

November 11 thru 21 2010

General Vendor Application Form

Event Location

10400 Pines Blvd. Pembroke

Pines, Florida 33026

www.prfiestas.com



Business Name: _____ Contact Name: _____

Mailing Address: _____ City: _____ Zip Code: _____

Phone #: () _____ FAX: () _____ CELL: () _____

E-mail address _____ Web site _____

Description of Product or Service: _____

<u>CATEGORIES</u>	<u>AREA</u>	<u>Payment Worksheet</u>
<input type="checkbox"/> ARTS & CRAFTS	10FT CANOPY	@ \$ 400.00 EACH = \$ _____
<input type="checkbox"/> BUSINESS BOOTHS	10FT CANOPY	@ \$ 600.00 EACH = \$ _____
<input type="checkbox"/> MERCHENDIZE BOOTHS	10FT CANOPY	@ \$ 600.00 EACH = \$ _____
<input type="checkbox"/> STAND ALONE CARTS	CALL FOR INFO	@ \$ _____ EACH = \$ _____
<input type="checkbox"/> FOOD WITH ONE 10X10 TENT		@ \$2,000.00 EACH = \$ _____
<input type="checkbox"/> TOTAL		\$ _____
<input type="checkbox"/> Tax 6% (Broward)		\$ _____
<input type="checkbox"/> MINUS 50% DEPOSIT UPON ACCEPTANCE		\$ _____
<input type="checkbox"/> BALANCE DUE BY OCTOBER 15, 2010		\$ _____

NOTE: All vendors utilizing a 10 x10 tent must have a fire department approved fire extinguisher in the tent at all times

Name on Credit Card _____ Signature _____

Credit Card Type: _____ Visa _____ MasterCard _____ Amex _____ Discover _____

Credit card # _____ Expires _____ Security Code _____

I have read and agree to the Terms and Conditions outlined in the PR Fiestas Patronales Vendor Agreement and will comply with all the rules and regulations included in this document.

Signature: _____

Date: _____

The undersigned Exhibitor/Applicant agree to indemnify and hold harmless PRHCC, PR Fiestas Patronales, Inc. The City of Pembroke Pines and all participating Vendors & Sponsors from and against any and all claims, damages, actions, judgments, decrees, penalties and/or personal injury and or damages to property including attorney’s fees, arising out of the undersigned’s participation in this event, or from the use and occupancy by the undersigned Exhibitor/Applicants, its sub-exhibitors, employees, promoters, agents, guests, invitees, contractors, etc. of the space made available in this event.

Send check and application to:

PR FIESTAS, 7321 Taylor St. Hollywood, Fl 33024



For more information visit our web site

www.prfiestas.com, Call 954-559-5355 / 954-483-6136 or email to info@prfiestas.com



Click to see
Presentation

2010 Rules & Regulations

1. All sales are final:

Management reserves the right to assign the booth location and number and will make every effort to accommodate requests on a first-come first serve basis. In the event that management and vendor have agreed to a booth location at time of contracting, vendor must have the contract paid in full in order to guarantee the chosen booth location. Booth reservation will only be considered after paying 50% of the total cost. **All booths must be paid in full no later than 30 days prior to the opening date** of each individual event, if payment in full has not been received by the time frame mentioned above, Management reserves the right to cancel the contract and reassign the booth to another vendor. **If a vendor cancels a specific event within 60 days or more of the starting date a refund of the deposit minus 50% will be issued. However, Cancellations received under 60 days, no refund will be issued any open credit (minus 50% subject to the management) may be applied against a future event at the discretion of management .**

2. Set up:

Vehicles will be allowed to enter the park facilities to unload supplies. The vehicle must head directly to the booth unload designated area or as instructed by the Event staff. The vehicle should only remain at the designated area while unloading. Once unloading has been completed, the vehicle must be removed immediately. Not removing the vehicle within the instructed time could be exposing the vehicle to removal by a towing company at the vendor's expense and/or a citation by the local Police. **The booth set up must be completed no later than two hours prior to the starting time of each event.**

3. Parking:

A Parking pass will be issued to park at a designate vendors parking lot.

4. Electricity Optional :

Regular 110 a/c socket will be provided for booths that have requested it in advance and in writing. It will be provided only one hour before the event opens and half an hour after it closes to the general public. I will only include the electrical outlet nearby your booth; the vendor must provide an electrical cord and any light fixtures needed to be used at the booth. We recommend you bring your own lighting system to satisfy your needs as well as a 100ft extension cord. Lights fixtures and extension cord must be UL code and meet all Fire Codes.

