

Letter to all Exhibitors

2009 Annual Hispanic Heritage Festival of Palm Coast
Celebrating "22 Years serving our community"

Subject: Exhibitor Participation:

It is with great enthusiasm that we notify the community about the annual **Hispanic Heritage Festival of Palm Coast (HHFPC)**, Sponsored by the "**Hispanic American Club of Palm Coast**" (HAC). It's celebrated annually in the **month of October**. This year it takes place on **Friday, Saturday & Sunday, October 2, 3 & 4 2009** at the Palm Coast Town Center on SR 100 in the City of Palm Coast, Florida. The HHFPC is an integral part of the **Hispanic Heritage Month** and as always admission is FREE for the community!!

This grand event has become a tradition in Palm Coast and it is considered the **BIGGEST HISPANIC EVENT** in the area. It has significantly grown in attendance and success since 2006. About 10,000 people attended our last Festival celebration. The HHFPC has always been characterized as a family-oriented, cultural and educational event. It showcases a mosaic of the very best of the Latin-American rhythms and dances, arts and crafts, painters, exhibits, kiddie rides, and the flavors and aromas of ethnic and international cuisine with a firm goal to provide a weekend of activities, socialization and enjoyment for the residents of Flagler County and neighboring Counties (Volusia, St. Johns, Duval and Putnam) as well as fund raiser. We will also be promoting the event in the Orlando and Ocala areas as to reach out to a larger Hispanic Community this year.

It is evident that Hispanic Americans have enormous purchasing power that no company or business should take for granted. Demographics demonstrate that Hispanics have become the largest minority group in Flagler, Volusia, St. John and neighboring counties. Statistics demonstrate that the Hispanics buying power in Florida alone represents over \$65 billion and that this trend continues to grow. Also last year the **U. S. Census Bureau** released their annual estimate of metropolitan growth and Palm Coast, Florida ranked number one in percentage population growth for the period July 1, 2006 to July 1, 2007 (7.2%). More impressively, it also ranked number one for the 2000 – 2005 period with a growth rate of 77.4%.

These demographics make our market the most desirable for all size companies and businesses wanting to expand their market share and generate added revenues. To tap into this important segment of our population, marketers must know how to reach the Hispanic consumers in market-specific, culturally appropriate ways. **The Hispanic Heritage Festival of Palm Coast** is a **great promotional opportunity** to reach this segment of our population in the most cost effective way. Isn't this the BEST reason to participate in this unique event that will attract thousands of people of all ages? It will certainly be a "win-win" situation.

We encourage you to submit your application as soon as possible since spaces for this event are limited and are assigned as we receive payment. **Mail the following forms:**

() **Exhibit or Vendor Agreement Application, Food Vendors Permit, Local Business Tax Receipt with Waiver** (Must be signed).

() Company Check, Money Order, Cash or Certified Check with full payment for the space selected.

If your Company/Business is interested on becoming a **sponsor** and achieve higher marketing campaign please notify us in order to submit a proposal with the different level categories. Looking forward to your participation in this grand Festival. Thank you for your support and consideration.

Sincerely,

Ramón L. Marrero, Chairperson

2009 Annual Hispanic Heritage Festival of Palm Coast

HAC/HHFPC

P.O. Box 353547, Palm Coast, FL. 32137
Email: hhfpc@cfl.rr.com Fax: 1-(509) 357 - 4657



Hispanic American Club of Palm Coast

HHFPC 2009



Exhibit Agreement Application

Category Selection (No Advertisement Included in any category)

Family/Local Small Business/Brand Name Company/Firm

The costs of these spaces are for local, national corporations, brand firm names, brand product, Family businesses or any services with a total of **15-20 employees** (includes combined number of employees from all the branches and/or offices). Companies with more than 21 employees fall under the SPONSORSHIP LEVEL. **ALL Exhibitors** will present with application their Local Business Tax Receipt, **(MUST BE DISPLAYED AT ALL TIMES IN YOUR BOOTH AREA).**

Please make your selection based on when you mail full payment:

IF FULL PAYMENT RECEIVED BEFORE 9/5/09

Special Spots

\$300 for a 10' x 10' area for your tent. Tents, anchors, electricity, water, chairs or table cloths are not included

Exhibit Vendors

\$250 for a 10' x 10' area for your tent. Tents, anchors, electricity, water, chairs or table cloths are not included.

Arts & Craft Vendors

\$175 for a 10' x 10' area for your tent. Tents, anchors, electricity, water, chairs or table clothes are not included.

RATES IF FULL PAYMENT RECEIVED AFTER 9/5/09

\$300 Exhibit Vendors - **\$200** Arts & Craft Vendors

***** Larger Tents (10'x20') are available for an additional \$250 for the space and \$200.00 for the tent*****

- The space provided will be for an area of 10' x 10'.
- Water will be provided for Food Vendors. **If it is imperative that you have electricity, please check with us for availability and cost.** HHFPC does not provide labor to set-up.
- Vendor is responsible for garbage disposal within and around there booth.
- Full payment (by ways listed below) & signed application and wavier must be received no later than **September 19, 2009.**
- **Cash, Company Check, Money Order, or Certified Check Payable to:**

The Hispanic American Club of Palm Coast

P. O. Box 353547, Palm Coast, FL. 32137

(DO NOT send cash by mail. Please email ahead for an appointment hhfpc@cfl.rr.com.

