

10th KENNER HISPANIC FEST 2022
August 6TH & 7TH

2022 Fest Vendor Contract

This Agreement is made between Gala Music, LLC (hereinafter “GALA”); and

PLEASE PRINT CLEARLY

Vendor Name

Base cost for an outdoor space is \$1,200. Cash or certified check required on all payments received after July 30th, 2022. **NOTE: Electricity not provided (bring your own generator). With generator cost is \$1,500.**

SOLD

1. **Space:** Space rented outside for August 6th & 7th, 2022 will be approximately 20' by 20'. All stands must be approved as to overall appearance and size; conform to electrical and water hook-up procedures, and placed correctly by Fair management. Any signs, awnings, extensions beyond the specified space are subject to space availability, additional compensation paid to GALA and approval by the Fair Director. GALA can provide (10 x 10 tent at a cost of \$150.00 each
2. **Space Location:** Please complete the items below as they apply to your operations and supply with this application, a photo of your stand if applicable:
 - Size of stand/wagon: _____ feet wide by _____ feet long.
 - Orientation: Service windows are on the front. Vendor location will be based on size and orientation of vendor wagons, electricity required (**non provided**), and receipt of deposit. All signs, condiment tables, etc. must remain within the assign space, not in the walkways. Special request may be made in writing before July 15, 2022 All locations will be determined by Fair management.
3. **Deposit:** A deposit of 50% is to be paid when the space is reserved. An additional 50% is due by July 30, 2022. Deposits are not refundable after 1 week of payment. All remaining charges are due before 12:00 noon on July 30th, 2022. Vendor passes or other credentials will not be issued until payment is made in full.

4. **Menu Items:** Food booths may sell only those items listed and approved on the contract. Concessionaires will be assessed a \$200.00 fine for selling items not approved on the vendor contract and will not be allowed to continue selling that item. Second violation will result in revocation of contract for 2022 without refund and subsequent years.
5. **Purpose:** Vendor agrees to use the above premises solely for the purpose of selling the following items:
Full Kitchen Menu and no other items. Vendor cannot sale beer, soft drinks, water or any other the type of beverage sold by GALA.
6. **Indemnification:** Vendor does hereby release and discharge GALA, its officers, directors, volunteers, employees and others representing it from all causes of actions, claims, rights or demands whatsoever in law or equity including the right to make a claim for loss, injury or death resulting from any omission, negligent or non-negligent, occurring on the premises being occupied by the vendor, invitees or guests.
7. **Insurance:** Applicable to this Vendor. Vendor agrees to provide a certificate of insurance for not less than \$1,000,000.00 combined single limit bodily injury and property damage naming GALA as additional insured. Vendors will not be permitted to operate without insurance certificate.
8. **Terms:** All terms of this contract are binding and subject to mandatory arbitration or legal action before the court in Jefferson Parish, State of Louisiana.
9. **Time & Dates:** Any space which has been reserved and **not occupied by 1:00 PM on August 6, 2022** voids this agreement unless an extension is granted by the Fair Director. All trailers, tents, displays, etc. must remain intact until the close of the fair. **Vendor booths must be open when the Fair opens and remain open until Fair closes.** Failure to operate during fair hours will result in forfeiture of space without refund.
10. **Vendor Vehicles:** All supplies vehicles must be parked at the space designated for vendors.
11. **Sub-renting** of space is prohibited and voids this agreement without refund.
12. **Food:** Food concessions must be approved by the GALA Fair Director.
13. **Menu:** Because we reserve specific menu items for vendors, the Fair will fill any spaces with new Vendors if a contract is not signed and a deposit paid after July 30, 2022. Please contact the Fair Director if a hardship exists.

