

Non-Profit Booth # _____

25th ANNUAL CINCO de MAYO "CELEBRATE CULTURE" FESTIVAL

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

NON-PROFIT EXHIBITOR APPLICATION

Contact Name (PRINT CLEARLY): _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____

Tax-Exempt #: _____ (Current certificate of good standing must accompany application)

ABOUT YOUR ORGANIZATION

Please provide a detailed description of your organization and the item(s) to be displayed or sold. Only the items listed on the application may be displayed/sold from the booth. The Festival prohibits sales and/or display of any pirated materials (CDs/DVDs), merchandise displaying drugs or drug paraphernalia, and gang symbols/colors.

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If selling items, what is the price range: _____

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.

1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____

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 10th Ave Suite 2-A
Denver, CO 80204

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

tim@eventfulpro.com

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

NON-PROFIT EXHIBITOR 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 10th Ave Ste 2-A, Denver, CO 80204 ("**FESTIVAL**") and _____. The party designated on the face of the attached application _____ ("**NON-PROFIT EXHIBITOR**").

The **FESTIVAL** desires to permit **NON-PROFIT EXHIBITOR** to sell/exhibit said items on attached application during the 25th Annual 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:** **NON-PROFIT EXHIBITOR** 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 **NON-PROFIT EXHIBITOR**. 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 NON-PROFIT EXHIBITOR 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:** **NON-PROFIT EXHIBITOR** 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.** **NON-PROFIT EXHIBITOR** shall not sell any item not identified on the original application without prior written approval of the **FESTIVAL**.
- 4. HOURS OF OPERATION:** **NON-PROFIT EXHIBITOR** 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 **NON-PROFIT EXHIBITOR** from participating in future **FESTIVAL** events. **NON-PROFIT EXHIBITOR** understands that the **FESTIVAL will be held rain or shine, and no refunds shall be given.**
- 5. BOOTH SIZE:** Booth size will be 10 ft. wide by 10 ft deep for all **NON-PROFIT EXHIBITORS**. **Any VENDOR whose set up extends beyond 10 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. **NON-PROFIT EXHIBITOR** understands that the **FESTIVAL**, at its sole discretion, will assign space.
- 6. CORNER BOOTHS:** **NON-PROFIT EXHIBITORS** 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:** **NON-PROFIT EXHIBITORS** 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:** **NON-PROFIT EXHIBITORS** 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:** **NON-PROFIT EXHIBITOR** 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 varies 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 **NON-PROFIT EXHIBITOR** materials **and GARBAGE** must be removed from event site by 11:00 p.m. on Sunday, May 6, 2012.
- 12. SIGNAGE:** All **NON-PROFIT EXHIBITOR** signs and banners must be contained within the assigned booth space. Each **NON-PROFIT EXHIBITOR** is responsible for supplying their own signage for their booth.
- 13. CONDUCT:** **NON-PROFIT EXHIBITORS** 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 **NON-PROFIT EXHIBITOR'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:** NON-PROFIT EXHIBITOR 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 NON-PROFIT EXHIBITOR'S responsibility to supply all cables and extension cords which **must be UL Approved**.
16. **CANVASSING:** NON-PROFIT EXHIBITORS may conduct business only from inside their booth space. **CANVASSING FROM OUTSIDE OF THE BOOTH SPACE IS NOT PERMISSIBLE AND NON-PROFIT EXHIBITOR 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:** NON-PROFIT EXHIBITOR 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:** NON-PROFIT EXHIBITORS 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:** NON-PROFIT EXHIBITOR 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 NON-PROFIT EXHIBITOR 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:** NON-PROFIT EXHIBITOR 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 NON-PROFIT EXHIBITORS, 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 NON-PROFIT EXHIBITOR 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:** NON-PROFIT EXHIBITOR 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.

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 NON-PROFIT EXHIBITOR

Print Name

Vendor Company

Vendor Signature