

BOOTH RENTAL AGREEMENT

THIS **BOOTH RENTAL AGREEMENT** (Hereinafter “**Agreement**”) is entered by and between:

The Lessor:

FIESTA DE LAS FLORES, HISPANIC CULTURE CENTER, INC.

d/b/a “FIESTA DE LAS FLORES EN EL COLISEO”

(Hereinafter “Landlord” or “Fiesta”)

and the Lessee:

Name(s): _____

Address: _____

Telephone: _____

(Hereinafter “Tenant” or “Participant”)

In regards to the Commercial Space(s):

_____ (Hereinafter “**Space**”)

Event: **Fiesta de las Flores en el Coliseo**

Dates of event: September 4, 5 and 6, 2009

“Everybody Welcome: A Celebration of Culture and Diversity” Booth Space Rental

BOOTH RENTAL PRICES

- 10x10 For-Profit Sales Booth: \$500
- 20x20 For-Profit Sales Booth: \$950
- 10x10 For-Profit Informational Booth: \$500
- 10x10 Nonprofit Informational Booth: \$200

TERMS OF AGREEMENT (Read carefully)

The Landlord and Tenant do hereby agree to abide by the terms set out in this Agreement. The terms of this Agreement are as follows:

1. The Space

The Space rented is described above and referred to as Commercial Space.

2. Payment Schedule and Details

The Tenant agrees to pay an event rate of \$_____, for the Commercial space. Payments shall be paid with full amount paid at signing of contract, or \$_____ at time of signing of contract and the full balance due by the 15th of August, 200. FAILURE TO PAY THE BALANCE BY THE 15TH OF AUGUST RENDERS THIS AGREEMENT IN DEFAULT BY TENANT AND LANDLORD MAY RENT THIS SPACE WITHOUT REGARD TO PAYING BACK ANY MONIES PAID BY TENANT. THE PARTIES AGREE THAT ANY MONIES PAID WILL BE KEPT BY LANDLORD IN CONSIDERATION FOR HOLDING SUCH SPACE UNTIL THE 15TH OF AUGUST. Payments shall be made at: 2717 E. Yandell, or at such other place as the Landlord and Tenant agree upon. ONCE FIESTA BEGINS, NO REFUNDS, NO EXCEPTIONS.

3. Use of Space (Not more than two items allowed)

Tenant shall use the space solely for the sale of:

_____.

_____.

*******ELECTRICITY WILL/WILL NOT BE REQUIRED (check one)**

A. Use of space: Tenant shall not use the premises or permit the premises to be used in an unlawful manner, or in any manner not authorized by this agreement, or in a manner that breeches ordinance or regulations now or hereafter in force and applicable to the premises. Any person within the space shall at all times comply with all property rules and regulations in existence. Participant agrees to limit use of space at the Fiesta for activities and materials that is non-offensive and honor the dignity of everyone present. The Fiesta reserves the right to revoke permission during the Fiesta if Tenant violates this stipulation. If it is found that Tenant has misrepresented itself or supplied false information to the Fiesta, the Fiesta reserves the right to have Tenant removed from the Fiesta and retain all fees.

B. Participant must supply all supplies necessary to operate within the booth space, including tables, chairs, and other items not specifically agreed to by Landlord.

C. Signage: All Participant signs and banners will be contained within the assigned booth space.

D. Trash: Participant will keep booth free from trash, wastewater, and other refuse items at all times.

E. Canvassing: Participant will not canvass outside of assigned booth space. The Fiesta reserves the right to revoke permission during the Fiesta if Participant violates this stipulation.

F. Set Up/Tear Down: Participant will set up between **10:30 a.m. and 5:00 p.m. 8-29-08**, in assigned booth space in compliance with the terms of this agreement. Participant will remove all materials from the assigned booth space by **10:00 a.m. on 9/1/08**.

G. Hours of Operation: Participant booths must be staffed and open from 6 p.m. – 1 a.m. on the three days of the Fiesta.

5. Assignment and Subletting

Tenant may not assign this lease or sublet all or any part of the premises without having first received prior written consent of Landlord.

6. Default

If Tenant fails to fulfill or perform any obligation under this Agreement, Tenant shall be in default of this Lease. Tenant shall receive verbal or written notice by Landlord to cure the default (ie. Non-payment of rent, or unlawful use of space). In the event Tenant does not cure a default, Landlord may cure such default and the cost will be added to Tenants financial obligations under this lease, or Landlord may declare Tenant in default of the Agreement. Landlord may re-enter the premises and re-take possession of the Space in the event of default. After default, Tenant may be held liable for any financial expenses incurred by Landlord as a result of Tenant's default.

7. Limitations

The space is to be used solely for the stated purposes allowed above. In addition, to protect the interests of major sponsors, the sale of beer, sodas, and aguas frescas, are also not permitted in the space, and **strictly prohibited**.

8. Amendment of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by both parties.

9. Acts of God or Bad Weather

Landlord will make best efforts to have entertainers at the Fiesta and make the Fiesta a success for all concerned, however, Landlord makes no representations or guarantees as to weather conditions or acts of God that may occur. There will no refunds upon such occurrence.

10. Liability: Vendor shall indemnify and hold Fiesta, the Fiesta, contractors, staff, and volunteers harmless from any claim or cause of action arising out of or in connection with the acts or omissions of the Vendor under this agreement, and shall reimburse the Fiesta for any costs, including but not limited to reasonable attorney’s fees incurred in defense of any such claims.

11. Full Agreement: Tenant hereby certifies that he has read and understands all of the terms and conditions of the above agreement and that, if he/she cannot read it, he/she has had the opportunity to have it read to him by someone of his own choosing so that he fully understands all of the terms and conditions and that he signs said agreement voluntarily and without any other representations by Landlord other than those stated herein.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

Vendor has until the close of the next business day, from date of signing, to rescind contract and obtain full refund, after that time, all terms are in full force and effect.

SIGNED this _____ day of _____, 20 __

TENANT

Print Name: _____ I further acknowledge receipt of
a complete copy (4 pages) of this
Sign Name: _____ Agreement

LANDLORD

Print Name: _____
Sign Name: _____

(See Attachment for use of Tables & Chairs.)