



## Cinco de Mayo Greeley Exhibitor Agreement

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

Event Date: Saturday, May 4, 2019

D.52319

\*\*\*Submission Deadline 4/27/2019 by 5:00PM to: [info@cincomayogreeley.com](mailto:info@cincomayogreeley.com)

\*\*\*Booth location will be determined by the Committee. **All decisions are final!**

Cinco de Mayo Greeley LLC desires to permit said Exhibitor, and only said Exhibitor, to sell said items during the Cinco de Mayo Greeley LLC. 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. Exhibitor, and only said Exhibitor, shall have the right to sell only the items set forth in Paragraph 3 at the designated prices. Said sales are to occur only within the area designated by the Festival for the Exhibitor.
2. BEVERAGES & FOOD. Exhibitor shall not sell, distribute, or in any way disseminate ANY nonalcoholic or alcoholic beverages or food, INCLUDING WATER. Violation of this regulation is grounds for immediate dismissal from the festival and forfeiture of all fees, including damage deposit, associated with participation.
3. PRODUCTS. Exhibitor, and only said Exhibitor, shall sell only the items and/or services at the listed retail price \*\*All applicable sales taxes will be responsibility of the Exhibitor to report/remit to the City of Greeley prior to leaving Cinco de Mayo LLC festivities. Failure to report/remit and give packet back will prevent participation in other Greeley Cinco de Mayo LLC festivities\*\*.
4. HOURS OF OPERATION. Exhibitor booths must be fully staffed and open for sales and must remain fully staffed and prepared to serve customers Saturday, May 4, 2019, from 9:00 a.m. to 7:00 p.m. regardless of weather conditions. Exhibitor understands that the Festival will be held regardless of weather.
5. BOOTH SIZE. Booth size will be 10 feet wide by 10 feet deep for Exhibitors. Any Exhibitor whose set up extends beyond the booth specifications will be charged an additional \$25 per foot. No sales or service

shall be made from the sides or rear of the allotted space or spaces. Exhibitor understands that the Festival, in its sole discretion, will assign space. Exhibitors must supply all supplies necessary to operate, including a properly weighted tent or canopy, to operate and withstand the elements of weather. The use of stakes is strictly prohibited. **Indoor space is a first come basis.**

### **Space Requirements**

\$150 (1) Commercial Exhibitor (with giveaways and pamphlets) 20x20ft (comes with electricity)

\$100: (1) Exhibitor/selling goods 10x20ft (no electricity)

\$65: (1) Exhibitor/selling goods 10x10ft (no electricity)

\$25: (1) Non-Profit Exhibitor (Limited Availability, no corner spaces available) 10x10ft

(\*\*If Additional needs or additional space can be requested at end of the application for additional charge.) **\*\*\*No subletting of booth space shall be permitted.\*\*\***

SUBMISSION OF THIS APPLICATION AND PAYMENT DOES NOT GUARANTEE ACCEPTANCE. YOU WILL BE NOTIFIED **NO LATER THAN TWO WEEKS AFTER SUBMISSION** IF YOUR APPLICATION HAS BEEN ACCEPTED. IF NOT ACCEPTED, YOUR SPACE FEE WILL BE REFUNDED IN FULL. A damage deposit in the amount of \$50.00 will be charged if there is any damage to the event venue or trash left behind after tear-down. All fees and deposits are due and payable with the submission of this agreement.

6. SET UP. **Set-Up will begin on Friday May 3, 2019 between 12:00 p.m. and 8:00 p.m.**, and then the next morning **May 4, 2019 from 7:00 a.m. to 9:00 a.m.** No cars will be allowed on-site after 8:00 a.m. on Saturday May 4th for loading and unloading at the back doors. Site access by vehicle on Saturday morning will be limited to 20 minutes only and strictly monitored. **(SUGGEST YOU UNLOAD ON FRIDAY)**

7. LOAD OUT. All materials & equipment must be removed from Festival grounds by **9:00 p.m.** on Saturday, May 4, 2018.

8. GRASS. DO NOT DRIVE ON THE GRASS. Exhibitor accepts liability for any damage to the grounds or other City and public or private property.

9. SIGNAGE. The Exhibitor may only display its own business signs and banners within the assigned booth space.

10. TRASH. Spaces must be free of trash, litter and other refuse at all times. Failure to do so will result in forfeiture of damage deposit.

11. CONDUCT. Exhibitors may not smoke or consume alcoholic beverages within any assigned Festival space. Exhibitors must be suitably attired at all times. Behavior unsuitable for the Festival or which constitutes a public nuisance will not be permitted. Exhibitors will not engage in loud, live or recorded

music during the Festival. The Cinco de Mayo Greeley LLC Festival in its sole discretion shall determine whether an act is unsuitable.

12. STORAGE. There will be no storage allowed outside the booth space for any supplies, equipment or inventory.

13. ELECTRICAL SERVICES. If necessary, from Cinco de Mayo Greeley LLC Festival there will be no electricity, generators, trailers, vans or other such mechanical devices allowed unless approved by Cinco de Mayo Greeley LLC Festival and designated in writing as part of this Agreement. Please keep these restrictions in mind when applying and when planning your operations. No other form of generator or electrical service other than that provided by Cinco de Mayo Greeley LLC Festival is permitted. Safe and adequate electrical service is the key to smooth booth operation at the Festival. Please bring an outdoor rated extension cord of at least 25 feet. No 3-phase service is available.

14. CHANGE. The Festival is not responsible for providing cash or change to exhibitors. We suggest you use a credit card app. Wi-Fi is available to all vendors.

