

Sombrero Festival, Ltd.
Application to Operate Food or Game Booth

Festival Year: 2023

RETURN THIS FORM TO SOMBRERO FESTIVAL

Name of Organization: _____

Food or Game: _____

Permanent Mailing: _____

Address of Your Organization _____ Zip Code: _____

Contact Person: _____

Contact Information: Daytime _____ Evening _____

Cell _____ Email _____

Booth Requirements: Lighting and access to one (1) (20 amp 110v) Primary Outlet provided at no charge. Fees for all additional items listed below. Note: Vendor is responsible for supplying their own 50' outdoor rated extension cord to be run from their booth to their primary outlet and each additional outlet. Extension cords are subject to inspection and approval by Sombrero Festival, Ltd.

Food Item & Food Booth 10'x10'
Amount: \$ _____

Additional Outlet access (110v 20 amp)
+\$125.00 ea. qty: _____ Amt.: \$ _____

Double Booth Size to 10' x 20'
+\$350.00. \$ _____

220v 30 amp outlet access
+\$350.00 ea. qty: _____ Amt.: \$ _____

Sign - new vendors/food items
+\$75.00 \$ _____

Liability Insurance
+\$100.00 \$ _____
(If needed. \$1M+ Proof of Insurance Req'd)

Total Balance Due (not including deposit): \$ _____

*Any extra space you require (outside 10'x10' booth), additional charges may apply.
Different booth sizes or dimensions can be accommodated, additional charges may apply.*

Item: _____ Size/space: _____

Food Items	Sales Price
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Signature

Date

ELECTRICAL NEEDS

Organization: _____

Contact Person: _____

Phone: Day _____ Night _____ Cell _____

E-MAIL ADDRESS: _____

Each booth will have one sign light, one inside light, and access to one (1) 110-volt 20-amp outlet. **Each vendor is responsible for providing their own extension cord to be run from their booth to the outlet. Extension cord must be at least 50' in length and rated for outdoor use. Vendors needing access to additional outlets are responsible for proving their own extension cords to be run from their booth to those outlets. Extension cords are subject to approval by Sombrero Festival, Ltd.**

Please list below the electrical equipment you will be using so that we may be aware of your particular electrical needs:

Equipment _____ Volts _____ Amps _____

Equipment _____ Volts _____ Amps _____

Equipment _____ Volts _____ Amps _____

Equipment _____ Volts _____ Amps _____

Additional Electrical Needs

Each 20 amp 110-volt outlet \$65.00 # needed _____

Each 30 amp 220-volt outlet \$125.00 # needed _____

Note: Special electrical requirements can be provided, for a fee, upon advanced written request, and approval by Sombrero Festival, Ltd. Any appliances which will exceed the standard voltage/amperage listed need to be submitted in writing to Sombrero Festival for approval prior to the festival, and prior to use. Additional fees may be assessed to accommodate those needs at the sole discretion of Sombrero Festival, Ltd. Failure to adhere to these provisions may result in forfeiture of your booth, and your booth being closed and or equipment in violation being removed at the sole discretion of Sombrero Festival, Ltd. **Failure to submit this form to Sombrero Festival, Ltd. by January 15th the year of the festival may result in you/your organization being denied the opportunity to use the desired equipment listed above, at the sole discretion of Sombrero Festival, Ltd.**

Signature

Date

Name

Title

SOMBRERO FESTIVAL, LTD. CONTRACT AGREEMENT

Food Vendor applications require a minimum \$250 deposit, payable at the time of application.

An additional deposit(s) may be required by Sombrero Festival, Ltd.

Your Total amount due, including your booth fee, food item fee, deposit(s), any additional space/electrical fees, and sign fee (if applicable) must be paid as follows:

- **Deposit, 50% of Total Booth Fee, Application, Electrical Needs Form, & Contract Agreement by October 14, 2022.**
- **Remaining balance & Proof of Insurance (if not buying through Sombrero Festival) must be submitted to Sombrero Festival, Ltd by December 5, 2022.**
- Vendors withdrawing after January 1st, of the festival year will forfeit their deposit(s).
- **A refund of fees paid will be issued for food items re-assigned due to a missed deadline.**

Acknowledge (Initials): _____ Date: _____

We understand and agree to the following:

