



# DIA DE LOS MUERTOS VENDOR AGREEMENT

## VENDOR INFORMATION

Date of Application: \_\_\_\_\_ Contact: \_\_\_\_\_

Organization/Company: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Items being sold: \_\_\_\_\_

Sales Tax Number: \_\_\_\_\_

(Only handmade items will be allowed. Items being sold must be approved by LCA Executive Director):

## EVENT INFORMATION

Description of Event: DIA DE LOS MUERTOS CULTURAL CELEBRATION

Date of Event: 11/02/21 Time of Event: 6:00PM - 9:00 PM

Set-up Date: 11/02/21 Set up Time: 3:00 – 5:00 PM

Clean-up Date: 11/02/21 Clean up Time: 9:00 - 9:45 PM

## SUMMARY OF CHARGES

Vendor Fee: \$25.00 Other Fees: \_\_\_\_\_

TOTAL CHARGES: \_\_\_\_\_

Payment type:  CASH  CHECK# \_\_\_\_\_  CREDIT CARD

Payment Amount: \_\_\_\_\_ Date received: \_\_\_\_\_

I have read and understand the terms, agreements, conditions and all other stipulations as they have been outlined in this vendor contract. Furthermore, my signature verifies that I accept all terms, conditions and stipulations set forth in this agreement.

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director's Signature

\_\_\_\_\_  
Date

## **TERMS AND AGREEMENT**

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This contract is by and between the Laredo Center for the Arts, hereinafter referred to as The Center, and Applicant Vendor, hereinafter referred to as Vendor.

### **I. Description of Space and Equipment**

The Courtyard is a fenced, outdoor patio. It is approximately 1,000 square feet and accommodates up to 100 people, standing room.

The Center will assign booth areas for vendors on a first-come-first-paid basis.

Vendor agrees to clean up his/her designated areas at the end of the event. Designated areas include the space in front of and behind the vendor table. Clean up includes taking down of decorations, linens, lights and attachments to the table and disposing of trash in designated area. Tables and chairs should be removed.

LCA will not provide electrical boxes. If vendor requires electrical power, they may connect into the electrical outlets installed in LCA's trees. It is the vendor's responsibility to bring their own extension cords, power strips, etc.

### **II. Vendor Responsibility**

Vendor must sign contract and pay all applicable fees to LCA one week prior to the event.

All participating vendors must have a sales tax number issued by the Texas Comptroller. All vendors must provide LCA with a copy of their sales tax permit.

All food vendors must acquire a food permit from the Laredo Health Department. Any food vendors cooking on site must also acquire a permit from the Laredo Fire Dept.

Vendor is responsible for bringing their own tables, chairs, tents, tablecloth, etc. necessary for their sales. Vendor is responsible for bringing their own power strip, extension cords, moving dollies etc

All vendors must inform LCA no less than 72 hours prior to setup of the event if they are requiring any special accommodations from LCA.

All booths shall remain open to the public and adequately staffed throughout the agreed time on the contract. No one will be allowed to set up their vendor area after 5 pm or after the event has started. No refunds will be given.

### **III. Access and Parking**

For day time events, metered parking before 9:00 PM is available. After 9:00 PM metered parking is free. All parties are responsible for meter fees and for any tickets incurred.

On-street parking and various unaffiliated parking garages are in the vicinity of the building.

LCA does not have a private garage or private parking on-site.

Loading and unloading is only available at temporary parking area.

Vendor set up and clean up time is stated above in the contract. Vendor must remove all vehicles used to transport items for sale and/or equipment from the event grounds no later than 30 minutes prior to the start time of the event.

If event requires an entrance fee, Vendor will be provided with two (2) entrance passes for booth workers. If extra passes are required, Vendor must provide proof of volunteers/workers for extra passes.

#### IV. Indemnification

The Vendor shall at all times indemnify and hold harmless the Center, its staff, and volunteers from any loss, cost, damage, liability, or expense which arises out of or by reason of any act or omission of the Vendor and his/her employees or agents.

Non-compliance to any of the requirements in this contract shall be deemed in breach of contract, and the Center will have the right to evict Vendor, and its workers from the premises, close the booth(s) and terminate sale activities immediately.

#### VII. Limitation or Liability

Reasonable care will be taken to ensure the safety of all artwork and other fixtures (furniture, etc.). However, the Center shall not be liable to the Vendor for any special, indirect, or consequential damages, including but not limited to lost profits, loss of use, and costs of replacement, caused by the Center breach of warranty or negligence, which does not amount to the Center willful or intentional wrong doing.

The Center reserves the right to limit and/or reject the choices of items to be sold.

#### VIII. Additional Terms

There shall be no soliciting information of any political party throughout the event.

Smoking is strictly prohibited inside the Laredo Center for the Arts and its associated buildings and properties. A penalty fee of \$500 will be deducted from the security deposit if any evidence of smoking is detected.

No nails, single-sided or double-sided tape, fixatives or other adhesives may be used on the walls absent the Laredo Center for the Arts consent. Center staff must be consulted on hanging artwork. Damage to the wall as a result of improper hanging is the responsibility of the Vendor.