5. Beverage Sales Prohibited:

Vendors are absolutely prohibited from selling or providing any beverages to attendees of the event. Vendors who are found in violation of this or any other terms of this agreement will be shut down and will forfeit all fees paid. Furthermore, the vendor will have no further involvement in Fiesta Patronales. Food Vendors must serve food with plastic gloves. Proper refrigeration is required according to the Health Department Rules and Regulation. If vendor serves food that was not previously approved at the signing of this agreement the vendor agrees to remove the food immediately at management's request. Failure to comply with any requests from Management could cause the management to shut down the vendor and have no further involvement in the event. If requested, vendor must pay Health Inspection Fee to proper authorities.

6. No Coolers or Alcoholic Beverages Allowed:

No coolers will be allowed **unless** they are small individual coolers with non-alcoholic beverages to keep lunch, dinner or a snack for personnel working at the booth. No one will be allowed to enter the Event with any type of alcoholic beverages.

7. No Trucks or Large Vehicles Allowed:

No trucks or large vehicles will be considered a booth unless requested at the time of the contract and accepted by the management. Vehicles that are considered booth must have the necessary inspection certificates, if any, by the local Fire Department. Failure to comply with local regulations will be considered a breach of this agreement and a forfeiture of all fees paid.

8. Inspection:

The City and other local authorities may conduct inspections prior to the opening of the event to ensure that all booths are within the respective code. It is the responsibility of the vendor to meet the required standards for the event. Management will not issue refunds in the event a local authority does not allow a vendor to operate the booth.

9. Cleaning Deposit:

The management, if deemed necessary at the time of contracting, will require a cleaning deposit. **The cleaning deposit is \$50.00 for business booth, souvenirs and any other items and \$100.00 for food vendors in addition to the booth cost.** This deposit will be refundable if the area is returned clean after inspected and signed off by the management. **Vendors that are entitled to their deposit will receive the deposit check no later than 7 days following the close of each event.** Vendors must obtain a written notice from the cleaning staff as your proof that your area was left clean or otherwise your cleaning deposit could be retained. For food booth, a dumpster at the back of the food area will be provided so that food vendors could dispose all food remaining and garbage. All items to be disposed including food must be placed in plastic bags prior to disposing into the dumpster. The working area or back of the booth should remain clean at all times. If not kept clean, vendor could be subject to a warning and/or at the management discretion, closing of the booth with no refund.

10. Exhibition Booths

Canopies: Regardless of the size, ALL canopies must accompany a State Certification for flame resistance, or have a manufacturer sewed on flame resistive certification. Plus a test and tagged ABC fire extinguisher (2A10BC) size or larger, Food vendors must comply with details outlined on number 11 below.

P.R. Fiestas will provide a maximum of four (4) ID tags or bracelets per booth or table for working personnel to be used for the duration of the event, lost or additional ID'S will be available at a minimal cost.

(Non-Food Vendor)

Exhibit Booth Includes: 6'x3' table space under one of the 100' x 40' exhibition tents , one (1) 6ft table, 2 folding chairs, and limited number of banners throughout the event (provided by vendor).

11. Food Vendor

10'x10' space and tent at a designated area, with a minimum of 10ft of clearance on both sides and at least 10ft away from any amusement ride, per (NFPA-1:10.16.6; 2003 edition), at the event to include:

11.1 Up to two banners (provided by vendor) can be located in designated areas throughout the event. A menu with prices must be attached to this contract, menu and prices cannot be changed after submission without the management approval. Electricity will not be provided, you must provide your own generator, in which case you must have a 40 BC fire extinguisher, and the generator must be at least 5ft from the canopy protected from contact by approved means per NFPA 1 25.1.12. The event will provide access to water with in the park, water facet may not be next to booth.

11.2 Equipment: There are five major requirements for your food operation. 1) To prepare your booth to pass the Health Department requirements and inspections. 2) Propane cooking tanks must be secured and out of the public way, with a 10' hose, which then can be laid on the ground at least 6' away from the cooking appliance. 3) Cooking with deep fat fryers requires a class "40BC size or larger Fire Extinguisher test and tagged,(K OR 3A40BC IS OK) any other type of frying requires a class "K" Fire Extinguisher test and tagged for each vendor 4) Cooking devices (All Types) including BBQ's and Food Carts must be out of the public way, or protected from contact using materials approved by the fire department. 5) All electrical and lightning installation must comply with the electrical and fire codes. Other requirements by the health and fire department may apply, please see 11.3 below, it is the vendors responsibility to contact these authorities to assure to meet them.