1. We understand that we are obligated to contact the State Comptroller to determine our sales tax liability, and that we are 100% responsible for applicable taxes.
2. **We understand that we are required to provide \$1M+ proof of liability insurance for our booth & products, with Sombrero Festival, Ltd. listed as an Additional Insured.**
3. We will only provide the items we are approved to sell in writing by Sombrero Festival, Ltd.
4. We agree to abide by any and all Federal, State, and Local Laws, Ordinances, etc., concerning the sale, service, preparation, handling, and storage of food and concerning the operation of our booth.
5. Sombrero Festival is only obligated to provide us with the space, booth, and electrical connections that are listed in our application and which have been paid for by us as a vendor.
6. Sombrero Festival will not be held liable for any losses, injuries, etc., resulting from our operation of the booth, our products, and/or any equipment we bring in for use in the operation of our booth. Nor will Sombrero Festival be held liable for any incidents resulting from negligence, failure to adhere to rules, regulations, laws or standards, on our part as an organization/vendor/etc., or that of any of our booth operators or volunteers.
7. **We are required to be off park grounds 2 hours after park close on Thursday & Friday.**
8. We agree to be liable for the cleanup and maintenance of our assigned booth, and space, and to have it cleared of all waste, materials, and personal items by 6 a.m. Sunday after the Festival closes and leave them in the same condition as they were found.
9. We agree to adhere to and abide by all RULES AND REGULATIONS attached hereto.
10. **Our deposit(s) and the required documents must be mailed to Sombrero Festival, Ltd. Attn: Laura Nellie Tavares at P.O. Box 3792, Brownsville, TX 78523. We may contact Mrs. Tavares by phone at 956-493-7290. Timely submission of our Deposit, 50% of Total Booth Fee, Application, Electrical Needs Form and Contract is required in order to renew our food item(s) from the previous year.** Failure to submit by October 14, 2022 will be considered voluntary forfeiture of our right of first refusal, and our food item(s) may be offered to other vendors at the sole discretion of Sombrero Festival, Ltd.
11. **A copy of our approved application/contract, signed by the appropriate Sombrero Festival Officer, shall be the only valid means of confirming our right to our requested food item.**
12. Our non-compliance with any of these provisions may result in our organization's not being considered for future festivals, and forfeiture of our deposit(s), at the sole discretion of Sombrero Festival, Ltd.
13. Our organization will not use the Sombrero Festival name or logo for any purpose without the express prior written consent of Sombrero Festival, Ltd.
14. We are responsible for completing the Electrical Needs Form including disclosing all electrical appliances to be used for our booth, and paying all applicable fees due.

RETURN THIS FORM TO SOMBRERO FESTIVAL

15. Sombrero Festival, Ltd. and any other individuals or organizations involved with Sombrero Festival, Ltd. shall not be held liable to us for any refund of accepted application fees or damages whatsoever, whether actual, special, incidental, consequential or exemplary, if the Festival is cancelled, postponed, shortened or impaired for any reason, including but not limited to acts of God or any regulation, rule, order or request of any government authority, whether valid or invalid.

16. I agree to indemnify, defend and hold harmless Sombrero Festival, Ltd., its board members, officers, trustees, agents, volunteers and assigns from and against all claims arising out of or resulting from our participation in the Annual Sombrero Festival, except for claims arising out of the sole negligence or willful misconduct of Sombrero Festival, Ltd. "Claim" as used in this agreement includes but is not limited to any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. In addition, I hereby voluntarily hold harmless Sombrero Festival, Ltd., Its board members, officers, trustees, agents, volunteers and assigns from any and all claims, both present and future, that may be made by me, my family, estate, heirs or assigns.

17. Any dispute related to this agreement must be submitted to Sombrero Festival, Ltd. in writing no later than 60 days following the festival or 60 days following notice of any violation.

****RETAIN A COPY FOR YOUR RECORDS – PROOF OF SERVICE REQUIRED****

18. Agreement disputes will be resolved by mediation or arbitration in a court of competent jurisdiction within the geographic boundaries of Cameron County, Texas

Organization/Vendor: _____

Fees Owed:

Booth(s)/Food: \$ _____ Deposit: \$ 250.00

Sign/Electrical: \$ _____ Insurance: \$ _____ Total: \$ _____

Signature of Organization/Vendor Representative

Date

*******Sombrero Festival Use Only*******

Food Item/Game assigned: _____

Date _____

By:

Vice President of Vendor Services
Sombrero Festival, Ltd.

