

## **RWIFO, Inc. Vendor Contract 2010**

This agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ 2010 by vendor \_\_\_\_\_ and **THE ROCHESTER WEST INDIAN FESTIVAL ORGANIZATION, Inc.** herein and after referred to as “**PROMOTERS**”.

Wherein the **The Rochester West Indian Festival Organization, Inc.** has an agreement to operate a Festival know as **CARIFEST 2010** granted by the City of Rochester Office of Special Events, and the right to sublet space to various vendors for them to conduct business during **CARIFEST 2010**. **The Rochester West Indian Festival Organization, Inc.** hereby agrees to rent certain space under the following terms and conditions.

**RENT:** Payment of location space fees shall be in two (2) installments. The first half is due as a deposit on July 1st. The balance due shall be payable by July 31st. A security deposit of \$100 is also due with the first payment, this deposit is refundable on September 4th, 2010. Check or money order should be made payable to **Rochester West Indian Festival Organization, Inc.** Post dated checks will not be considered for application. A fee of \$35.00 will be charged for any checks returned by the bank.

**FEES:** The fee to occupy a Vending space at **CARIFEST** is based on type of concession, .e.g. Food, non-food, or Craft. The fee for all cooked Food concession, will be **Four hundred and fifty (\$450.00)**, Hot dogs, Ice cream, Mixed Fruit drinks **One hundred and seventy five (\$175.00)** and Crafts will be **One hundred (\$100.00)**. The fee, covers space for (1) day. **Saturday, August 14th, 2010**. If for any reason the Festival is cancelled Vendors will be entitled a refund base on the time of the Cancellation. If for any reason, full payment isnt recieved by July 24th 2010 @ 11:59 pm EST, all funds reimbursed less 10 %

The Promoter shall have the exclusive right to designate the space that vendor may conduct his/her business during the **CARIFEST 2010**. Vendors shall covenant and agree to comply with all health, fire and local governmental agency rules and regulations, which may be set by the City of Rochester Office of Special Events.

- Vendor shall maintain their operation clean, neat, sanitary and free from foreign substances and matter.
- Vendor shall post the prices for all food in a conspicuous place within its booth. Craft articles should be clearly marked or tagged.
- Vendors shall obtain health and vending food permits from the Monroe County Health Department.
- Accepted vendors understand that no concession activities will be allowed without this permit.
- Vendors shall provide and furnish at their own expenses for concession booth and any other equipment needed for the operation of such booth.
- Vendor may begin construction and set up of concession booth **on Friday August 13, 2010 at 6:00pm until 9pm.**

All food concession booth, equipment, fixtures, inventory, and other property must be taken down with times designated by Promoter and Site Manager at end of **CARIFEST 2010**. Any equipment not removed by deadline, becomes property of **CARIFEST 2010** or the City of Rochester and cost to remove and dispose of such shall be charged to the vendors. If this occurs, your security deposit will be also forfeited.

Vendor's agrees to provide their own liability coverage for anything related to the food or operation of their concession booth. Should damage or loss occur vendor agrees not to hold **The Rochester West Indian Festival Organization Inc.**, responsible for any such circumstance.

**AGREEMENT AND TERMINATION:**

**The Rochester West Indian Festival Organization Inc.** and participating food vendor mutually agree that the operation of business at the Festival Site during **CARIFEST' 2010** shall be governed by the terms of this agreement, and that such agreement including any attachment or amendment to such agreement, constitute the entire Agreement between the parties hereto, with respect to the subject matter hereof, and may not be changed or modified except by agreement in writing and signed by both parties

**The Rochester West Indian Festival Organization, Inc.** may at its election terminate the Agreement between participating vendor and **The Rochester West Indian Festival Organization, Inc.** at any time upon a breach by vendor of any of the terms and conditions set forth in said agreement and upon and after such termination, cause vendor to forfeit all rights resulting in **The Rochester West Indian Festival Organization, Inc.** having no obligation to vendor under such agreement.