11.3 Additional equipment: **A.** Hand wash station, container of water with on/off valve, a bucket of sufficient depth to catch waste water, a large container to hold waste water until it can be properly disposed, plus soap & paper towels. Dishwashing station 3 compartment sink preferred, or if limited foods: 3 bus pans or buckets, plus a way to make hot water (example: a stove or coffee maker) in addition bleach, soap & a test kit. **B.** Provide method to protect food on display (covers, plastic wrap, sneeze guards), provide means to maintain food at safe temperatures (examples: coolers with ice packs & chafing dishes), 41 degrees Fahrenheit or below, 140 degrees Fahrenheit or above

Provide gloves for ready to eat foods, or hand sanitizer & handling procedures. Provide food grade hoses and an anti-backflow valve (a check valve), provide extra utensils & wash all vegetables & fruit prior to prepping/service. Keep all food prep under tent (except charcoal & other cooking equipment required by the fire inspector to be out from under tent. Provide proof of source for food that was prepared elsewhere (example: a grocery store, a restaurant or school cafeteria). Provide a copy of the Division of Hotels & Restaurant License. Provide a probe thermometer (0 degrees Fahrenheit to 220 degrees Fahrenheit). **C.** Provide screening or air curtain at events over three (3) days (for potentially hazardous food). **D.** Provide license fee and complete application, payment In-State checks or money orders only, on events up to three (3) days \$91.00 (PR FIESTAS HAS NO CONTROL ON PRICES OR CHANGES). Four (4) days to thirty (30) days \$105.00

12. Indemnity:

Puerto Rican Fiestas Patronales, Inc., My First Horizon, Inc. and the Puerto Rican Hispanic Chamber Of Commerce Of Broward County and the City of Pembroke Pines reserves the right to reject any displays to include art work or crafts and food that in it's own discretion may find unsuitable for the event or ask the Exhibitor to leave the event. Each Exhibitor shall indemnify and hold harmless Puerto Rican Fiestas Patronales, Inc, its officers, directors, and agents, Vendors and or exhibitors, the City hosting the event, MY First Horizon Inc., any chamber of commerce involve sponsoring the event, advertisers and sponsors, from all liability that may ensure from any cause including accident, personal injury, loss of life to, attendees, invitees, guests, exhibitors, their agents and employees including loss or damage to personal property including ARTS and CRAFTS.

13. Miscellaneous:

A. Subleasing or Sharing Space Prohibited

Subleasing or sharing space is prohibited unless authorized by Management at time of contracting. All signs, displays and product in a booth must be related to the exhibitor's company.

B. Appointed Contractors

Any Exhibitor-appointed contractors will be considered agents of the exhibitor and will be bound by the terms and conditions of this agreement. Exhibitors will be responsible for the conduct of the contractors they appoint. Furthermore, the exhibitor will pay any damage to property caused by an exhibitor or its agents.

C. Insurance

All Exhibitors, their agents, and suppliers, are required to carry their own liability insurance. Exhibitors must operate and maintain their booth so that no injury or harm will result to any person or property. Hazardous and nuisance causing activities are prohibited.

D. Installation, Show, and Dismantling

Exhibitor agrees to complete set up during the times designated by management and to continue to operate the booth during the event until the time scheduled for packing the booth, all equipment must be removed from the venue in 24hours or less. Dismantling the booth before the designated time is prohibited unless authorized by management.

E. Exhibitor Activities and Displays

Exhibitor displays and activities must be limited and confined to the space for which the exhibitor has contracted and for the product or service defined in the agreement. Any signs are required to be printed, not handwritten. Festival organizers have the right to reject any unsuitable work, display, or ask the exhibitor to leave the show without refund. Furthermore, promotion of or activities that are deemed to be competitive to Fiestas Patronales & Biz Expo are prohibited during this event.

F. Cancellation of Event

If PR Fiestas Patronales, Inc. is prevented from holding the event for any reason beyond its control, including but not limited to riots, strikes, acts of government, acts of God or if an exhibitor cannot occupy the assigned space due to reasons beyond management’s control, Puerto Rican Fiestas Patronales, Inc. has the right to cancel the event or any part thereof, with no further liability to the exhibitor other than a refund of exhibit fees less the proportionate share of the event cost incurred.

G. Amendment to Terms & Conditions

Puerto Rican Fiestas Patronales, Inc. at its discretion may make reasonable changes, amendments, or additions to these Terms & Conditions. Any changes, amendments or additions shall be binding on the exhibitor.

H. Gambling and Controlled Substances

Gambling, pornography or selling controlled substances and their paraphernalia is prohibited and will not be allowed under any circumstances.

I. Governing Law

The Laws of the State of Florida govern this Agreement. The parties agree that in the event of a dispute, to pursue methods of alternative dispute resolution such as mediation and arbitration prior to initiating any legal action.

Signature

Date