

## **Festival Betances 2013 Vendor's Contract**

This document serves to define the contractual relationship between Inquilinos Boricuas en Acción (IBA) and \_\_\_\_\_ and/or its agents; hereby referred to as "Vendor". As of the date below, Vendor has entered into this contract with IBA to provide \_\_\_\_\_ vending at Festival Betances 2013 (July 20 and 21, 2013).

Total Payment is due no later than **15 business days** prior to the event on **June 28, 2013**. Should the Vendor fail to provide payment in full no later than 15 business days prior to event date, IBA may, at its sole discretion, cancel the agreement and rental and withhold any or all of the deposit without any further notice than this contract.

Vendor agrees to comply with all applicable laws and regulations of the United States, the Commonwealth of Massachusetts, and the City of Boston, and to refrain from any practice which would increase the risk of fire and other hazard. All fees are the responsibility of the Vendor. Vendor must also comply with all reasonable rules and regulations promulgated by IBA relative to the use of the premises, and must not permit any use of the licensed premises which is improper, offensive, contrary to law, results in any nuisance or breach of the peace, or which is liable to invalidate or increase the cost of IBA's insurance. Any violations of the terms set forth in this agreement, as determined by IBA staff and or in collaboration with local police enforcement, constitutes Vendor's complete forfeit of a refundable deposit and/or termination of event vending permit.

Vendor covenants and agrees not to transfer this license or to sublicense the whole or any portion of the licensed property. Any transfer or sublicense of this license agreement or the rights of Vendor hereunder shall render this agreement null and void, and IBA shall be entitled to retain any deposit by Vendor.

Vendor agrees to pay, indemnify, hold harmless and defend IBA and its officers, boards, agents, servants and employees (the "IBA Parties"), from and against any and all claims, actions, suits, liability, loss, and expense, including reasonable legal expenses, arising from this license agreement or the occupation and use of the Kiosks assigned, or any neighboring property, by the Vendor, its agents, employees, students, family members, friends and invitees, including injury to persons or property.

The provisions of the preceding sentence shall not apply to the extent any such loss, liability or claim arises from the gross negligence or willful misconduct of the IBA parties.

**Please initial each Statement that applies to you:**

- A. \_\_\_\_\_ I agree to pay IBA the amount of \_\_\_\_\_ for one Vending Space.
- B. \_\_\_\_\_ I understand that I am responsible for cleaning the premises before leaving; this includes disposing of trash ***each day in approved and designated receptacles.***
- C. \_\_\_\_\_ I understand that **no specific location of the Vending Space will be promised to me** and that I will not take possession of a vending space until the date of the event when I am told which one I will be assigned to. I understand that sales will only take place from my assigned spot at Plaza Betances and that my assigned spot is stationary and cannot be moved outside or around the Plaza during Festival hours. If I do take possession of a vending space before it is assigned to me, I understand that IBA ***WILL RELOCATE ME*** at its sole discretion.
- D. \_\_\_\_\_ I understand that check-in time on Saturday and Sunday is **10:00 AM, no later than 11:00 AM.** I will not be allowed to set up after this time.
- E. \_\_\_\_\_ I understand that no merchandise will be sold before 11:00am on either day.
- F. \_\_\_\_\_ I will not sell or consume any type alcoholic beverages for the duration of the Festival. If I am caught doing so, I will be asked to leave immediately and **my security deposit will be forfeited.**
- G. \_\_\_\_\_ I will keep a copy of this contract in my vending space at all times.
- H. \_\_\_\_\_ I understand that IBA , its Staff and Board are not responsible for the loss or damage of any equipment, craft, product, or expected sales.
- I. \_\_\_\_\_ I understand that the rental of a Vending Space does not include parking of any vehicles or trailers. I also understand that IBA will not provide any parking spots or storage space at any point.
- J. \_\_\_\_\_ I understand that the Vending Table size is 6 feet.
- K. \_\_\_\_\_ I understand that no toy weapons, fireworks, silly string, flammables, bootleg (music, movies, or printed material) will be allowed to be sold.
- L. \_\_\_\_\_ I understand that vendor set up cannot obstruct handicap ramps, and that I should leave enough space (as instructed by IBA Staff) behind or in front my vending area in order to make it handicap accessible.

My signature below indicates that I have completely read this contract and agree to abide by all its terms.

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date