Date

**MAIL THIS FORM TO: Sombrero Festival, Ltd.
Attn.: Laura Nellie Tavares
P. O. Box 3792
Brownsville, TX 78523**

Completion of this agreement by Vendor and signature of the Vice President of Vendor Services shall signify acceptance of this contract, and approval of your food item by Sombrero Festival, Ltd.

SOMBRERO FESTIVAL, LTD. FOOD AND GAME VENDORS RULES AND REGULATIONS

SELECTION PROCESS

The maximum number of booth spaces is set by Sombrero Festival, Ltd.

Food Items to be sold must be approved in advance by Sombrero Festival, Ltd. Sombrero Festival, Ltd. works to ensure a variety of food items to be sold at the event, but makes no guarantees of non-duplication of food items offered by another vendor.

The organization that was accepted by Sombrero Festival, Ltd. must operate the booth. Booth rights are not transferable without the written consent of Sombrero Festival, Ltd.

BOOTHS

Each vendor is provided with a 10' x 10' booth, lighting on the top sign, one light inside the booth, and access to one (1) 110-volt electric outlet. **Each vendor is responsible for providing their own extension cord to be run from their booth to the outlet. Extension cord must be at least 50' in length and rated for outdoor use. Vendors needing access to additional outlets may purchase access with advanced written notice on the Electrical Needs Form, at a price of \$65.00 per 110v 20amp outlet, and \$125.00 per 220v 30amp outlet. Vendors are responsible for proving their own extension cords to be run from their booth to any additional outlets. Extension cords are subject to approval by Sombrero Festival, Ltd.** Sombrero Festival, Ltd. will not be held responsible for equipment that is damaged due to electrical overload by a vendor. **Special electrical requirements can be accommodated, for a fee, upon advanced written request, fee payment, and approval by Sombrero Festival, Ltd.**

No one will be allowed to change the structure of a booth, to add to a booth or otherwise increase its size of a booth, or to damage a booth. Vendors are liable for any damage to a booth at full repair or replacement cost, whichever is less, as determined by Sombrero Festival, Ltd.

Booths must meet City of Brownsville Health Department standards. This includes being covered on top, back, and on both sides.

Booth locations are assigned at the sole discretion of Sombrero Festival, Ltd.

Signage displaying the price of food items must be prominently posted on your booth.

Each vendor must supply all items necessary for safe and proper handling and preparation of food including but not limited to a large garbage can, trash bags, plastic gloves, aprons, water for washing, etc. Each vendor must display all permits in the manner required by law, and all booths must have a fire extinguisher with current inspection verification attached.

SETUP

Vendors may setup their booths on Wednesday, the day before festival opening. Access to the Park grounds is via 8th St. where you may unload your supplies for your booth. Your vehicle is only allowed to park on 8th st. for a maximum of 10 minutes or until your vehicle is unloaded, whichever is less. **DRIVING ON THE PARK GROUNDS/GRASS IS NOT ALLOWED.**

VENDORS BRINGING THEIR OWN STRUCTURE, TRUCK, OR TRAILER, MUST SETUP BY 12:00PM ON TUESDAY THE WEEK OF THE FESTIVAL, UNLESS OTHERWISE AUTHORIZED.

TEARDOWN

You may not begin teardown until midnight on Saturday, the last day of the Festival.

All trash, decorations, materials, adhesives, etc. must be removed from the booth along with all personal belongings. Failure to do so may result in the forfeiture of your deposit(s). Sombrero Festival, Ltd. is not responsible for anything left behind or forgotten.

LOADING/UNLOADING DURING TEARDOWN MUST BE CONDUCTED AS PRESCRIBED BY SOMBRERO FESTIVAL, LTD. SPECIAL ATTENTION MUST BE GIVEN TO: RESPECT TO RESTRICTIONS RELATED TO VEHICLES DRIVING ON THE PARK GROUNDS, AROUND THE IMMEDIATE PERIMETER OF THE PARK, GATE/FENCE ACCESS POINTS, ETC.

VENDORS MOVING/REMOVING/OPENING FENCE PANELS IS ABSOLUTELY PROHIBITED! Only Sombrero Festival, Ltd. Vendor Services, Operations, and Special Operations may authorize the moving, removing, or opening of fence panels along the park perimeter. NO EXCEPTIONS.

