

# Letter to all Vendors

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

## Subject: Vendor 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 attend 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, kiddy 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 fun 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, 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](mailto:hhfpc@cfl.rr.com) Fax: 1-(509) 357 - 4657



**Hispanic American Club of Palm Coast**

# 2009 HHFPC

## Food Vendor Agreement Application

Category Selection (No Advertisement Included in any category)

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



### IF FULL PAYMENT RECEIVED BEFORE 9/5/09

#### Food Vendors

**\$400** for a 10' x 10' area for your tent. Tents, anchors, electricity, water, chairs or table cloths are not included. **FOOD VENDOR:** must include a **\$200 extra** for each **food space** rented for security purposes refundable by mail upon an inspection of Vendors area one week from the end of the event. **FOOD VENDOR** must not leave the park until the inspection of your assigned area is completed and you have left the assigned area visibly cleaned. **FOOD VENDORS: DO NOT** dispose of cooking oil/grease/lard/food in the park grounds, streets, sidewalks, grass, drains or any other private properties and **do not** leave any cans/bottles in the streets, sidewalks or any part of the park area. You need to take with you any used cooking oil/grease/lard/food. You will be charged for special cleaning if you do not leave your assigned area clean. It is required that you place plywood/rubber mat on the ground where cooking. Any spills **MUST BE CLEANED** before leaving the park.

#### Hot Dog/Hamburger Vendors

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

#### Ice Cream Vendors

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

#### Piña Colada or Frozen Drink Vendors (Non-Alcoholic)

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

#### Concessionaires

**\$200** (Peddler/Small Street Carts) These Vendors have no space assigned.

**ALL RATES IF FULL PAYMENT RECEIVED AFTER 9/5/09 AN ADITONAL \$50.00**

**\*\*\* Larger Tents (10'x20') are available for an additional \$400 for the space and \$200.00 for the tent\*\*\***

- The space provided will be assigned as per Vendor status and on a “First paid, First Pick” bases.
- **Water will be provided only 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 their booth.
- Full payment (by ways listed below) & signed application and wavier must be received no later than **September 19, 2009.**
- **Cash, Company Checks, 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 31<sup>st</sup> 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 their vehicle windshield.
- **Food 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 or non-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 provided 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.**

# **Food Vendor Agreement**

1. **Agreement:** I/We ("We" refers to the Food, Concessionaries or Beverage Vendor) hereby make agreement to get a booth space (Expect Concessionaries) for selling food or beverages (According to Vendors Status) during the Hispanic Heritage Festival of Palm Coast (celebrated annually in the month of October) by signing this agreement I/We agree to abide by all the **Rules & Regulations** set forth here to me/us. Once Agreement Application is submitted or faxed to us, we are responsible for the full payment selected even if I/We decide not to participate.
2. **Waiver:** I/We hereby waive any and all claims for personal injury, property damage, or any other injuries, of any kind or character whatsoever, against the Hispanic American Club of Palm Coast (also known as HAC), The Hispanic Heritage Festival of Palm Coast (also known as HHFPC), the City of Palm Coast, the employees, agents, organizers, volunteers, sponsors, and/or suppliers. Having read this waiver and knowing these facts and in consideration of your acceptance of my/our entry, I/We and anyone entitled to act on my/our behalf, waive and release HAC and HHFPC, their representatives, and successors, and any individual or group associated with this event from all claims or liabilities of any kind arising out of my participation in this event, even though that liability may arise out of negligence or carelessness on the part of the person name or Company name in this waiver.
3. Any signed Agreement that the HAC and HHFPC receives either by mail or fax must comply with full payment to the Hispanic American Club of Palm Coast even if the company does not show up or decides not to participate.
4. I grant permission to the HAC and HHFPC and the City of Palm Coast to use any photographs taken of me or Company representatives, motion pictures, recording, verbal or written statements for any legitimate purpose including publicity, promos, fundraising, and use in the Hispanic American Club of Palm Coast website.
5. This contract neither implies nor grants any preferential location.

Submission of this Agreement Application indicates my/our complete understanding and full acceptance of the terms of this contract and the **Rules & Regulations** provided here to me/us by which I/We intend to abide.

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Print Responsible Person's Name                      Signature                      Position                      Date

\_\_\_\_\_, \_\_\_\_\_  
Company's Name                      Complete Address

City: \_\_\_\_\_ State: \_\_\_\_\_, Zip \_\_\_\_\_ Booth Name & Size: \_\_\_\_\_

Work Phone & extension: (        ) \_\_\_\_\_ Email: \_\_\_\_\_

Cell (        ) \_\_\_\_\_ Fax (        ) \_\_\_\_\_ Number of Vehicles: \_\_\_\_\_

HAC/HHFPC Representative: \_\_\_\_\_ Date: \_\_\_\_\_



# RULES & REGULATIONS FOR VENDORS 2009

PLEASE READ THIS IMPORTANT INFORMATION CAREFULLY

These Rules & Regulations must be abide at all Times



The following is general information and some simple regulations that you need to be aware of and abide by them at all times. By submitting this application you confirm reading **ALL** its content, that you- have totally understood every single item and 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). Our organization reserves the right to close any booth if the following regulations are not observed.