14. **Advertising:** All signs must be within vendors designated area. The posting or distribution of handbills, coupons, flyers or other advertising matter is prohibited on the fairgrounds except from the booth of a licensed vendor.
15. **Booth Appearance:** Booths must be neat in appearance. Fair management has the right to reject any booth that is untidy, unsafe, or unsatisfactory appearance with no refund on fees paid.
16. **Grease/ Trash:** All grease must be placed in the grease bin or returned to its original containers. No dumping in sewers, storm drains and garbage containers on the ground. A \$1,000.00 fine will be assessed for improper dumping of grease. Cardboard boxes are to be flattened and placed in dumpsters, not placed in food court/midway trash receptacles. Vendors are expected to keep clean the area surrounding their location.
17. **Electricity:** Limited and concessionaires must request ample power in advance. If available concessionaires will pay an electric fee based on power usage at a rate of additional \$100.00. Electric outlets and load requirements will be determined by Fairground electricians. Vendor cannot hold GALA liable for any and all claims for compensation from any loss of revenue incurred as result of an interruption of any utility services. (electric and water). No electricity provided, you may use your own generator for electrical power.
18. **Glass Containers:** Beverages shall not be sold in glass containers. Vendors must replace beverages which are distributed in glass containers with paper/plastic/Styrofoam cups.
19. **Conduct/Distribution of Materials:** Exhibitors must operate in a legitimate and courteous manner. The Fair reserves the right to require the removal of any objects, which in the opinion of management; is offensive, hazardous or might adversely affect the Fair's image. Such conduct shall be grounds for immediate termination of contract.
20. **Pet Policy:** Pets will not be permitted on the midway/food court areas during the Fair with the exception of disability-related guide dogs and pets entered in the animal shows. Violation will result in a fine of \$100.00. Dogs that are permitted must be on a leash.
21. **RV's & Supply Trucks:** There will be free parking for supply truck. Violations will be charged \$100.00 fine. **All parking spots for vendors shall be in approved spots ONLY! Vendors must park as directed by fair management - NO EXCEPTIONS!**

22. **Cancellation or Withdrawal:**
- a. Vendor shall give GALA notice in writing of their intention to cancel or withdraw from the fair 16 days before the start of the fair.
 - b. In the event a Vendor must cancel or withdraw, no rental fees will be refunded, but may be credited to a following year's rental fee.
 - c. In the event of cancellation, GALA shall have the right to use said space to suit its own convenience, including selling the space to another exhibitor without any refund to the canceled exhibitor.
23. **Act of God:** In case the park is damaged, or if the fair fails to take place as scheduled or is interrupted and/or discontinued or access to the premises is prevented or interfered with by any reason or act of God, emergency declared by any government agency or by fair management, or for any other reason, this contract may be terminated by GALA. In the event of such termination, vendor waives any and all damages and claims for damages, and agrees that the sole liability of GALA shall be to return to each vendor their space payment, less the pro-rate share of all costs and expenses incurred and committed by GALA.
24. **SAFETY, FIRE, AND HEALTH** - Vendor must comply with all safety, fire, and health ordinances and laws of the City of Kenner, Parish of Jefferson, the State of Louisiana, and the Department of Agriculture, and the Markets of the State of Louisiana.
25. **VENDORS ARE NOT ALLOWED TO BRING SOFT DRINKS OR ANY TYPE OF REFRESHMENTS. WATER FOR PERSONAL AND WORKERS USE IS PERMISSIBLE IN CONTAINERS OF 1GL or HIGER. (NO REGULAR SIZE WATER BOTTLES ARE ALLOWED). STRICTLY ENFORCED BY PARK MANAGER.**

Please sign and return original contract with a minimum payment of 50% and other 50% by July 30th to the address below. A copy of the approved contract will be returned to you with your receipt.

Acceptance of terms: I, the duly authorized representative of the undersigned company, partnership or individual, on behalf of the said company or partnership subscribe and agree to all the terms and conditions, authorizations and covenants contained in this VENDOR APPLICATION FORM and in the GENERAL INFORMATION, RULES AND REGULATIONS printed on the pages of this document.

Kenner Hispanic Summer Fest 2022 Sponsorship Confirmation

Company Name	
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Company Address	
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Contact Name		Phone	
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Company Website		Email	
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<p style="text-align: center;">FEST FOOD VENDOR</p> <p><input type="radio"/> Full Kitchen Food Vendor \$1,200</p>	<p style="text-align: center;">METHOD OF PAYMENT</p> <p><input type="radio"/> Check Enclosed Please make payable to: Gala Music</p> <p><input type="radio"/> Invoice Me</p>
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Representative Signature		Date	___/___/___
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Please email a short paragraph describing you or your company or mission statement and a high resolution logo in JPG or EPS format to galamusicllc@aol.com for the Kenner Hispanic Fest promotional sponsor page/flyer, social media and other collateral printed materials



Gala Music, LLC
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