SIGNAGE

The main signage for vendor booths is provided by Sombrero Festival Ltd. No substitutions for main booth sign are allowed. Vendor may place additional signage anywhere else on the front of their booth to publicize their product and price. Any additional signage placed by the vendor must conform with the food item(s) and price(s) approved by Sombrero Festival, Ltd. for their booth. Any signage placed by the vendor is subject to removal by Sombrero Festival, Ltd. if it is determined by Sombrero Festival, Ltd. to be inappropriate and/or inconsistent with the purpose of the festival and/or inconsistent with the food item and price approved by Sombrero Festival for your booth. Any information on a signage not specific to food and pricing may subject signage to removal.

DEPOSITS

A refundable deposit in the amount of \$250.00 is required with the contract application or the vendor will not be considered. An additional deposit(s) may be required by Sombrero Festival, Ltd. Deposit payments must be made by check or money order, and must be made payable to: SOMBRERO FESTIVAL, LTD.

VENDOR MEETING

All vendors must have a representative present at the annual Vendor's Meeting. The date, time and location of the meeting will be provided to each vendor by the Vice President of Vendor Services.

REFUNDS

Should the Festival be cancelled, postponed, or shortened Sombrero Festival, Ltd. will refund the Vendor's deposit(s) and fees paid, or pro-rated fees paid in the event of a shortened festival. Vendor assumes total responsibility for any and all products and supplies purchased and not sold. The decision to cancel, postpone, shorten or otherwise change the operational hours of the Festival is at the sole discretion of Sombrero Festival, Ltd.

BOOTH DECORATING CONTEST

Booths must be decorated. Prizes are awarded as follows: \$250 for 1st Place, \$150 for 2nd Place, and \$100 for 3rd Place. Judging will take place on Thursday between 3:00 and 5:00 p.m. and is based on the use of an appropriate Sombrero Festival theme, creativity, and the use of color. Winners will be announced Thursday evening and awarding of the prize monies will follow.

You may begin decorating your booth at 2:30 pm on the Wednesday before the first day of the Festival. Your organization will be responsible for decorating your booth.

HOURS OF OPERATION – FOOD BOOTHS

Food Booths are required to be open for operation as follows: Thursday 1:00 p.m. – Midnight, Friday 11:00 a.m. – Midnight, Saturday 9:00 a.m. – Midnight. Vendors may open earlier on Saturday, Main Gate opens at 7:00 a.m. **Opening late will result in loss of your deposit.**

VOLUNTEERS/STAFF ATTIRE & CONDUCT

All booths must be fully staffed at all times. Sombrero Festival is a family festival, and no worker may wear any clothing or hat that depicts anything vulgar, behave in an inappropriate manner or use profane or vulgar language. The judgment as to whether this provision has been violated shall be at the sole discretion of Sombrero Festival, Ltd. **Volunteers must wear issued wristbands for admission to the park.**

CITY OF BROWNSVILLE PERMITS & REGULATIONS – (Health, Fire, etc.)

All Booths will obtain all permits required by the City of Brownsville for operation of a food booth at the Festival. Rates are set by the City of Brownsville. Sombrero Festival, Ltd. will invite city departments to the Vendor meeting and request that they make permits available at such time in order to facilitate easier acquisition, but we make no guarantees of such. Responsibility to obtain the permits lays solely with the food vendor/booth operator(s).

All booths are responsible for adhering to all standards and requirements of the City of Brownsville for operation of a food booth at the festival. Sombrero Festival, Ltd. will not be held liable for any vendor who is shut down or cited by the City of Brownsville for any violations of these provisions.

Your booth being closed by the City of Brownsville for any violation(s), even if only for a short time **will result in the loss of your deposit, at the sole discretion of Sombrero Festival, Ltd.**

VENDOR PARKING

THERE IS NO VENDOR PARKING AT SOMBRERO FESTIVAL. One (1) vehicle loading & unloading permit will be issued to each vendor. The vehicle permit must be displayed inside the car on the driver-side dashboard so that it is visible to security at perimeter gates. Vehicles coming through to load/unload must do so and move the vehicle out immediately. **NO PARKING IN THE LOADING/UNLOADING AREAS ALLOWED.** Any unauthorized vehicles found in the park or a vehicle found parked in an unauthorized location **may cause the forfeiture of that vendor's deposit(s)** and will be towed at the sole expense of the owner of the vehicle. The unauthorized parking of any type of motorized vehicle by vendors is prohibited inside the fence perimeter. This includes, but is not limited to: cars, trucks, RVs, motorcycles, mopeds/scooters, etc. **VEHICLES MAY NOT BE LEFT UNATTENDED IN LOADING AREAS.**

VENDOR ADMITTANCE

A specified number of wristbands will be given to each vendor organization for their volunteers at the Vendor Meeting. These must be worn and will be accepted at the Main gates. Any number of volunteers exceeding the number of wristbands must pay full price for a wristband to gain admission to the Festival.

