



City of Alamo, Texas Food Booth Agreement Form

1. Vendor Information

Business/Organization Name:

Main Contact Name and Title: _____

Mailing Address: _____

Best Contact Telephone Number: _____

Email: _____

2. Event Information:

- Event Name- City of Alamo 4th of July Freedom Bash 2022
- Event Date- Saturday, July 2, 2022
- Event Time- 3:00pm – 10:00pm
- Event Location- Alamo Sports Complex – 7th and Ridge Rd. Alamo TX, 78516

3. Electrical Power: City will have generator for you to connect to if necessary.

4. Sale of Products: Vendors are responsible for all their transactions, sales taxes and personal cash needs. Vendor will only be limited to the sale of two (2) items. No vendor may duplicate any food item. **No water, sodas or alcohol may be sold by any vendor.** List items you will be selling (be specific):

1st Product: _____

2nd Product: _____

5. Rental Space Fee: **\$150.00** *Fee shall be paid by Cashier's Checks or Money Orders made payable to the City of Alamo or contact 956-787-0006 select option 3 to make credit card payment over the phone. Rental Space Fee must be paid upon execution of this Agreement.

6. Set-up and Breakdown Information:

- Vendors are allowed to set up on the day of the Event beginning at **11am** and must be completed by **1pm**. Failure to set up within the given time frame may result in Vendor losing its Event space at the Event.

- The City of Alamo is not responsible for any lost, stolen, or damages items, and Vendor hereby waives and releases the City of Alamo and their representatives from any and all claims arising therefrom.
 - Vendors may begin selling on the day of the Event at **2pm**. In consideration of guests and other vendors, vendors must remain open until the Event ends at **10pm or if sold out**.
 - Vendors may begin the breakdown of their set up on the day of the Event at **10pm or if sold out**. Vendors are responsible for leaving their rental space free and clear of litter or debris.
 - Any items unclaimed by the Vendor by **10am** the day after the Event shall become the property of the City of Alamo.
7. **Health Permit:** All food vendors must obtain and provide a valid Health Permit for the Event prior to selling items, which shall be posted on their food booth/truck during the Event along with the guidelines issued by the Hidalgo County Health and Human Services Department. For more information on obtaining a valid Health Permit, please contact the Hidalgo County Health and Human Services Department, Environmental Health Division, via telephone at (956) 383-0111 or visit in person at 1304 S. 25th Avenue Edinburg, TX 78542.
8. **Fire Extinguisher:** An approved portable type ABC fire extinguisher (5lbs, at minimum) tagged by a licensed company shall be kept accessible in the food booth from the set-up of operations until the breakdown of operations by all food vendors as directed by the City Fire Marshal or designee.
9. **Cancellation by Vendor:** As occupancy of the Event space is the essence of the Agreement, no refunds shall be made in connection with any Rental Space Fee after the acceptance of said fee by the City of Alamo, except as otherwise provided in the Agreement.
- 10. Rental Space Assignments:** The City of Alamo has complete control of Event diagrams and space assignment. The City of Alamo reserves the right to make modifications on Event diagrams which are believed to be accurate but only warranted to be approximate. Further, the City of Alamo reserves the right to assign space(s) in such a manner as it deems appropriate in its sole and absolute discretion, notwithstanding the foregoing. ****Vendor will need to provide their own tent, table and chairs.**
11. **Use of Space:** The City of Alamo reserves the right to restrict Vendor displays or exhibits which, because of safety, noise, method of operation, materials or display, in the opinion of the City of Alamo, may detract from the general character or nature of the Event as a whole. Accordingly, the City of Alamo may, at its sole discretion, prohibit such displays or exhibits from being kept or utilized by Vendor in or around the Event area, in which event Vendor shall immediately remove such displays or exhibits as directed by the City of Alamo. The City of Alamo reserves the right to prohibit any equipment that is deemed unsafe or appears to be unreasonable in the City of Alamo's judgment. All equipment and heavy machinery must be cleared and approved in writing and in advance by the City of Alamo's staff. All demonstrations or promotional activities must be confined within the limits of the Vendor Event Space. Demonstrations or activities that cause annoyance to neighboring Vendors such as flashing lights or noise or result

in obstruction of walk space or prevent ready access to a nearby booth will not be permitted. Stakes, spikes or other pointed objects may not be driven into the ground.

