

Fiesta de las Flores Hispanic Culture Center

Dear Fiesta Vendors,

This is a reminder that the booths are now available for rental on a first-come / first-serve basis. **NO BOOTHS WILL BE SOLD AFTER AUGUST 20.**

Fiesta dates are as follow for the Labor Day Holiday: Aug 30 to Sept. 1, 2013.

The Following Groups will headline the Fiesta:

*Friday, Aug 30*, Jayron Weaver, Ashley McBryde

*Saturday, Aug 31, senior* Sunny Ozuna & Sunliners, Johnny Hernandez y al Gente, Natajja,

*Sunday, Sept. 1, military night*

There will be Mariachis, Ballet Folklorico, and local bands.

The costs for the booths are below on page 2

A nonrefundable deposit of \$300 will be required for each booth rental, the remaining balance will be due by August 13, 2013. Come in early to make your space selections on our booth layout plan.

Booth rentals will only be available at 2717 E Yandell, from 10AM to 5PM. Monday through Friday at Dorado Engineering office.

For additional information call Suzanna Dorado at (915) 562-0002

We hope you will join us in making the Fiesta as successful as it has been in previous years.

Thank you,

Fermin Dorado (915) 562-0002  
Booth Chair 630-7327 2

**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: \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_ (Hereinafter “**Tenant**” or “**Participant**”)

In regards to the Commercial Space(s):

**Space (s) #** \_\_\_\_\_ **(Hereinafter “Space”)**

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

**Dates of event:** **August 30 - September 1, 2013**

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

**BOOTH RENTAL PRICES**

- (1) One 10x10 For-Profit Sales Booth: \$500
- (2) Two 10x10 For-Profit Sales Booth: \$1,000
- (3) Three 10x10 For-Profit Sales Booth: \$1,600.
- (4) Four 10x10 For Profit Sales Booth: \$2,200
- (5) One 20x10 for Profit Sales Booth: \$1,000

**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 Booth Commercial Space.

**2. Payment Schedule and Details**

**The Tenant agrees to pay an event rate of \$\_\_\_\_\_, for the Booth Commercial Space. Payments shall be paid with full amount paid at signing of contract, or a \$300.00 deposit for each commercial space at time of signing of contract and the full balance due by August 13, 2013. FAILURE TO PAY THE BALANCE BY AUGUST 13, 2013 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 AUGUST 13, 2013. 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:

- 1. \_\_\_\_\_.
- 2. \_\_\_\_\_.

**(Check One) ELECTRICITY WILL BE ( ) or WILL NOT BE REQUIRED ( )**

**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. on Thursday 8/29/13**, 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 Monday 9/2/13**.

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

#### **4. 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.

#### **5. 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 (i.e. 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 **Tenant's** 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 the Landlord as a result of **Tenant's** default.

#### **6. 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 not permitted in the space, and is **strictly prohibited**.

#### **7. 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.

**8. 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 be no refunds upon such occurrence.

**9. Liability:**

**Tenant** 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 **Tenant** 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.

**10. Full Agreement:**

**Tenant hereby certifies that he/she 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/her by someone of his/her own choosing so that he/she fully understands all of the terms and conditions and that he/she signs said agreement voluntarily and without any other representations by Landlord other than those stated herein.**

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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.

**Tenant 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 \_\_\_\_\_, 2013.

**TENANT**

Print Name: \_\_\_\_\_ I further acknowledge receipt of  
a complete copy (4 pages) of this

Sign Name: \_\_\_\_\_ Agreement

**LANDLORD**

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_