

# 2023 Latino Festival Vendor Agreement

Saturday, Sept 16, 2022 4:00PM – 10:00PM

Center Street

Business Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

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

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

Email: \_\_\_\_\_ Business Category: \_\_\_\_\_

Tax ID # \_\_\_\_\_ \*If selling or exchanging money at the event. We must have this before the show in order to issue a temporary tax ID license.

Brief description of products or services to be displayed at booth:

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

## Pricing:

10x10 Booth - \$200

10x20 Booth - \$300

Food Vendor - -\$300

Non-Profit Booth - \$100

Number of Booths: \_\_\_\_\_

Booth Fee: \_\_\_\_\_

Total Payment: \_\_\_\_\_

**Please thoroughly read the following regulations and guidelines:**

**Event** Subject to the terms and conditions of this Agreement, Cache Valley Media Group leases to EXHIBITOR the booth space described in Section 2 of this Agreement for the 2023 Latino Festival event to be held Sept 16, 2023 on Center Street.

**Booth Space** EXHIBITOR agrees to lease booth space(s) listed above at the price per booth indicated above. EXHIBITOR assumes all other costs such as additional lighting, signage, carpeting, etc. The leased booth space shall be used exclusively by EXHIBITOR for the exhibition of the items described at the start of this Agreement. EXHIBITOR shall not represent more than one business. Cache Valley Media Group reserves the right to adjust booth layout if needed.

**Prohibited at This Event:** Possession and/or consumption of alcoholic beverages, illegal drugs, or narcotics. Smoking. Storage of any private property in any public facility outside of event times. Unauthorized vehicle traffic except in designated parking areas.

**Booth Selection and Availability** Booth spaces are available on a first come, first served basis only. Cache Valley Media Group does not guarantee specific booth spaces to any EXHIBITOR until booth space has been paid in full. If the desired booth is not available, Cache Valley Media Group may substitute a different booth to be occupied by EXHIBITOR.

**Subleasing** will not be allowed. All contracts must go through Cache Valley Media Group. EXHIBITOR shall not, without prior written consent of Cache Valley Media Group, assign or sublet any part of this Agreement or the leased booths.

**Failure to Comply** If Cache Valley Media Group determines that EXHIBITOR has failed to comply with any provision of this Agreement or the attached Rules of Use, Cache Valley Media Group shall have the right to remove EXHIBITOR from the EVENT and, in which case, EXHIBITOR shall not be entitled to a refund of the Contract Price.

**Failure to Occupy Leased Booths** EXHIBITOR agrees to occupy the leased booths for the full duration of the EVENT. If EXHIBITOR does not occupy the leased booths for the duration of the EVENT or leaves/begins to dismantle booth prior to the close of the event, Cache Valley Media Group shall charge EXHIBITOR a fine of \$250.

**Set-Up and Take-Down** All Exhibitors may begin setting up at 2:00 p.m. on Sept 16, 2023. EXHIBITOR must have his space set up an hour before the EVENT is scheduled to begin. If EXHIBITOR has failed to set up by said time, EXHIBITOR will forfeit the leased booths and any payments and/or the entire Contracted Price. Booths may be dismantled from 10:00 p.m. to 12:00 p.m. Sept 16, 2023. The EXHIBITOR is responsible for securing his goods and items displayed during set up and take down hours.

**Disruptive Behavior** If Cache Valley Media Group determines that the conduct of EXHIBITOR is disruptive to the EVENT or that EXHIBITOR is not acting in a courteous and professional manner, Cache Valley Media Group may remove EXHIBITOR from the EVENT and, in which case, EXHIBITOR shall not receive a refund of the Contract Price.

**Waiver of Liability** Cache Valley Media Group will not be responsible or liable for any damage or loss incurred by EXHIBITOR as a result of fire, theft, wind, storm, explosion, or any other cause whatsoever. Cache Valley Media Group is not responsible for damage from loss of occupancy or other loss to EXHIBITOR by destruction or damage to the exhibit area. EXHIBITOR releases Cache Valley Media Group from any and all responsibility for theft or damage to equipment, booths or displays within the booths - by fire, rain, accident or any other cause whatsoever. EXHIBITOR assumes full and total responsibility for all patrons of the EVENT who visit or enter EXHIBITOR'S booth and releases and agrees to indemnify Cache Valley Media Group from any claims by any patron concerning the goods or services EXHIBITOR displays, provides or sells at or in connection with the EVENT. EXHIBITOR agrees to bear full responsibility for any damage caused to the exhibition facility by EXHIBITOR, his agents or employees during the EVENT and while setting up or removing his booth(s). EXHIBITOR agrees to indemnify, hold harmless, and covenants not to sue Cache Valley Media Group for any and all liability, real or alleged, arising out of or in connection with this Agreement. EXHIBITOR agrees to pay all costs of collection, default, breach or enforcement hereunder, including reasonable attorney's fees.

**Entire Agreement** This Agreement contains the entire understanding of the parties and no oral or other representation not contained herein shall be binding upon the parties hereto.

**Interpretation of Agreement** In the event of disagreement regarding the meaning or interpretation of this Agreement, the interpretation of Cache Valley Media Group shall govern.

**Payment and Cancellation Policy** Payment must be made in full at the time of reservation. A full refund is available if reservation is cancelled before August 20, and a 50% refund is available if cancelled before September 1. After September 1, no refund is available.

IN WITNESS WHEREOF, Cache Valley Media Group and EXHIBITOR have signed this instrument the day and year first above written.

**CACHE VALLEY MEDIA GROUP**

**EXHIBITOR**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