VENDORS AND THEIR STAFF ARE REQUIRED TO WEAR THEIR WRISTBANDS IN ORDER TO GAIN ADMISSION TO THE PARK, YOU WILL NOT BE ADMITTED WITHOUT ONE, ANY FEES PAID WILL NOT BE REFUNDED IF YOU ARE UNABLE TO OPERATE DUE TO NOT BEING ADMITTED FOR LACK OF A WRISTBAND. IF YOU ARE UNABLE TO ATTEND THE VENDOR MEETING YOU SHOULD MAKE OTHER ARRANGEMENTS TO OBTAIN YOUR WRISTBANDS PRIOR TO ARRIVAL AT THE PARK.

SALES TAX

All issues surrounding the payment of sales tax are to be addressed to the State Comptroller's Office. It is the sole responsibility of the Vendor to contact the Comptroller to determine your Sales Tax Owed.

FOOD SALES

Food sales are on a cash basis. Vendor is responsible for ensuring they have sufficient funds and change on hand to operate their booth. Vendor is responsible for the proper handling of, and securing of the funds handled and held by their booth.

GENERAL POLICIES

A. All vendor vehicles must be kept in designated drive areas when loading/unloading.

B. Vehicles are not to be left unattended during loading/unloading.

C. Vendors are required to be wearing their wristbands in order to gain admission to the park.

D. Vendors found to be in violation of any rule/policy/requirement of this contract will forfeit their deposit(s).

E. Vendor may not sell any item not approved by Sombrero Festival, Ltd.

F. No outside beverages may be brought into the park at any time.

G. Sombrero Festival, Ltd. is strictly non-political. No campaign signs may appear in or on any booth and no campaign literature of any kind may be distributed from any booth. No worker is allowed to wear any clothing, hat or any item containing a political candidates name or political affiliation.

H. Sombrero Festival, Ltd. reserves the right to discontinue at any time, food or game sales whose booth operators are found to be in violation of any of these rules, regulations or policies.

I. Failure to comply with any rules, regulation or policies could result in an organization's disqualification to participate in future Sombrero Festivals.

J. ICE - Vendors will be responsible for purchasing and supplying their own booths with ice. Ice on the park grounds at the beverage booths has been purchased by Sombrero Festival, Ltd. for the purpose of stocking the soda/water booth and the beer booths. In the event that a vendor is in a bind and in need of ice, Sombrero Festival, Ltd., at its sole discretion, may elect to sell ice to a vendor, subject to the needs of Sombrero Festival, Ltd. Prices and quantity limits are at the discretion of Sombrero Festival, Ltd. Should Sombrero Festival, Ltd. elect to sell ice to a vendor, the vendor purchasing the ice will be responsible for picking it up at a location designated by Sombrero Festival, Ltd. Sombrero Festival, Ltd. will not be responsible for delivery of ice to any vendor(s).

K. Sell from within your booth only. Selling is not permitted from outside of the booth, only the customer may be purchasing from the outside, all persons selling, serving, preparing food, handling money, etc. are to be doing so from within the space designated for your booth.

L. YOU ARE RESPONSIBLE for your staff, employees, volunteers, suppliers, delivery people, etc. Anyone coming to the park who is associated with you, your booth or operation, whether they are your staff, employees, volunteers, family members, delivery people, suppliers, etc., if their purpose of being at the park is related to your operation, you are responsible for them, their words, actions, etc. Ensure if you arrange to have any products delivered to you at the park that your delivery people have the required wristbands for admission, or that you meet them at the gate to receive your product. Your suppliers are not allowed to offer their products for sale to other vendors or the general public on park grounds.

M. SOMBRERO FESTIVAL, LTD. RESERVES THE RIGHT TO REQUIRE ADDITIONAL DEPOSITS, KEEP DEPOSITS, AND CANCEL CURRENT OR FUTURE CONTRACTS FOR ANY INFRACTION OF THESE RULES & REGULATIONS AT OUR SOLE DISCRETION.