- Company or Business checks will not be accepted after August 31st and a \$25.00 dollar surcharge will be charged for non-sufficient funds (NSF).
- Your booth must be open for business by 5pm Friday, 10am Saturday and 11am Sunday.
- All vehicles must be parked in the Vendor parking area and outside the HHFPC area by one (1) hour before the opening of the event on all three days. Vendors will be provided with VENDOR parking passes for there vehicle windshield.
- **Exhibit Vendors are prohibited from selling all type of beverages at all and any times.** This includes but not limited to water, soda, juice beer or other alcoholic beverages.
- Tents must be properly identified for the view of the public with the name of the booth at all times during the HHFPC.
- Each individual booth is restricted from distributing flyers, literature or posting banners from any outside sponsor. Any promotions or advertising must pertain to your business and products only at all times during the HHFPC.
- The City of Palm Coast and the Palm Coast Recreation & Parks Department has the authority to cancel the event due to bad weather or acts of god. **Acts of God do not constitute grounds for refunds. No Rain Date – No Refunds.** If that is the case you will be notified as soon as possible.
- Even though overnight security will be providing HAC/HHFPC will not be responsible for any and all damages, theft or losses to your merchandise or your personal belongings during or after the HHFPC. The Special Event Liability Insurance does not cover Vendor's products or negligence within the Vendor's booth. The Vendors will be responsible for any and all damages to the Property of the City of Palm Coast or fines due to negligence to the Palm Coast Town Center areas.
- Verbal abuse toward staff, volunteers, organizers, other Vendors and Performers will **NOT** be tolerated at any time or for any reason. HAC/HHFPC reserves the right to close your booth without a refund in this case. Please be courteous, patient and cooperate to make the HHFPC friendly and a great success.
- **Exhibit Vendors who fail to abide by any of the above rules and regulations will be subject to immediate and complete shut down of their booth with no entitlement to a refund.**

SPONSORSHIP OPPORTUNITY AVAILABLE—CALL!!!

Please mail the following packet:

1. This Agreement Application completed and signed.
2. Company or certified check with full payment for the space category selected above. No personal check accepted. Space **ONLY** guaranteed & assigned with full payment. Mail before September 19, 2009 (see above for rates).

Check Payable to: **Hispanic American Club of Palm Coast**

EXHIBITS RULES, REGULATIONS

And OTHER INFORMATION 2009



Everyone is responsible to read this information

The following is general information and some simple regulations that you need to be aware of and abide by them. By submitting the Application to us you and/or any employees from the Company you represent confirm reading **ALL** its content, that you have totally understood every single item that you are in **TOTAL** agreement and will abide completely by them. These Rules & Regulations are hereby made integral part of the Application and of the agreement between the applicant and the Hispanic American Club of Palm Coast (HAC) and the Hispanic Heritage Festival of Palm Coast (HHFPC). "Applicant" refers to Company or any of its Representatives.

1. Once the Applicant submits the "Agreement Application" (either by mail or fax), the company/business is liable for the full payment of the category selected even if the "Applicant" decides afterwards not to participate.
2. Application must be accompanied with full payment prior to the event and must be paid with Company check or money order.
3. If Applicant cancels the contract at any time, the HAC/HHFPC has the right to rent the space to anyone else without obligation to return the amount already paid and the right to retain such amount as liquidated damages.
4. Any signed Contract/Agreement we receive (either by mail or fax) is responsible to pay full amount of contract even if the company does not show up or decides not to participate the day of the event.
5. There is no product/service exclusive participation agreement unless the Company is under certain **sponsorship category**. If interested on becoming a **sponsor** and achieve higher marketing campaign exposure, we can submit a proposal with the level categories upon your request. Please contact us soon.
6. Submission of Exhibit Contract neither implies nor grants any preferential location in the Festival area.
7. The space assigned to a particular Company/Business may not be sold, sub-lease, transferred, enter into any kind of agreement to **share space** with other Company (ies)/Business (es) you agree to occupy. Only the name of **ONE Company/Business** is allowed in the assigned space as well as to display the Company's products/services/banner.
8. **MORAL CLAUSE:** It is completely prohibited by any business/company/individual to sell, exhibit, display or promote any type of merchandize or services that may have implicit or explicit content of violence, obscene words or graphics. Our organization reserves the right to decline or close any booth if this regulation is violated in any way. HAC/HHFPC will retain Company's full payment as liquidated damages.
9. **SPACES:** Booth spaces will be marked on the ground with numbers. Each Exhibit is assigned a space number and you must look for the number that has been assigned to your Company. Event staff can help you find the assigned space. You can not change or trade spaces without previous authorization from Director of Space Assignment.
10. Set-up of your booth can start at 2pm on Friday, but no later than 3pm. Everyone must be ready for business by 5pm on Friday, 10am on Saturday and 11am on Sunday. No set-ups allowed after opening of event on any day and there will be no refunds if unable to set-up on time.