Vendors may not create or sell any article with the **CARIFEST** or **Rochester West Indian Festival Organization Inc.** logo. Such creation or sale shall be in violation of The Rochester West Indian Festival Organization Inc. registration of name and logo with the City of Rochester, State of New York and copyright law.

**SPECIAL NOTE:** If food vendors are selling the same items as **The Rochester West Indian Festival Inc, (CARIFEST)**, food vendors agree to sell all items at or above **The Rochester West Indian Festival Inc**, set price, but not below established price.

Vendors can load and unload their units before and after the festival. If more supplies are needed during the festival, please use hand-carts, etc to carry products to your booth. No vendor shall be allowed to remove any portion of their booth's display until the festival is officially closed and all festival goers have vacated the premises. Vendors violating this policy will forfeit their security deposit.

Any material that is combustible, found to be excessive, or is creating a hazard must be removed. (Fire Marshals will have final determination of hazard and removal)

If space occupied is damaged by vendor, their employees, patrons, or guest they shall pay such claim as are necessary to restore the space to its original condition. Vendor will also forfeit security deposit.

The Vending activity of each food vendor in the vendor areas must be within the vendor's allocated exhibit space. Vendors may not use noise, lighting, or other distractions judged by the Carifest Festival Organizers to be offensive to other vendors.

### **VENDOR AGREEMENT**

- I understand that set-up starts on **Friday August 13, 2010 from 6:00pm until 9:00 pm** and must be fully completed by **10:00am Saturday August 14, 2010.**
- Space to be rented is a 10' x 10' space.
- I understand that **NO ALCOHOLIC BEVERAGE SALES ARE ALLOWED**
- I understand that I must provide and furnish at my own expense all tables and chairs and any other equipments needed for the operation of a booth at the festival site.
- Vendor food permit must be obtained from Monroe County Dept. of Health in order to sell food items at the festival.
- The Festival Committee reserves the right to prohibit and remove the exhibit and/or sale of items that are not in keeping with the family nature of the event and which offend the moral standards of the community or are found to be causing a nuisance or disturbance by selling them at the Festival. Similarly, no unethical or unlawful practice will be tolerated.
- **Booth rental deposits (first half) are non-refundable if you cancel.**
- Upon leaving Saturday evening Vendor shall remove and properly dispose of all rubbish, trash and discarded materials, including food and grease. Vendor is responsible for bringing appropriate containers for disposal and removal of such disposables. **ALL GREASE AND WASTEWATER MUST BE PROPERLY DISCARDED AND REMOVED FROM THE FESTIVAL GROUNDS BY THE VENDOR AND NOT INTO THE FESTIVAL'S DUMPSTER.**
- Although there will be police patrolling the area during the Festival, the Festival Committee assumes no responsibility for the security of the Vendor's property and the Vendor agrees to hold the Festival harmless.
- Priority in location of leased space shall be given to those vendors in their respective area in the **order that they return signed contracts with payment.**
- Every booth shall have a fire extinguisher designed for electrical fires and if the booth is preparing or heating food it must also have a fire extinguisher designed for grease fires. You must provide all proper extinguishers.
- Foul language and aggressive or abusive behavior will not be tolerated.
- No illegal substance, smoking, or use of any type of drug is allowed on the Festival site will not be tolerated.

- NO PETS, loud music will be allowed on festival grounds unless approved by Festival Organizers.

IN WITNESS WHEREOF, the parties have executed this agreement, the day and year first written above.

**The Rochester West Indian Festival Organization, Inc.**

**Vendor Signature:** \_\_\_\_\_

**Member Signature:** \_\_\_\_\_

**VENDOR REGISTRATION FORM**

Yes, I would like to rent space at the 26<sup>th</sup> annual **CARIFEST on Saturday August 14th, 2010 in Rochester, New York**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Check:**    \_\_\_\_\_ **Food**            \_\_\_\_\_ **Non food**            \_\_\_\_\_ **Craft**

- **Mail checks or money orders to:**  
**RWIFO Inc.**  
**P.O. Box 40245**  
**Rochester, New York 14604**

**Please Note: The deadline for 1<sup>st</sup> half payment with security deposit is due on July 1st 2010. Thank you~**