15. CANVASSING. Exhibitors may interact with guests only from inside their booth space. Canvassing from outside of the booth space is not permissible and exhibitor shall be liable for immediate closure, removal from the Festival and loss of all submitted monies.

16. PIERCING/TATTOOING. No piercing or tattooing of any kind are permitted at the Festival.

17. SITE INSPECTION. Exhibitor is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of Festival, loss of damage deposit and/or charges to repair or correct the situation. Exhibitor is responsible for returning the vending site to its original physical condition by 9:00 p.m. on **Saturday, May 4, 2019.**

18. GOVERNING LAWS. This Agreement shall be governed by the laws and the health, sanitation and fire regulations of the State of Colorado.

19. SECURITY. Exhibitors are responsible for the security of their own property and equipment at all times. While limited security personnel will be on duty at all times during the weekend, no security personnel will be assigned specifically to Exhibitors. Cinco de Mayo Greeley LLC shall not be held responsible for loss, theft or damage to any property left on the Festival grounds at any time. Zipping / locking tents with 4 walls are strongly encouraged.

20. LIABILITY. Exhibitor shall indemnify and hold **the Cinco de Mayo Greeley LLC, the Cinco de Mayo Greeley LLC staff, contractors and Island Grove harmless from any** claim or cause of action arising out of or in connection with the acts or omissions of Exhibitor under this Agreement, and shall reimburse the Cinco de Mayo Greeley LLC for any costs, including but not limited to, reasonable attorney's fees

incurred in defense against any such claim. All exhibitors are required to hold liability insurance naming **Cinco de Mayo Greeley LLC and Island Grove** as additional insured. You are required to purchase liability insurance and a copy naming **Cinco de Mayo Greeley LLC and Island Grove** as additionally insured will be submitted no later than April 27<sup>th</sup> (a minimum of \$350,000.00 liability is required) You can add this on to your current liability for little or fee cost.

21. VIOLATIONS. 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 Exhibitor's participation in the Cinco de Mayo Greeley LLC. In the event this Agreement is terminated as a result of any breach by Exhibitor. Exhibitor 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 Exhibitor and returned to the Cinco de Mayo Greeley LLC on or **before April 27, 2019**. A \$25.00 late fee will be assessed if application is received or postmarked after the agreement deadline.

24. CANCELLATION. Exhibitor understands in the event the Exhibitor cancels **after April 27, 2019** or fails to provide the required items the entire booth fee will be forfeited.

25. REQUIRED DOCUMENTATION. Exhibitor agrees that, in the event this Agreement is terminated as a result of Exhibitor's failure to provide any required documentation, Exhibitor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

26. 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.

27. 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 Cinco de Mayo Greeley LLC festival management.

28. FESTIVAL DISPLAYS. The Cinco de Mayo Greeley LLC reserves the right to locate any exhibit or display where it is in the best interest of the Festival. The Cinco de Mayo Greeley LLC serves the right to cancel any exhibit or display that is not in the best interest of the Festival.

29. EXHIBITOR SELECTION. Exhibitor selection is at the sole discretion of the Festival. Please note that all applications will be reviewed and a selection process will make the final determination of exhibitors that will participate in the festival.



2019 Cinco de Mayo Exhibitor Application

Name of Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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

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

Website: \_\_\_\_\_

Face Book Page: \_\_\_\_\_

- Purchase Liability Insurance. Do you have liability insurance?\* Yes No
  
- \$150 (1) Commercial Exhibitor (with giveaways and pamphlets) 20x20ft
  - comes with electricity WILL YOU NEED ELECTRICITY? YES OR NO
  - 2 six-foot tables and 4 chairs
  - (bring your own extension cord and table cover)
  - You may display multiple free standing signs at your location
- \$100: (1) Exhibitor/selling goods 10x20 ft
  - no electricity
  - 2 six-foot tables and 4 chairs
  - (bring your own table cover)
- \$65: (1) Exhibitor/selling goods 10x10 ft
  - no electricity
  - 1 six-foot table and 2 chairs
  - (bring your own table cover)

- \$25: (1) Non-Profit Exhibitor (Limited Availability, no corner spaces available) 10x10ft
  - no electricity
  - 1 six-foot table and 2 chairs
  - (bring your own table cover)

Merchandise Info:

\*\*\*\* Submit your JPG logo to [info@cincodemayogreeley.com](mailto:info@cincodemayogreeley.com) for us to advertise your merchandise Vending location.

\*\*\*\*\*Please submit this application along with a check for the booth you desire, please make your check or money order out to: **Cinco de Mayo Greeley LLC 930 8th Ave., suite 100 Greeley, CO 80631**

Office: 970-356-0805, Cell 720-232-3671 Lisa, [www.CincodeMayoGreeley.com](http://www.CincodeMayoGreeley.com)  
[info@cincodemayogreeley.com](mailto:info@cincodemayogreeley.com)

### **Acceptance and Acknowledgement of Contract**

I accept by submitting this Exhibitor Agreement, I acknowledge the following:

- a) I have had the opportunity to review and will abide by this Agreement;
- b) I have had the opportunity to consult with legal counsel if desired;
- c) I fully understand the terms and conditions set forth herein and agrees to be bound by the same; and
- d.) I understand that if I violate these terms and conditions may cause early termination of participation and can also forfeit privileges to participate in future Cinco de Mayo LLC Festivities
- e) I have or will purchase liability insurance naming Cinco de Mayo Greeley LLC and Island Grove as additional insured

Name: \_\_\_\_\_ Entity Name: \_\_\_\_\_

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