



FOOD AND MERCHANDISE VENDOR APPLICATION FORM  
**DEADLINE TO APPLY MONDAY, MARCH 16, 2020**

**Fiesta Fiesta** | Thursday, April 16, 2020  
**Parade Fan Zones** | April 24 & 25, 2020 (2-Day Activation)

Name \_\_\_\_\_

Business/Organization Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Day Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ E-mail Address \_\_\_\_\_

Food/ Merchandise Description (*please provide a description AND PHOTOS of the food or merchandise you plan to sell. If a food item, please provide cost as well*)

**Food:**

Type:

Cost:

**Merchandise:**

Type:

I will need:

☐ Electricity

☐ Water

*Food Vendors will be chosen at the discretion of the Fiesta Commission with an emphasis on providing the public with a variety of food choices.*

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**Food Booth / Food Truck Fees:**

- ☐ Reserve one 8X8 Booth \$750 (booth fees include all relevant permit fees)
- ☐ Food booth - 2<sup>nd</sup> booth for set up/grill purposes - \$400
- ☐ Food Truck (electricity provided) - \$750

**Retail Vendor / License to Roam**

- ☐ Reserve one 10X10 Space – \$195
  - Larger space is charged by square footage
  - Vendors must operate turnkey—supply own tables and chairs
  - Roaming vendors (FIESTA® FIESTA only) – valid for ONE (1) transportable station

*Retail vendors will be chosen at the discretion of the Fiesta Commission with an emphasis on providing the public with a variety of merchandise choices. Photos of merchandise must be submitted prior to approval.*

**Once approved as a vendor all payments are due on or before Monday, March 23, 2020**

- **Make check or money order payable to:** Fiesta San Antonio Commission Attention: Suzi Otis, 2611 Broadway San Antonio, TX 78215

**Office Use Only**

Booth Fee Paid \_\_\_\_\_

Cash/Check# \_\_\_\_\_

Date Received \_\_\_\_\_



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**Vendor Rules and Regulations**

1. **Food Vendors** will be provided with an 8' X 8' booth.
2. **Retail Vendors** will be provided a 10X10 placement space – you must supply your own table for selling
3. Vendors will be permitted to enter the closure and set up between the hours of 10am to 1pm ONLY. Must be event ready by 2:00pm. Loadout begins at 10:00p.m.
4. Vendors must keep all products within rented booth space.
5. Vendors using a bar-b-que pit or grill will be required to rope or barricade area to protect attendees.
6. Vendors are not permitted to smoke in the rented booth space.
7. Vendors are not permitted to have or drink alcohol within the rented booth space.
8. Food Vendors will only be permitted to sell the food items approved by the Fiesta San Antonio Commission or its representatives.
9. Food Vendors will be required to place plastic or plywood on the ground below the rented booth space.
10. Vendors may accept cash or credit card payments.
11. Trash must be discarded into the designated event dumpster immediately. Wash and bleach water must be disposed of in designated disposal containers. All cooking grease and grease produced by cooking must be retained by the Vendor and disposed of in proper locations off the event site.
12. **No children under fifteen (15) are permitted in the rented booth space.**
13. Vendors should be careful to protect all grass/landscaped areas.
14. Food Vendors are not allowed to sell any beverages such as but not limited to- sodas, waters, juice, energy drinks, etc.
15. If electricity is available, Vendor must provide its own heavy-duty extension cords.
16. Returned checks are subject to a \$35 NSF fee.
17. All Vendors are responsible for collecting/paying Texas State Sales Tax as applicable to their product.
18. Parking/loading space will be provided within the event area during setup and tear down. No PARKING OR LOADING will be permitted on city streets surrounding the event,
19. Submission of the application does not guarantee acceptance due to limited space.
20. THERE WILL BE NO RAIN DATES.



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21. In the case of Vendor cancellation, the Vendor must personally notify the Fiesta Commission in writing at least two weeks prior to the event to receive application credit. If the Vendor cancels less than two weeks prior to the event, no fees will be refunded. In all instances of cancellation, no permit fees will be refunded.
22. Termination. This agreement shall automatically terminate upon the end of the Event. The Commission shall have no further obligation to the Vendor in connection with subsequent Commission Events in future years.
23. Ordinance. As the rights of the Commission as the official coordinating entity for the Event are controlled by the City of San Antonio Ordinance #2018-12-13-1019, as amended from time to time, Vendor further agrees to comply with the terms and conditions contained in such Ordinance and related contract between the Commission and the City of San Antonio.
24. Prohibited Acts. Vendor shall not distribute or advertise any product or service that is not consistent with the "family friendly" character of Fiesta®. Vendor shall comply fully with all applicable federal, state, and local regulations. It further shall limit its products and services to those specifically authorized in Exhibit "A."
25. Miscellaneous.
  - a. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
  - b. This Agreement shall not be assignable by the Vendor without the express written consent of the Commission.
  - c. This Agreement shall be governed by the laws of the state of Texas and shall be performable in San Antonio, Bexar County, Texas.
  - d. This Agreement contains the entire understanding of the parties with regard to the subject matter herein addressed, and it may not be modified in any fashion except by written instrument executed by both parties hereto.
  - e. Vendor agrees to be liable for its respective acts, omissions and obligations under this Agreement and indemnifies and holds the Commission (including its officers, participating organizations, and employees) harmless for any such acts, liabilities, omissions, claims or obligations. Any indemnity hereunder shall also inure to the benefit of the City of San Antonio. This indemnity shall survive the termination of the Agreement.
  - f. Nothing contained herein shall be deemed or construed to create any partnership or joint venture between Vendor and Commission. All activities by each party or its subcontractors under the terms of this Agreement shall be carried on by such or its subcontractors, as an independent contractor and not as an agent for or employee of the other party hereto. Under no circumstances shall any employee of each party or employee of its subcontractors be deemed or construed to be an employee of the other party. Neither party shall be liable for any injuries or damages incurred by the other party, or the other party's subcontractors, as a result of the other party's activities in the performance of this Agreement.



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**\*if set up is outside the parameters approved and paid for, vendor will be asked to remove additional set up or pay additional fee\***

The Vendor releases the Fiesta San Antonio Commission and its agents, and the City of San Antonio, from any liability due to breakage, theft, injury, or bodily harm while at Fiesta Fiesta®. The Vendor also agrees to the rules and regulations of Fiesta Fiesta!®.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

Vendor Name Print \_\_\_\_\_



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EXHIBIT "A"

Fiesta® Venues:

1. Vendor will receive a \_\_\_\_\_ space at the following location(s):
  - a. Food Vendors – Alamo St. and within Hemisfair
  - b. Retail Vendors – within Hemisfair Park
2. Products: It is our understanding that this space will be used solely for sale display and sampling of: as listed above \_\_\_\_\_. No other product may be displayed or advertised.
3. Booth spaces are reserved in order received and based on space requirements. Booth locations are at the discretion of the Fiesta Commission.
4. The Commission requests that all walkways be kept clear. You may not alter the booth space, and booths must be left clear of trash after breakdown. Any materials left after breakdown will be removed at the expense of the Vendor.
5. Use of the Fiesta Commission logo (IP) in any way is strictly prohibited
6. Vendors must provide their own materials. Commission is providing exhibitors with a designated Vendor space only. Tables, chairs, tenting and all additional materials are the responsibility of each Vendor. Electrical accommodations must be coordinated with each event coordinator or PMO sponsor on an individual basis.