers to issue a certificate of insurance showing liability insurance coverage for 2012 Cinco de Mayo with NEWSED CDC, Cinco de Mayo Festival, Festival Staff, Contractors & Volunteers named as additional insured.
33. **MANDATORY MEETING:** There will be a Food Vendor Orientation Meeting at a time and place to be determined. You or a representative of your restaurant must attend this meeting in order to participate in the Festival. You may be liable for forfeiting your space & fees if this meeting is not attended. You will receive valuable information on maps, booth layout, & electrical details.
34. **WATER:** Non-potable water will be made available at the Festival. Food Vendors are responsible for providing a means of transporting water from the source to the assigned booth space.
35. **WASTE WATER:** Please do not dispose of wastewater anywhere other than Festival designated locations. Please make provisions immediately to mop up any standing water. Vendors observed dumping water in any unauthorized containers will be closed. Wastewater barrels are provided by the Festival.
36. **GREASE:** Grease splattering is an area of highest concern. Please make sure you lay down carpet remnants underneath your cooking area and ensure grease-catching sheets extend beyond the primary cooking area to catch splatters. Grease containers/barrels will be making available through Festival for Food Vendors. Denver Wastewater Inspectors will be onsite reviewing every vendor for compliance.
37. **GREEN/RECYCLING PROGRAM:** Cinco de Mayo is taking a very proactive and committed stance pertaining to environmentally sound practices. The purpose is to utilize recycled materials wherever possible, and to minimize the amount of non-recyclable waste generated by the event. We are asking all Food Vendors to participate in this program:
  - Serving Equipment:** All food will be served on recyclable paper ware and with recyclable plastic utensils
  - Cardboard Recycling:** Flatten and segregate cardboard boxes for trash and place them in the designated cardboard receptacles provided
  - Packaging Materials:** Purchase supplies that utilize cardboard only packaging, i.e. purchase corn in crates made from recyclable cardboard instead of crates made from non-recyclable wood or metal.

**FOOD VENDOR CHECKLIST TO ACCOMPANY APPLICATION:**

- LIABILITY INSURANCE**
- FOOD VENDOR LICENSE from ENVIRONMENTAL HEALTH DEPT**
- AFFIDAVIT of COMMISSARY (return to the Dept of Environmental Health)**
- FIRE PERMIT APPLICATION (If Necessary)**
- ELECTRICAL INFORMATION (If Necessary)**
- Separate CLEAN-UP DEPOSIT check**
- COMPLETED APPLICATION & SIGNED AGREEMENT**
- PAYMENT: CHECK, MONEY ORDER or COMPLETED/SIGNED CREDIT CARD INFORMATION**

By signing this Agreement, Vendor acknowledges that:

- a) Vendor has had the opportunity to review this Agreement;
- b) Vendor has had the opportunity to consult with legal counsel if desired; and
- c) Vendor fully understands the terms and conditions set forth herein and agrees to be bound by the same.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ for FOOD VENDOR

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Vendor Company

\_\_\_\_\_  
Vendor Signature