

**Fiesta Austin Vendor Application**  
**Cinco De Mayo Saturday May 2, 2020/Sunday May 3, 2020**

Company (Vendor): \_\_\_\_\_ Short Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Business Phone: (\_\_\_\_)\_\_\_\_-\_\_\_\_ Alternate: (\_\_\_\_)\_\_\_\_-\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip \_\_\_\_\_  
Requested: Booth or Trailer – include trailer size with hitch \_\_\_\_\_  
ItemsSold: \_\_\_\_\_

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Type of Entity: ( ) Club ( ) Association ( ) Corporation ( ) Other

Days Applied for: Saturday May 2, 2020 ( ) Sunday May 3, 2020 ( )

**Vendor Agreement**

The Fiesta Austin Vendor Agreement is made effective as of \_\_\_\_\_, 2020 by and between Fiesta Austin (Cinco De Mayo) and \_\_\_\_\_ of \_\_\_\_\_

WHEREAS, Fiesta Austin is the Organizer and renter of Fiesta Gardens Diez y Seis de Cinco De Mayo Event. Located at Fiesta Gardens, 2101 Jesse E. Segovia St, Austin, TX 78702 (hereinafter referred to as the 'Event'), where Cinco De Mayo 2020 Event will be conducted; and

WHEREAS, \_\_\_\_\_ is engaged in the business of booth rental (only space provided, does not include tent or fiscal booth). Vendors must provide all needed.

NOW, THEREFOR, it is agreed that:

**PURPOSE.** Fiesta Austin agrees to provide onsite space to conduct Vendor's business in Cinco De Mayo Event at Fiesta Gardens. Vendors use of Fiesta Austin's space is limited to the space provided by Fiesta Austin and is identified prior to Event. In general, Vendor is guaranteed a space.

\_\_\_\_\_ accepts the opportunity to participate as a Vendor in the Cinco De Mayo commencing on Saturday May 2, 2020 and ending on Sunday May 3, 2020. Vendor hereby agrees with the following listed conditions and limitations.

**HOURS OF OPERATION.** Fiesta Austin Cinco De Mayo Event area shall remain open from 10:00 A.M. to 10:00 P.M. (\*\*:00 P.M. on Sunday May 3, 2020) Each day the event is in progress, unless Fiesta Austin notifies Vendor of the new hours of operation.

Contact/Renter Initials: \_\_\_\_\_ Date \_\_\_\_\_

**INSTALLATION AND TEAR DOWN.** \_\_\_\_\_ shall setup the facilities for sale on Event Day between 8:00 A.M. NO LATER THAN 10:00 A.M. . Vendor shall remove his/her facilities for sale from the Event no later than 8:00 P.M.

**PAYMENT.** \_\_\_\_\_ is provided with the Space in the Event in exchange for \$\_\_\_\_\_ to pay upon signing this Agreement. Designated space location will be assigned by Fiesta Austin and provided to Vendor in advance of the Event. I authorize Fiesta Austin and Al Duarte Management, to immediately cash my payment costs associated with my event rental fee.

\_\_\_\_\_ agrees to pay an amount equal to \_\_\_\_% of Vendors gross daily receipts plus applicable taxes. The term "Gross Daily Receipt" shall mean the total amount charged by the Vendor, its employees, agents or licienies, for all goods and merchandise sold or services performed, whether for cash or other consideration or on credit, and regardless of collections Including but not limited to orders taken at the Event.

**CANCELATION.** Date-Hold application fee (\$75) is non-refundable. I acknowledge date-hold application fee is non-refundable and if I decide to cancel or not show Fiesta Austin and Al Duarte Management has the right to 100% of payment. From 25 days prior to the event: No space rental payment(s) will be refunded.

**APPEARANCE.** \_\_\_\_\_ is responsible for cleaning and maintaining the Space provided in an organized and neat manner. This responsibility includes Vendors responsibility to remove bulk trash. Should Vendor fail to keep the Space in an orderly manner will result in additional removal fees.

**LIABILITY.** Renter agrees to indemnify, defend and hold Fiesta Austin and Al Duarte Management, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at Fiesta Austin and Al Duarte Management. In the event Fiesta Austin and Al Duarte Management, its landlord, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, the renter agrees to pay Fiesta Austin and Al Duarte Management its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Fiesta Austin and Al Duarte Management including all collection expenses and interest due.

Contact/Renter Initials: \_\_\_\_\_ Date\_\_\_\_\_

**CITY, COUNTY, STATE, AND FEDERAL LAWS.** Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, and there are no exceptions. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure that alcoholic beverages are consumed in a responsible manner. Fiesta Austin and AI Duarte Management, reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, is intoxicated or under the influence of alcohol or drugs, or who shall, in any manner, do or participate in any act jeopardizing the rights, use permit, or insurability of Fiesta Austin and AI Duarte Management, or the safety of its staff, guests, or event content.

**PROMOTIONS AND COPYRIGHT.** It is important to us that you have a fantastic and successful event experience. Should Fiesta Austin and AI Duarte Management, be engaged in the promotion or co-promotion of events and your brand, it is imperative that we see and approve all marketing messages and communications. Before using our name, it is required approval from our team. We are happy to provide professionally created images and graphics of our event for promotional materials.

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

I authorize Fiesta Austin and AI Duarte Management, to cash payment indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized agent as renter and that I will not dispute the payment; so long as the transaction corresponds to the terms indicated in this form.