11. Everyone must remove any vehicle from the park area by one (1) hour before the opening of the event on all three (3) days. No vehicles are allowed in the park area. Must move vehicles to the general parking area as soon as you unload. We do not reserve parking spaces.
12. The HAC/HHFPC is not responsible to provide electric outlet or generators for electricity for any equipment or lights.
13. **NO ONE** is authorized to sell, give away, or include with the sales any type of sodas, juices, water, liquor or beer. **NO ONE** is authorized to have, consume, sell, include, or give away/samples of beer or any type of liquor. The Police and/organizers are authorized to close any booth for violation of this rule and product will be confiscated. No refunds for cost of space or for cost of any loses will be provided.
14. Any sale belongs to the vendor and is also responsible for collecting sales tax & for reporting earnings to IRS.
15. HAC/HHFPC assumes NO responsibility for the amount of sales or traffic of public to any particular exhibit or booth.
16. Exhibitor is responsible to maintain booth area visibly clean at all times and before leaving the park.
17. Do not leave your area unattended. The HAC/HHFPC, City of Palm Coast or organizers are not responsible for thefts or damages of exhibitor's equipments or belongings. Exhibitor hold harmless the HAC/HHFPC, the City of Palm Coast, event organizers or staff from any liability arising from your participation in this event or any injury to you, family or any of your employees. Exhibitors wishing to secure their materials, goods, and/or ware on display against theft, damage, loss, or liability must do so at their own expense.
18. Neither HAC/HHFPC nor the City of Palm Coast takes **responsibility** for the involvement/infringement of any sale, promotion, distribution and/or purchase of unauthorized copyright material.
19. The HAC/HHFPC, the City of Palm Coast, television or any other communication companies are permitted to take and use photos or videos of participants during the event for promotional, commercial purposes, display in website, and fund raising purposes for our Organization.
20. **NO RAIN DATE – NO REFUNDS**



Hispanic American Club of Palm Coast

2009 Annual Hispanic Heritage Festival of Palm Coast



WAIVER OF LIABILITY RELEASE (CONTRATO DE RESPONSABILIDAD)

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

• Si no entiende este documento, debe de pedir que se lo traduzcan y entender completamente su contenido. **No se acepta ninguna aplicación si no envía este documento con su firma**

This document affects your legal rights. By signing it you agree to assume all risks and waive the right to sue. You should read it carefully. No admission to operate your booth will be granted without prior completion of this document. **Mail this with Application.** (*Es requisito enviar esta forma junto con su Aplicación*)

I/We ("WE" refers to Company/Vendor/Employee/Concessionaires/Representative) hereby waive any and all claims for personal injury, property damage, losses, or any other injuries, of any kind or character whatsoever, against the Hispanic American Club of Palm Coast (also referred to as HAC)/Hispanic Heritage Festival of Palm Coast (also referred as HHFPC), the City of Palm Coast, their officers, directors, staff, sponsors, suppliers, organizers, volunteers and hereby release the forgoing from any liability and claims which may arise from, or occur as a result of my/our participation in and attendance to the Hispanic Heritage Festival of Palm Coast. I/We hold harmless and indemnify the above organizations or individuals from and against all claims, liabilities, loss whatsoever, damages, attorney's fees or expenses of whatever kind in which the HAC/HHFPC and/or the City of Palm Coast, organizers, staff, volunteers, suppliers, and/or sponsors may sustain, or be required to pay as a result of my/our negligence, action or inaction.

I/We HEREBY COVENANT NOT TO SUE the HAC/HHFPC, the City of Palm Coast, sponsors, committee, employees, agents, representatives, volunteers, organizers, suppliers, other exhibits or vendors. I/We understand that this release and waiver includes any claim or action based on negligence, action or inaction of any release, or otherwise.

In further consideration for the opportunity to participate in and attend the HHFPC in the City of Palm Coast, I/We hereby agree to indemnify and hold harmless the HAC/HHFPC, the City of Palm Coast, it's officers, directors, staff, agents, organizers, sponsors, suppliers, and/or volunteers from and against any and all claims from third parties for personal injury and/or property damage which may result from or be caused by my/our own intention, deliberate or grossly negligent conduct. I/We also agree to completely reimburse any associated cost incurred by them. This indemnity survives my/our participation in and attendance of this event.

I/We understand that it is the responsibility of the Company/Exhibit/Concessionaires/ Vendor/Vendor's employees to adhere to the rules outlined in the RULES & REGULATIONS and/or Agreement included in the Application. I/We confirm that I/We have read them carefully & totally understand them and accept the full terms of its content and will abide by them at all times.

I/We grant full permission to the HAC/HHFPC, the City of Palm Coast, and the media to photograph me/us, videotape or record using any other medium of this type for the purpose of information, promotion, and publicity include in website, and/or sales for fundraising.

By signing the Waiver, Release and Indemnity, I/We acknowledge and represent that I/We have read and understand this release and agree to it voluntarily. I/We affirm that the undersigned is twenty-one years of age or older.

_____ **Date:** _____
Print Responsible Person's Name Signature

_____ **Address**
Company/Firm/Business Name

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