



Fiesta Especial 2012

Fiesta Especial Vendor Agreement

This Agreement is by and between _____ (hereinafter “Vendor”) and Fiesta Especial. Fiesta Especial is conducted in partnership between River City Christian School, Reaching Maximum Independence, Inc, disABILITYsa.org and u|ability.

The undersigned (Vendor) agrees to the terms of this Agreement and understands that this is not a binding contract until executed below by an authorized representative of Fiesta Especial.

Agreement: Vendor will provide _____ (type of food or games) for Fiesta Especial on April 20th and April 21st, 2012 at Rackspace.

Event Fee: Vendor agrees that Fiesta Especial will retain 20% of any food/game tickets collected by the Vendor on the day of the event, less any registration fees collected prior to the event.

Activity/Game/Food Sales: Vendor agrees to accept only food/game tickets sold by Fiesta Especial as payment for any services, products or activities provided by the Vendor between the hours of 10:00 a.m. and 10:00 p.m. on each day of the event.

Charitable Intent: Ride/Activity/Game Vendors agree to accept the special “Free Ride/Game” tickets used in promotion for children and adults with special needs during the hours of 10am – 2pm each day of the event regardless of the regular # of tickets charged for the game/activity/ride.

Prizes: Vendors operating games for Fiesta Especial agree to provide prizes to each player, with higher-value prizes awarded to winners at different levels of achievement and consolation prizes awarded to all other players. Vendors may elect to utilize lower-valued prizes awarded to winners using the “Free Ride/Game” voucher mentioned in the Charitable Intent section above.

Food Permits: Fiesta Especial will obtain all food permits required for the day of the event. Vendor agrees to provide Fiesta Especial with an accurate and complete list of food or drink items to be served at the Vendor’s booth(s) and to abide by the Operational Guidelines for Temporary Food Establishments established by the City of Windcrest Health District (copy attached). Vendor agrees that Fiesta Especial will deduct the portion of any food permit fees that apply to Vendor’s booth(s) from the total owed to the Vendor from food/game tickets collected by the Vendor during the event. All food vendors must come fully self-sufficient with tent, extension cords, covered serving units, gloves, hair nets, 3 bucket sanitation station, hand-washing station, tables, chairs, copy of your temporary food vendor permit and proof of food handler training.

Hours of Operation: Vendor may drop off equipment and supplies at Rackspace entrance between the hours of 7:00 a.m. and 9:00 a.m. on April 20, 2012. Vendor agrees to have its food/game booth(s) ready for operation by 10:00 a.m. and will continue operations until 10:00 p.m., April 21st. Vendor is responsible for all set-up, staffing, break-down and clean-up of their assigned area at Rackspace.

Parking: All Vendor vehicles (excluding mobile food units) must be parked in designated areas.

Electricity: Electricity is available for an additional charge. If you do not specify the need for electricity on your Vendor Registration form, it WILL NOT be available for you at the event.



Fiesta Especial 2012

Fiesta Especial Vendor Agreement

Tables/Chairs/Tenting: All vendors must provide their own table, chairs and tenting for this event. Fiesta Especial will not provide these items. Tables, Chairs and Tenting may be rented from Fiesta Especial.

Distribution of Funds: Vendor will collect food/game tickets from guests, in exchange for food, games, activities or products, to be placed in a sealed container supplied by Fiesta Especial. At the end of each day of the event, the Vendor and a representative from Fiesta Especial will count and record the number of tickets in the container. Fiesta Especial will make payment to the Vendor (or charity designated by the Vendor) for 80% of the total collected, less any food permit fees or uncollected registration fees within 10 (ten) business days.

Rackspace and City of Windcrest Rules: Vendor agrees to abide by all rules established by Rackspace and/or the City of Windcrest. No pets are allowed on the premises. Service animals will be allowed and there will be designated toileting areas. Vendors may use temporary paint/chalks on the cement as needed.

Fiesta Especial Rules: Vendor understands that Fiesta Especial is an alcohol-free, drug-free, weapon-free and event, and agrees to contact a representative of Fiesta Especial or Rackspace immediately if any of these items are detected at the event.

Liability: Vendor agrees to indemnify and hold harmless City of Windcrest, Fiesta Commission, Rackspace, Fiesta Especial, River City Christian School, Reaching Maximum Independence, disABILITYsa.org, and u|ability from and against any and all loss, cost, damage, liability, injury or expense (including attorney's fees) arising from or by reason of any accident or other occurrence to anyone, including the Vendor, its agents, employees and volunteers, which arise from or by reason of the Vendor's participation in Fiesta Especial or use of Rackspace's premises or any part thereof. The Vendor agrees to be responsible for any damage or pilferage to Rackspace property or its belongings, whether directly or indirectly caused by Vendor's agents, staff or volunteers.

Entire Agreement: This Agreement shall supersede any and all existing agreements between Vendor and Fiesta Especial relating to terms of Vendor's participation in Fiesta Especial or its use of Rackspace property and contains the understanding of the parties with respect to same.

Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflicts of law or choice of laws rules. Venue for any dispute arising hereunder or any action to interpret, clarify or enforce this Agreement shall be in Bexar County, Texas.

Authority to Bind Organization: The undersigned individual hereby personally warrants and represents that he/she has authority to bind Vendor, and its agents, staff or volunteers, and is fully authorized to execute this Agreement on Vendor's behalf.

Vendor

Fiesta Especial

Signature

Date

Signature

Date