



# Food Vendor Application & Information

**Sunday, May 5, 2019**

**1:00 - 8:00 p.m.**

**Historic Downtown Garland**



You are invited to submit an application to participate as a food vendor at the Cinco De Mayo 2019 Event on the Square in Downtown Garland. The event will be held Sunday, May 5, from 1:00 p.m. to 9:00 p.m. in Historic Downtown Garland. This year's Cinco de Mayo will feature Folklorico Dancers, Mariachis, children's activities, vendors, food, and local bands.

Preferred food products should be related to the theme of Cinco de Mayo or festival food. **Any Vendor with a trailer will need to arrive Between 8:30am.** Vendors will be required to stay until the end of the event. Loading and traffic will not be permitted while the audience are on the square.

**Deadline to submit your application, booth/product photos and booth fee is 5:00 p.m., Friday, March 29 2019. Please make check or money order payable to "Cinco De Mayo." Booth fees will be returned to vendors not selected to participate this year.**

I hope that you will consider joining us for this festive, community event. If you have any questions, please contact me by email at [cincodemayogarland@gmail.com](mailto:cincodemayogarland@gmail.com).

Sincerely,

Jodie Porras  
Food Vendor Coordinator

## Cinco de Mayo Vendor Booth Terms and Information

1. **Booth Reservation & Assignment:** The Cinco de Mayo committee will **assign** space locations. Vendors cannot trade spaces nor can they move to another location without **approval** from the committee.
2. **Booth Space:** Booth sites measure ten feet by ten feet (10' x 10'). Vendors are responsible for supplying any needed tables, chairs, décor and lighting. Vendors must use a 10' x 10' tent and tables should be festively decorated.
3. **Hours of Operation:** Booths must be open to the public, must maintain a **safe** environment (i.e. free of any trip hazards etc.), be adequately staffed and maintained in complete form during the entire event, which lasts from 1:00 p.m. to 8:00 p.m.
4. **Set Up/Tear Down:** Vendors may begin loading in at 8:00 a.m. and must have booth ready for patrons by 12:00 p.m. (ANY VENDOR PULLING A TRAILER CAN ARRIVE BETWEEN 7:30 AM AND 8:00AM IN ORDER TO GET PARKED BEFORE TENTS SET UP AROUND YOU.) No vehicles will be permitted on the event site after 9:30 am **Vendors will not be permitted to drive into the event site to load vehicles.**
5. **Electric Service:** Electricity will be provided at charge if needed and **must be marked** on the application. Electricity sites may be limited. **Vendors must bring extension cords to ensure the power source can be reached and a means of securing the cord i.e. duct tape or cord covers.** Generators are permitted.
6. **Prohibited Items:** Items not allowed for sale or distribution include, but are not limited to: tobacco, drug or alcohol related items. TABC laws only allow for one permitted vendor to sell alcohol.
7. **License, Permits and Sales Tax:** Vendors are responsible for all appropriate licenses and permits for their operation. Required permits must be available during the event. Vendors are solely responsible for the payment of all required taxes to local, state, and federal authorities and shall keep such records of transactions as may be required by such authorities.
8. **Drugs/Smoking/Alcohol:** No smoking, alcohol or illegal drugs will be permitted on-site.
9. **Trash:** Each vendor is responsible for keeping their assigned booth **SAFE**, clean, neat and orderly at all times. This includes hauling away any trash or garbage that is generated in or around the booth and sweeping up any product debris left on the ground.
10. **Food/Beverages:** Only approved concessionaires may sell ready-to-eat food or beverages. Food Vendors must contact the Garland Health Department (972-205-3460) to obtain a temporary food permit two weeks prior to event. Food vendors must fill out an additional form.

11. **Animals:** Animals are not allowed in vendor booths. Exceptions will be made for assistance animals.
12. **Exceptions:** Any exception(s) to these terms must have prior written approval by Cinco De Mayo Committee.
13. **Agreement Termination:** The Cinco De Mayo Committee may terminate this agreement without notice and forthwith remove the vendor from the premises for selling unauthorized items, failure to sell from the assigned booth space, or breach of any part of this agreement, including without limitations, failure to timely pay the booth fee set forth herein. No refunds shall be given to vendors selected to participate in this event for any reason.
14. **Vendor as Independent Contractor:** The parties hereto stipulate and agree that, under this agreement, the vendor is not acting as an agent, employee, representative, partner, nor in joint venture of The Cinco De Mayo Committee, but shall at all times and for all purposes have the status of independent contractor. The Cinco De Mayo Committee shall not control the manner or methods by which the vendor performs sales, except as expressly provided for herein.
15. **Vendor Responsibility and Liability:** The vendor assumes the entire responsibility and liability for:
  - a. Losses, damages, and claims arising out of injury to his/her own personal property or party.
  - b. Damage to the vendor's displays, equipment, or other property.
  - c. The vendor agrees not to hold liable or responsible in any form the Cinco De Mayo Committee, the City of Garland, and all their employees, event coordinators, guests, volunteers, and participants against any, and all claims or expenses for such losses, arising out of the performance of this agreement.

These terms and information have been established to satisfy the diverse needs of our vendors and patrons. The Cinco De Mayo Committee reserves the right to change these terms at any time.

For questions or additional information, please call 9720-487-4342 or email [cincodemayogarland@gmail.com](mailto:cincodemayogarland@gmail.com)

**I have read and agree to the Cinco de Mayo Food Vendor Terms and Information.**

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

**Name of Company** \_\_\_\_\_

**Signature of Participant** \_\_\_\_\_

## Vendor Booth Application

Please mark the appropriate vendor type(s) below:

Food Vendor (\$200)  Electric: (\$25)

Name of Business / Organization: \_\_\_\_\_

Event Contact Person: \_\_\_\_\_ Tax ID #: \_\_\_\_\_

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

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

Primary Phone: (\_\_\_\_) \_\_\_\_\_ Alternate Phone: (\_\_\_\_) \_\_\_\_\_

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

Items to be displayed or sold (Please note items not included here may be prohibited from event):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Booth Selection Criteria

There are a limited number of booth spaces available. Selections are based on product appropriateness and quality, booth set-up quality, and product mix. The Cinco De Mayo Committee has the right to reject any application, and has exclusive authority to select participants. **ELECTRICITY NEEDS TO BE MARKED ON THIS APPLICATION.** Only 110 electricity will be provided.

### Application Materials

All applications should include two color photographs depicting the actual entry and booth set-up. Photos should reflect at least 80% of actual booth content. Applications will get more consideration with photographs.

### Booth Fee

**A non-refundable booth fee will hold a space for each vendor.** This fee is due with the application, payable by check or money order to 'Cinco De Mayo'. Fee will be returned only to vendors not selected to participate.

**\*An additional \$35 fee will be charged for all returned checks. (In the event of a weather cancellation beyond the events control, your fee will not be returned.)**

### Agreement of Liability Waiver

I do hereby fully release and discharge the Cinco De Mayo Committee, The City of Garland, all of their officers, agents, servants, employees and volunteers from any and all claims from injuries, damage, or loss which I may have or which may accrue to me on account of my participation in the Cinco De Mayo event. I also understand that failure to show and participate at the event could result in exclusion from participation in future events and will not be given a refund. I have read and fully understand the listed terms and conditions.

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

\_\_\_\_\_  
Vendor Print

\_\_\_\_\_  
Date

Send form, photos and payment to:

Cinco de Mayo  
Attn: Javier Solis  
720 Stadium Dr.  
Garland, TX 75040

*FOR STAFF USE ONLY*  
Booth #:

All applications, booth fees and photographs must be received by **Friday, March 29, 2019.**