1. Acts of God do not constitute grounds for refunds. No Rain Date - No Refunds.
2. Application **MUST** be accompanied with the **TOTAL AMOUNT** or partial payment. Booth Space guaranteed **ONLY** with **FULL PAYMENT**. No reservation of space is made with partial payment or deposit. FULL payment must arrive by **September 19, 2009**, otherwise our Organization have the right to sell the space without obligation to return the amount already paid and the right to retain such amount as liquidated damages.
3. **FOOD VENDOR**: must include **\$200 extra** for each food space rented for security purposes refundable by mail upon an inspection of Vendors area one week from the end of the event. **FOOD VENDOR** must not leave the park until the inspection of your assigned area is completed and you have left the assigned area visibly cleaned.
4. The cost of all spaces varies depending on when you mail your **TOTAL payment**. Refer to Application for the rates.
5. **NO PERSONAL CHECKS ACCEPTED**. We only accept cash, money orders or certified bank checks to the order of:  
  
*Hispanic American Club of Palm Coast and mailed to:*  
**P.O. Box 353547 Palm Coast, FL. 32137**
6. There is no product exclusive participation agreement unless approved by our Organization.
7. Tents must be specifically 10x10 feet. If you require a bigger space you must pay for the extra space according to the rates indicated in the Application. Refer to Application for specifications.
8. Vendors are responsible to bring their own tent, chairs, tables, light, (generator for electricity are not allowed), fire extinguisher, and any other necessary equipment for the operation of your booth. Our Organization **IS NOT RESPONSIBLE** to provide electric outlets to any of the vendors to operate any equipment or lights, this only upon payment for electrical service only not other equipment. It is **REQUIRED** that you have a **FIRE EXTINGUISHER** in your food booth, water, and use gloves to serve any food products. Must abide by Health Department codes.

9. Any sales belong to the vendor and vendor is responsible for collecting sales tax & reporting earnings to the IRS.

10. Vendors are **NOT AUTHORIZED** to sell, give away, or include with the sales any type of sodas, water, ice, beer, or hard liquor. Your booth will be closed if this rule is violated and such products will be confiscated by Police. The Police and/or event organizers are authorized to close any booth (without any refunds) if this regulation is violated and you may be escorted out by the Police. **THIS RULE IS STRICKLY ENFORCED.** Must **NOT** consume alcohol in your booth. Your booth can be inspected at any time to assure that you do not have such products to sell/include with your sales. You may have some water/soda for your own consumption **ONLY**.

11. Booth set-up can start on 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.

12. 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. All vendors will be provided with a **PERMIT CARD** when you arrive at the park the day of the event. This **PERMIT CARD** must be visibly displayed at **ALL times** in your booth. If the Police or Event Organizers do not see this **PERMIT** they can request to stop operations of your booth until you get your **PERMIT**.

13. **FOOD VENDORS** are the only ones that can park their vehicles behind their food tent based on their space assignment. No other vendors are authorized to park in these spaces. Make certain that you get a **PARKING PERMIT** or your vehicle may be towed and you will be responsible for all towing charges.

14. The booth spaces will be marked on the ground with numbers. Each Vendor/Exhibitor will be assigned a space number and the size of the space (10 x 10 ft.) will be specifically marked on the ground. You must look for the number that has been assigned for your booth and set up in the exact space assigned. You **can not change or trade spaces** without previous authorization of the Director of Space Assignment.

15. As soon as you complete your booth set-up, you must immediately move any vehicle to the parking area. No vehicles are permitted in the park ground's area. You must park in the general parking lot. Parking spaces are no guaranteed.

16. Vendors are responsible to maintain their booth area visibly **clean at all times** and bring garbage bags. **FOOD VENDORS: DO NOT** dispose of cooking oil/grease/lard/food in the park grounds, streets, sidewalks, grass, drains or any other private properties and ***do not*** leave any cans/bottles in the streets, sidewalks or any part of the park area. You need to take with you any used cooking oil/grease/lard/food. You will be charged for special cleaning if you do not leave your assigned area clean. It is required that you place plywood/rubber mat on the ground where cooking. Any spills **MUST BE CLEANED** before leaving the park.

17. The agreement to participate in this event is exclusively with the person that fills out and signs the application form. A participant may not sell, sub-lease, or enter into any kind of agreement to share space they agree to occupy. This can result in the closing of the vendor's booth with no refund of money.

18. The HAC/HHFPC, City of Palm Coast, television or communication companies are permitted, to use photos or videos taken of participants during the event for promotional purposes, use in website or to sell for fund raising purposes.

19. Do not leave your area unattended. The HAC/HHFPC or organizers are not responsible for thefts or damages to any vendors/exhibitors equipments or belongings. Vendors/Exhibitors hold harmless HAC/HHFPC, City of Palm Coast or event organizers from any liability arising from your participation in this event or any injury to you or any of your employees working in your booth.

20. The HAC/HHFPC nor the City of Palm Coast takes any responsibility for the involvement/infringement for the sale, promotion, distribution and/or purchase of unauthorized copyright material.

21. You MUST also submit the signed WAIVER OF LIABILITY RELEASE with the Application.



**The 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**

**HAC/HHFPC**  
**Celebrating "22 Years serving our Community"**  
**P.O. Box 353547 Palm Coast, FL. 32137**  
**Email: [hhfpc@cfl.rr.com](mailto:hhfpc@cfl.rr.com)**

**Fax: 1-(509) 357 - 4657**



**The Hispanic American Club of Palm Coast**