



# CINCO DE MAYO Multicultural Festival and Educational/Health and Job Fair – Irving, TX

## Food Vendor Agreement

Name of Business: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phones: Work \_\_\_\_\_ Fax # \_\_\_\_\_ Mobile # \_\_\_\_\_  
Website: \_\_\_\_\_ Email: \_\_\_\_\_

LOCATION:	Senter Park, S. 901 Senter Rd. Irving, Texas	DATE: Saturday, May 05, 2018
SETUP:	Friday, May 04, from 9:00 am, - 9:00pm spaces on first-come, first-served basis	DEADLINE: Friday, April 10, 2018
Duration of event :	10:00 am to 4:00 pm (indoor) 6:00pm outdoors	FEE: \$150.00 (waived if you are a PATRON, or COMPADRE sponsor)

ALL

**VENDORS BRING A RAFFLE ITEM (Gift basket, Gift card, a toy, valued @ \$25.00)**

Sales Tax Number/ Vendor ID Number: \_\_\_\_\_

Food items sold at booth: \_\_\_\_\_

Type of food preparation equipment: \_\_\_\_\_

Space: Needed, in feet: \_\_\_\_\_ (Please Note; additional space over 15' may be charged a separate fee)

Power Supply Used: ☐ Propane ☐ Charcoal ☐ Generator

### TERMS OF AGREEMENT

**Food Vendor Fee: \$150.00** Booth only. One six-foot table and two chairs will be provided. Vendor must provide their own covering and table décor – Pay online: [CLICK HERE](#)

**PICK UP OPTION # 17** or, send a check to:

**DCET/Believe in Yourself, Inc. 4528 Knights Crossing Dr. Grand Prairie, TX 75052**

- Vendor Provides arrangements for booth display, such as: generator, awnings, electrical extension cords, etc.
  - Compliance with all City of Irving Health Department rules of sanitation is required.
  - Sale of alcoholic beverages is not permitted.
  - **Water, juice & soda products will only be sold by the vendors that CINCO DE MAYO Multicultural assigns.**
  - An inspection of your area and assurance that your trash has been removed will take place.
  - Vendors will be on park grass so please bring a tarp to protect the area; please do not insert stakes into the ground.
  - Payment of any required city and state taxes on all goods sold are vendor's responsibility.
  - Indemnification of the City of Irving, Texas and DCET/CINCO DE MAYO Multicultural from any responsibility of liability pursuant to organization's activities.
  - Set-up begins at 9:00 a.m. – 9:00pm on Friday, May 05th. Clean-up is scheduled to be completed prior to 8:30 p.m. Please provide your own equipment (brooms, dustpans, trash containers, etc.) to clean your area at the end of the day you are setting up. Also, the day of the event, you need to complete your clean-up by 3:00pm. The dumpsters at the event are for fiesta trash only and you are responsible for your trash removal.
  - In case of inclement weather, CINCO DE MAYO Multicultural will refund all but 10% of the entrant's fee due to promotional costs.
  - Vendor should bring their additional tables, heaters, refrigerators, and other cooking equipment as required.
  - We recommend posting a small sign with your prices.
  - We would appreciate your marketing efforts – fliers and posters can be provided to you in advance upon request.
  - Please mail application with the payment and deposit to the address listed below – or you can pay online.
- I certify that I have read this information and will comply with the stated conditions.*
- **Cancellations within 48 hours are not reimbursable.**

**SIGNATURE**

**DATE**

For More Information, Call Elvia Wallace-Martinez at: 214-587-1983 – Fax this application to: 972-237-2775 DCET/Believe in Yourself, Inc. 504 North O'Connor Rd. Irving, TX 75061 [www.dcenti.org](http://www.dcenti.org)

**GENERAL RELEASE OF LIABILITY**  
**City of Irving and DCET/Believe in Yourself, Inc.**

PLEASE READ CAREFULLY

I understand that the City of Irving, Texas, (hereinafter the "City") is a home rule municipality that sponsors a variety of activities. The activities, which I seek to participate in, involve the risk of injury or death. I agree that by participating in the "CINCO DE MAYO Festival at Senter Park, Saturday, May 05th, 2018 from 10am-4pm (Indoors, and till 6pm Outdoors)" City-related activity, I am responsible for my own safety and agree that I knowingly and voluntarily assume the risks involved in such activity.

In consideration of the City permitting me to participate in the activities described herein, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns, as follows:

1. *I agree to waive, release, hold harmless, and discharge from any and all liability the City, its elected or appointed officials, officers, agents, representatives, employees, and volunteers, from and against any and all claims and damages of every kind, for my injury or death and for damage to or loss of property arising out of or attributed to the activities described herein, including but not limited to claims and damages arising in whole or in part from the negligence of the City and its elected or appointed officials, officers, agents, representatives, employees, and volunteers.*
2. *I also agree to defend, indemnify, and hold harmless the City, its elected or appointed officials, officers, agents, representatives, employees, and volunteers, from any and all liability, claims, actions, suits, judgment, damages, and costs arising out of or attributed to my participation in the activities described herein, including any injury or death and damage to or loss of property resulting there from. This Release shall bind executors, my administrators, heirs, next of kin, successors, assigns, and me.*

I understand and acknowledge that the City is acting in reliance upon agreements made by me in this Release in order to extend to me the benefits of participation in the activities described herein and that, were I not willing to abide by the terms of this Release, such opportunity to participate in the activities described herein would not be extended to me. I further understand and acknowledge that the City is acting in reliance upon representations made by me in this Release, and were I not willing to abide by the terms of this Release, the City's permission to participate in the activities described herein would not be extended to me.

I understand that this Release is not a Contract of Employment and that I am not an employee of the City, or DCET, and that I will not be eligible for, or entitled to workers' compensation benefits or any other employee benefits from the City or, DCET.

\_\_\_\_\_  
**Name of your Business**

\_\_\_\_\_  
**PLEASE Print your name**

**Your mobile number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Accepted by:**  
Irving, Texas



**Elvia Wallace-Martinez**

**Date:** May 05th, 2018