- 12. Assignment, Subletting of Event Space:** No Vendor shall assign, sublet or share the Event Space allotted to such Vendor without the knowledge and prior consent of the City of Alamo.
- 13. Compliance of Rules & Regulations:** To ensure the safety of all participants, fire regulations, health and all other applicable federal, state and local rules, regulations and/or ordinances must be strictly observed. In addition, all requirements imposed upon Vendor by the City of Alamo must be strictly complied with by Vendor. Should Vendor fail to strictly adhere to the applicable rules, regulations and/or ordinances, then Vendor shall be in default under this Agreement and the City of Alamo may immediately terminate this Agreement upon notice to Vendor. In the event of a default by the Vendor, the Vendor shall forfeit as liquidated damages the Rental Space Fee, regardless of whether or not the City of Alamo enters into a further lease for the Event Space involved. Said damages are agreed to in no way constitute a penalty, but rather a reasonable estimate of the City of Alamo's damages which are incalculable with any degree of certainty. Any Vendor found selling contaminated, unfit or illegal items will be suspended from selling at the Event and may be asked to leave immediately without refund of Vendor Fee. All Vendors must wear shirts and shoes. Smoking is discouraged, but allowed no less than 30' away from Event Space. Unlawful drug/alcohol possession will not be tolerated. No pets are allowed in Event Space, unless Vendor has received express permission from the City of Alamo.
- 14. Liability & Insurance:** In no event, shall the City of Alamo, nor their representatives, contractors, nor corporate sponsors of the Event be responsible for any injury, loss nor damage that may occur to the Vendor's employees, agents, contractors, representatives, or property from any cause whatsoever. It is the Vendor's responsibility to protect machinery, perishables, and displays and exhibits so that no injury will result to the public visitors, guests, or persons, or property. If property does not appear to be properly maintained, it will be promptly withdrawn from the Event site. All property of the Vendor, including food-stuffs and other perishables is understood to remain in Vendor's care, custody and control in transit to, from, or within the confines of the Event area subject to the Rules and Regulations. The Vendors, on signing the Agreement expressly release, hold, keep, save harmless and indemnify the foregoing persons and entities, named organizations and committees, and individuals from and against all claims for such a loss, damage, or injury. Vendors must carry appropriate insurance through such carriers and containing such limits, terms and conditions as the City of Alamo may require and shall deliver to the City of Alamo copies of all such policies of insurance and/or certificates thereof as City of Alamo may request.
- 15. Force Majeure:** In case of cancellation of the Event or unavailability of the Event Space for specified use due to war, governmental action or order, act of God including, but not limited to, weather, fire, strike, labor disputes, or any other cause beyond the City of Alamo's control, this Agreement shall terminate, and the Vendor shall be entitled to the return of the Rental Space Fee for the Event Space less an amount equal to the total costs and expenses incurred by the City of Alamo in connection with the preparation of Vendor's Event Space. Refund of the Rental Space Fee (or a portion thereof, as applicable) as provided in this section, shall be the exclusive remedy of the Vendor against the City of Alamo or its representatives, employees, agents, invitees,

licensees, affiliates, and all other related parties in the case the Event is canceled or rescheduled or the Event Space is unavailable for use. In case of damage to the Vendor through war, governmental action or order, act of God, including, but not limited to, weather fire, strike, labor disputes, or any other cause beyond the City of Alamo's control, the Vendor expressly waives all liability and completely releases and holds harmless the City of Alamo of and from any and all claims for damage to person and property and agrees that the City of Alamo shall have no liability whatsoever.

The Vendor has agreed to the all of the terms and conditions of this Agreement and has executed this Agreement on the date set forth below.

VENDOR:

By: _____

Print Name and Title: _____

Date: _____

If you have any questions, please call 956-750-2322 or email lsolis@alamotexas.org.

Thank you for your support.

