



**SUNDAY AUGUST 20,2016**  
**JEFFERSON PARK, Seattle, WA.**  
 4101 Beacon Ave S. Seattle, WA. 98108  
**BOOTH VENDOR APPLICATION**  
 FOR CONSIDERATION ( First come, First serve )

**PLEASE PRINT CLEARLY AND RETURN THIS FORM**

<b>BUSINESS NAME :</b>		<b>TEL:</b>	_____
<b>EMAIL:</b>		<b>FAX:</b>	_____
<b>MAILING ADDRESS:</b>		<b>CONTACT:</b>	_____
<b>CITY :</b>	<b>STATE:</b>	<b>ZIP:</b>	_____
<b>BUSINESS LICENSE :</b>		<b>TAX ID # :</b>	_____
<b>PERSON IN CHARGE OF BOOTH :</b>			
_____			

1. The AFRO LATINO Festival 2017 Committee and OYE Producciones organizes and produces the Northwest Afro Latino Festival, which will be held Sunday August 20 from 12:00am thru 7:00pm. The vendor wishes to rent space at Afro Latino Festival 2017 under the terms of this contract for the purpose of selling merchandise or services to the public at the Festival.

The Afro Latino Festival 2017 may suspend or cancel the Festival in the event of inclement weather, flood, fire, earthquake, strikes, war, civil unrest, or any other reasonable cause.

**2. Hours of Operation:** The vendor agrees to be open for business during the following hours of operation:  
August 20 from 11:00am thru 8:00pm

The Afro Latino Festival 2017 has the right to change the hours of operation, depending upon the weather and the attendance.

**3. Vendors Merchandise or Services.** The Vendor will sell only the merchandise or services included in this contract and approved by the AfroLatino Festival Committee. No exceptions will be made. If the committee finds any merchandise not listed on this contract or service being sold by the vendor at the Festival, the items will be disapproved and then the vendor will stop offering it for sale and remove it from display.

Description of **ALL** items, merchandise or services:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**Space(s) Requested** \_\_\_\_\_ x \_\_\_\_\_ = \$ \_\_\_\_\_

Payment Due In Full

For more information contact AfroLatino Festival Booth coordinator:

Karina Gasperin Phone 425 343 8492 email [karina@afrolatinofestival.org](mailto:karina@afrolatinofestival.org)

Send Application to : 5927 147<sup>th</sup> st SW Edmonds,WA. 98026

## FESTIVAL Booth

Booth Category	Size	Investment
1. Non-Profit	10 ft. x 10 ft.	\$ 200.00
2. Information	10 ft. x 10 ft.	\$ 350.00
3. Commercial	10 ft. x 10 ft.	\$ 350.00
4. Food / Refreshment	10 ft. x 10 ft.	\$ 500.00

### COMMERCIAL USE-PROMOTIONAL AND ADVERTISING FEES

**SEATTLE PARK AND RECREATION will charge \$100 per surface**, per day, **for advertising in parks**. Surfaces include- but are not limited to- banners, signs, tents/canopies, vehicles, inflatables and other structures that include advertising, logos or branding for services or products. Some structures/vehicles may be considered multiple surfaces. Permit applicants/holders are responsible for advertising fees and are required to obtain design approval from Park Event Management and must accurately disclose all applicable displays prior to permit issuance.

**You must provide your canopy, chairs, table and electricity for your booth. We are only responsible for giving you the adequate space. One booth 10 x 10.**

**Equipment and Services Provided by the Vendor.** The Vendor will provide all other services and equipment. All food vendor booths shall be equipped by the Vendor with operating fire extinguishers. No exceptions.

### ATTENTION FOOD VENDORS

Afro Latino Festival Move-in is scheduled for Sunday, August 20 2016 from 7-11 a.m. you must be ready by 11:00am

All food vendors must have food handling permits for all staff cooking or serving food. No exceptions made.

In addition to the terms stated above, I hereby agree to report my gross receipts less sales tax generated during the AfroLatino Festival, August, 20 2017 by the close of business day of the Festival. I also agree to pay 10% of my net sales (gross minus sales tax) generated during the Festival to the City of Seattle.

### TO ALL VENDORS

**Cleaning and Facility Damages.** The Vendor will maintain its space and booth in a clean and orderly manner, follow the rules of the recycling Vendor, dispose of all garbage in garbage bags, and follow the rules and regulations of the City of Seattle. The Vendor agrees to be responsible for any cleaning costs or park damages caused by the Vendor or accessed against the Vendor by the City of Seattle.

**Vendor Placement.** Careful thought and consideration will be taken to assign booth locations for vendors. Your assignment booth is FINAL. If you move without authorization from the AfroLatino Festival Committee, you will be fined or may be asked to exit the Festival and this contract will be terminated.

**Rules and Regulations.** As its sole expense, the Vendor and its employees will follow all AfroLatino Festival and government rules and regulations, including health, fire, park, and police. During the Festival , the Vendor agrees to keep a copy of this contract and all related government rules and regulations at its booth.

**Release and Indemnity.** The Vendor releases the City of Seattle, OYE Producciones, AfroLatino Festival Committee (their elected officials, and members, directors, officers, employees, agents, successors or assigns) from any and all losses, damages, claims, suits, actions, liabilities of any nature (including lost profits or consequential damages) whether arising out of or related to any act or omission of the City of Seattle or the Afro Latino Festival Committee (its elected officials, members, directors, officers, employees, agents, successors or assigns) or to any condition of the property owned or controlled by the City of Seattle or the AfroLatino Festival Committee. Vendor shall indemnify the City of Seattle, OYE Producciones , and the AfroLatino Festival Committee (their elected officials, members, directors, officers, employees, agents, successors or assigns) from any and all losses, damages, claims, suits, actions, and/or liabilities of any nature arising from the intentional acts, negligence, malfeasance or omissions of Vendor and its agents and employees.

**Termination of Contract** by the AfroLatino Festival Committee. Time is of the essence. If the Vendor violates any of the terms in this Contract, then the Afro Latino Festival may terminate this Contract without advance notice, close down to the Vendor, and place a landlord's lien on the Vendor's property to cover any possible damages.

Headings, Attorney Fees, Entire Agreement, Amendment, Waiver, Schedules, Assignments. All headings are for convenience and will not affect the interpretation or meaning of this Contract. In the event of litigation, the prevailing party will be entitled to recover its costs and reasonable attorney fees at trial and upon any appeal. This Contract is the entire agreement between the parties, superseding all previous written or oral negotiations, commitments, and understandings. This contract can be amended only in a separate writing and signed by both parties. Schedule 1 is incorporated into this Contract. The Vendor will not assign any interest in this Contract to any other person, unless the AfroLatino Festival 2017 Committee agrees in writing.

**Contract Acceptance and Enforcement.** This Contract is an offer by the Vendor to the AfroLatino Festival 2017 Committee. If the Vendor returns to the AfroLatino Festival 2017 Committee before **JULY 20,2017** a completed and signed Contract; payment of booth or sponsor .The Afro Latino Festival 2017 Committee will either reject or accept and sign this Contract. The AfroLatino Festival 2017 Committee and Vendor agree this Contract is not valid or enforceable until the AfroLatino 2017 Committee accepts it by signing, dating, and returning a copy to the Vendor.

Attn:  
AfroLatino Festival 2017 Committee.

In witness, the parties have signed this contract effective on the dates below.

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SIGNATURE

DATE

