

**OFFICIAL USE ONLY**

SPOT (S) # _____

FOOD _____

MDSE _____

Carnaval de la Cultura latina**BRONX EDITION**Sunday July 16th 2017 Southern Blvd., 163rd Street to Westchester Ave.**Vendor's Application**

Please complete the following information:

First and Last Name		
Company		
Address		
City	State	Zip Code
Specify Type(s) of Merchandise or Service(food, arts, crafts, others):		Today's date
Phone:	E-mail	

GENERAL CARNAVAL RULES:

1. Exhibitor shall stay with Exhibitor's assigned space and shall not interfere with the use of other exhibits of Carnival events.
2. No one shall set up equipment or property within 8 feet of a fire hydrant. If the Exhibitor will require electric power, the Exhibitor must make their own arrangements. **Producer may provide electric power at a cost.**
3. **Exhibitor must at minimum have a representative at each assigned space by 8:00 am.** Failure to do so will result in the Producers precluding the Exhibitor from participation and the Exhibitor shall not be entitled to any refund. Producer may re-rent the space to another Exhibitor and shall have no liability to the original Exhibitor.
4. **Vendors must pack and clean up their rented space one (1) hour after the closing of the event.**
5. **The use of the exhibit space shall be only by the Exhibitor assigned to it and the Exhibitor's employees.** The Exhibitor may not assign its space or any portion thereof to any other Exhibitor or individual without the express prior written consent of the Producer. The Producer reserves the right to move the Exhibitor at any time during the course of the Carnival for any reason whatsoever. The Exhibitor cannot sell the same merchandise as the Exhibitor behind them. If this situation arises, bring it to the Producers attention immediately and the necessary action will be taken to secure the Exhibitor another location in the Carnival. **Necessary license by DCA or NYDH must be available by date of the event when applicable.**

RIGHTS AND OBLIGATIONS OF PRODUCER:

1. Producer shall use best efforts to provide the exhibit spaces requested by any Exhibitor who has given 30 days' notice to the Producer but cannot guarantee that the space will be as requested.
2. Producer may cancel the Carnival for the following reasons:
 - A. If the Carnival fails to get the necessary government approvals;
 - B. If an insufficient number of Exhibitors have applied and been accepted;
 - C. In the case of actual rain or other precipitation as described below;
 - D. By reason of any of circumstance beyond Producer's control;
 - E. Subject to Community Board Approval;
 - F. Act and/ or Threat of Terrorism.
3. Provided Producer shall have proceeded diligently and at all times have acted in good faith, Exhibitor's sole remedy upon cancellation shall be transfer of Exhibitor's Agreement to Equivalent Festival determined by the Producer. **No Transfer or Refund shall be made for any cancellation by reasons of weather conditions.**
4. The Carnival Day will not be cancelled by reasons of inclement weather before 11:00am on that day. Producer shall have the sole right to order the cancellation which right shall not be exercised unless there is actual precipitation sufficient in the Producer's judgment to deter or significantly diminish public attendance or any condition that is potentially dangerous to the Exhibitor or General Public. Upon cancellation of the event, the Exhibitor must pack up his/ her space and vacate the premises within 60 minutes of the cancellation.

Once cancellation is issued NO REFUNDS – NO TRANSFERS – NO CREDITS – NO EXCEPTIONS

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RIGHTS AND OBLIGATIONS OF PRODUCER:

5. **Producer may exclude or terminate Exhibitor's participation in the Carnaval** and shall have no obligation to refund any payments or transfer any contract rights **if the Exhibitor has failed to comply with the terms of agreement.**
6. **Producer shall not be liable to the Exhibitor for fire, theft, casualty or other loss**, nor any act or omission to act of Producer not inconsistent with this Agreement, unless such act or omission to act is grossly negligent or fraudulent.
7. **Exhibitor shall hold harmless and indemnify Producer/ Sponsor against any third-party claims** arising from the activities of the Exhibitor or its employees or the exhibition or sale of goods or services by the Exhibitor of the Carnaval and all costs including attorney fees which the Producer shall incur in defending against such claims.
8. **Exhibitor and all Exhibitors' employees shall desist from rowdiness**, loud or offensive speech and other conduct annoying to other vendors, the sponsors, and the public. The Exhibitor agrees to comply with all current Queens & New York State laws and regulations.
9. **The sale of counterfeit merchandise is prohibited by law** and any Exhibitor caught breaking the law will be ejected immediately from the Carnaval with no refund

I have read and agree to the Exhibitors Rules and Regulations on this form. I also agree to fulfill all New York State requirements in connection with all sales.

Space Cost _____
Cleanup Bond _____
Deposit _____
Amount Due _____

Cleanup Bond will be returned when rented space has been cleaned by Vendor (You) and inspected by our staff.

Provide photo ID, driver license and permits.

Cleanup Bond will be returned when rented space has been cleaned by Vendor and inspected by our staff at end of the event.

Cleanup bond WILL NOT be returned if vendor decide to leave without proper inspection and signature from producers. NO EXCEPTIONS NO EXCEPTIONS NO EXCEPTIONS NO EXCEPTIONS NO EXCEPTIONS NO EXCEPTIONS

Bono de Limpieza será devuelto cuando el espacio alquilado se ha limpiado por proveedor y examinado por nuestro personal al final del evento.

Bonos de Limpieza NO SERÁ devuelto si el vendedor decide irse sin una adecuada inspección y firma de los productores. NO HAY EXCEPCIONES NO HAY EXCEPCIONES NO HAY EXCEPCIONES

Vendor's Print Name

Vendor's Signature

Date

Inspected By: