



# Saint Paul Festival & Heritage Foundation

## 2019 Cinco de Mayo- West Side Saint Paul

### Merchant/Small Business/Nonprofit Vendor Application



**Dear Prospective Cinco de Mayo- West Side Saint Paul Vendor:**

Welcome to the Vendor Application for the 2019 Cinco de Mayo-West Side Saint Paul, proudly produced by the Saint Paul Festival & Heritage Foundation. Cinco de Mayo-West Side Saint Paul attracts over 45,000 visitors every year through family-friendly events, entertainment, food, and more. This year's festival will be on **Saturday, May 4, 2019, from 9 AM until 4 PM**. Looking to be part of the spiciest event in Minnesota? Complete and return the enclosed application with full payment by Friday, April 5th, 2019.

#### **The Vending Application Process**

To become a vendor, complete and return the enclosed application with full payment by Friday, April 5th, 2019. Applications received (postmarked) after April 5, 2019 will be charged an additional \$100 per booth space. Below is a brief outline of some of the specific rules listed in your Vending Contract with Cinco de Mayo Westside Saint Paul Produced by the Saint Paul Festival and Heritage Foundation (herein called SPHFH). Abiding by these rules will assist you not only in making the event as profitable as possible, but will ensure your participation in future celebrations:

**Set-up Time: Saturday, May 4, 2019 from 6 AM to 8 AM**  
**Show Hours: Saturday, May 4, 2019 from 9 AM to 4 PM**  
**Tear Down/Check out: Saturday, May 4 from 4 PM to 5:30 PM**

Deposits will be returned at check-out after percentage fees, if applicable, are collected and your area is inspected for cleanliness. Failure to check-out forfeits the return of your deposit.

#### **All vendors are responsible to provide the following:**

Tents, Tables, Chairs, Electricity (i.e. Generator, Propane, etc.), unless rented from SPHFH. Enclosed Application, Fees, Appropriate Permits, Licenses, Minnesota Department of Revenue Operator Certificate of Compliance, and Proof of Liability insurance naming Saint Paul Festival and Heritage Foundation as an Additional Insured. Remember to list all items you wish us to consider for your vending. No additions at time of event.

#### **Exclusivity for Approved Vendors:**

Cinco de Mayo Westside Saint Paul protects the interests of its authorized vendors by allowing only Cinco de Mayo Westside Saint Paul approved vendors to participate. With a block permit issued by the City of St. Paul, Cinco de Mayo Westside Saint Paul controls all outside vending within 2000 feet every direction of the outer perimeters of the event. City Licensing staff, the St. Paul Police Department and our Staff/Committee will be checking every vendor for the Official Cinco de Mayo Westside Saint Paul designation as well as all City of St. Paul Permits required by law.

#### **A sustainable and environmentally friendly festival:**

Cinco de Mayo Westside Saint Paul is engaged in new initiatives to create a sustainable and environmentally friendly festival and we want you to help! We are encouraging all our vendors at Cinco de Mayo West Side Saint Paul to take any steps they can to create an environmentally friendly booth space. Some of the easiest ways to do this are; using recyclable/reusable materials in your booth space, reducing your food waste, utilizing event recycling, using a bio-diesel generator, using locally owned and grown products, and more! We are more than willing to help point you in the direction of resources that are available to make your Cinco de Mayo Vendor Booth the greenest on site!

*If you have questions about the application, please contact Abby Soderholm at 651-223-7405 or [events@spfhf.org](mailto:events@spfhf.org)*

## Merchant/Small Business/Nonprofit Vendor Application

<b>Vendor Name</b>			
<b>Applicant Name</b>			
<b>On-Site Contact Name</b>		<b>Cell Phone #</b>	
<b>Mailing Address</b>		Street Address	
		City	State
		Zip Code	
<b>Contact Information</b>		Daytime Phone #	E-mail Address
		Cell Phone #	Fax Number
<b>Tax and I.D. Numbers</b>			
MN Sales Tax I.D. #		Federal I.D. # or Tax Exempt #	
<b>Write Proposed Product &amp; Sales Price or Service below (if Service, describe type of Attach a separate sheet for additional information as required.</b>			
<b>Space Required (must include all linear space, including trailer tongue, tent ropes, etc):</b>			
Space is limited so please describe EXACT dimensions.			
<b>Describe your set-up. Do you have a cart, trailer, tent, or something else? **MUST INCLUDE A PICTURE OF SET-UP**</b>			

*The Saint Paul Festival and Heritage Foundation has the right to deny entry of any of the products listed above. Vendor will be notified of any Product changes by SPFHF. SPFHF has the right to enforce the above statements. Any new products must be approved in writing by SPFHF prior to the Event date - May 4<sup>th</sup>, 2019.*

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**Make Out Two (2) Checks Payable to:**
**Saint Paul Festival and Heritage Foundation, 75 W. 5<sup>th</sup> St. #429, Saint Paul, MN 55102**
**Check #1: BOOTH SPACE FEES PER 10' X 10' Space**

<b>Booth Fees:</b>	<b>Fee Per Space</b>	<b># of Spaces</b>	<b>Total</b>
<b>Merchant Space Fee</b>	<b>\$430.00</b>		<b>\$</b>
<b>Small Business Space Fee</b>	<b>\$430.00</b>		<b>\$</b>
<b>Nonprofit Space Fee</b>	<b>\$250.00</b>		<b>\$</b>
Registration after April 5, 2019	<b>Add \$100.00</b>		<b>\$</b>
<b>TOTAL FEES FOR SPACES</b>			<b>\$</b>

*\*All nonprofits must provide proof of status upon submitting application.*

**Check #1 Continued: Equipment Rental Fees**

<b>Equipment Description</b>	<b>Package Price</b>	<b>Quantity</b>	<b>Total Price</b>
One (1) Table and two (2) Chairs Package	<b>\$100.00</b>		<b>\$</b>
One (1) 10' X 10' Tent Package	<b>\$250.00</b>		<b>\$</b>
One (1) Table & two (2) Chairs & One (1) 10' X 10' Tent Package	<b>\$300.00</b>		<b>\$</b>
Generator/Electricity	<b>TBD</b>		<b>\$</b>
<b>Total Equipment Rental Fees</b>			<b>\$</b>
<b>Check #1 Grand Total</b>			<b>\$</b>

**Check #2: Clean-up and Security Deposit Check Fee (available for pick up at end of Event if space is clean)**

**\$100.00**

I agree to indemnify and hold harmless SPFH Board, Fanfare Attractions, their affiliates, all volunteer members, St Paul Parks and Recreation Board, City of St. Paul, contracted staff, Festival Sponsors, and all their Officers, agents, and their employees for damage, injury or loss to any person or property related to my participation in Cinco de Mayo West Side Saint Paul, produced by SPFH.

I have read, understood and agreed to the conditions stated in this application and the Rules and Regulations for All Vendors. I have provided truthful and complete information.

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Application Checklist

Before you submit your application, make sure it's complete using our checklist below.

- |   |  |
|---|--|
| <input type="checkbox"/> Completed Application<br><input type="checkbox"/> Picture of Set-up<br><input type="checkbox"/> Certificate of Insurance | <input type="checkbox"/> Check #1 for Vendor Fees and Equipment Rental<br><input type="checkbox"/> Check #2 for Clean-up and Security Deposit<br><input type="checkbox"/> Minnesota Department of Revenue Operator Certificate of Compliance ST-19 |
|---|--|

## Merchant/Small Business/Nonprofit Vendor Application

***Saint Paul Festival and Heritage Foundation (SPFHF) and Cinco de Mayo Westside St. Paul (Event) reminds all vendors to treat our visitors as you would want to be treated. Our visitors come first. Please provide prompt, efficient and courteous customer service.***

1. Vendor Applications and payments must be received by Friday, April 5, 2019. There is an additional charge after Friday, April 5, 2019. Sign and return the Vendor application to SPFHF; 75 West 5<sup>th</sup> Street, #429; Attn: Vendor; St. Paul, MN 55102, so that it is postmarked by Friday, April 5, 2019. Please make a copy of the application and retain one copy for your records. This is an invitation to participate. Checks will be cashed upon application arrival, and refunds will be given to any vendors that are not accepted.
2. All business or other activity for which Vendor has rented space must be conducted in a professional way within your designated area only. No distribution of literature, sales or sampling may be done by strolling through the event grounds without prior written approval. Noise levels must be kept to a reasonable limit. The SPFHF reserves the right to enforce noise limits.
3. Vendor space is limited. SPFHF will strictly enforce space size rented to all Vendors. Please describe exact dimensions of required space, i.e.; Tent Ropes, Trailer, Tongue; Bumpers, etc. (attach drawing for best placement). Vendor may use assigned space. All unauthorized use of space will be charged a penalty fee along with the additional space fee prior to opening on Saturday or may be expelled from the event by SPFHF. Any additional fees for removal will be paid by the Vendor at time of removal. No changes in space size will be allowed on the day of the event.
4. Vendors agree that all fees paid to SPFHF are non-transferable and that no vendor space may be sublet, reassigned or otherwise transferred to a third party without prior written approval.
5. The SPFHF exclusively manages the sale of **all beverages**, including, but not limited to soda (pop), water, tea and alcoholic beverages.
6. Vendors must provide all furniture, chairs, tents, electricity and other equipment necessary for their own space, unless previous arrangements are made. SPFHF, its staff, employees and volunteers assume no responsibility for any financial loss, theft, injury, or for the return of any rental equipment other than their own. All generators or electrical requirements must be requested before Friday, April 5, 2019 by written request. Vendors are responsible for compliance with any and all Federal, State, and Local laws, statutes, ordinances, rules and regulations regarding the use of electrical service.
7. All Vendors must submit a separate check with their application for Security/Clean-up deposit. This check is \$100.00 for each Vendor space applied for, and will be made payable to SPFHF. The Security/Clean-up deposit checks will be returned to the Vendor only if the Vendor pick-ups their check before 5:30 PM provided their space is appropriately clean, debris free and all Rules and Regulations have been complied with. If the requirements are met and the deposit check is NOT picked up, the deposit check will be destroyed.
8. Vendor check-in begins at 6:00 AM on Saturday, May 4, 2019. No vendors are allowed on the premises of the Event, prior to 6:00 AM. All Vendors must check in prior to 8:00 a.m. in order to secure assigned space. Any Vendors not checked in by 8:00 AM waive their right for assigned space and may be moved to another location. SPFHF reserves the right to change location of a Vendor's assigned space at any time at the discretion of SPFHF. All approved Vendors are required to be completely set up, open, staffed, and fully operational by 9:00 AM on the day of the event, and remain fully operational and intact until 4 PM or as directed by the SPFHF.
9. Limited off-site parking for vendor vehicles is available on a first come, first served basis. Storage vehicles (trucks, cars, etc.) must be parked off festival grounds in a legal parking space. Vendors assume all responsibility and liability for parking any vehicles in any No Parking Area. Removal of posted "No Parking" signs will be prosecuted to the fullest extent of the law. SPFHF cannot, and will not take responsibility for any violations where citations are issued for vehicles illegally parked.
10. Please remember that the Event takes place on property controlled by the Ramsey County, St. Paul Park and Recreation Board, and the City of St. Paul. All rules of these agencies are strictly enforced by SPFHF. Any Vendor found in violation of these rules, regulations, or ordinances may be expelled from the festival without refund or compensation. Vendor is also responsible for any expenses incurred by said governmental body or expenses resulted in fines to SPFHF.
11. It is the responsibility of each Vendor to secure any and all permits and licenses (i.e. St. Paul Health Permit, Minnesota Sales Tax, etc.) necessary. The Vendor understands that they are solely responsible for calculating and reporting to the Internal Revenue Service and the Minnesota Department of Revenue all taxes arising from the sale of taxable items at the festival. All Food Vendors must provide copies of all required State/City licenses and permits. **All Vendors must supply a copy of their State of Minnesota Health Permit (if applicable), Special Permits (if applicable), and Minnesota Department of Revenue Operator Certificate of Compliance to SPFHF by application deadline.**

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12. The Vendor affirms that they do not discriminate in hiring, employment, participation or services rendered based on the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sexual orientation, marital status, disability or as otherwise specified by governing law.

13. All Vendors will list a detailed description of all items that they intend to sell at the Event. There will be a limited number of "same kind" Vendors. SPFHF reserves the right to restrict any items offered for sale. Food and items listed on permit **cannot** change without prior authorization.

14. Representatives from SPFHF will be randomly testing products offered by Food Vendors in order to assure quality of the products and the portion size at the given price point.

15. Acceptance as a Vendor by SPFHF does not imply endorsement or affiliation of the organization. Vendors may not use SPFHF name and/or logos (including the Cinco de Mayo Westside Saint Paul Logo) without prior written approval. Any radio, Facebook, Twitter, Social Media, internet, or other electronic transmissions including, but not limited to, videotaping and photography of any kind for public use or personal gain is forbidden without prior written approval.

16. SPFHF reserves the right to accept, alter, change, or reject in its entirety any Vendor agreement if said Vendor agreement does not meet specified requirements based on Vendor category selection and/or contains incomplete, incorrect or misleading information or any element that may be considered a violation of SPFHF, Federal, State, County, or City, rules, regulations, ordinances, statutes or law.

17. **All applicable Vendors must submit proof of liability insurance listing SPFHF as an "additional insured" to the SPFHF, with ten (10) days written notice of any policy cancellation or material change in policy terms.** No Vendor will be permitted to set up if SPFHF has not received proof of liability insurance as herein described by application deadline, potentially without refund or compensation of any pre-payment(s) made. All Vendors (unless specifically indicated) are required to carry commercial general liability insurance coverage on their activities/operations with a minimum of one million dollars (\$ 1,000,000) combined single limits per occurrence and two million (\$ 2,000,000) annual aggregate, insuring against claims for bodily injury and property damage.

18. During set-up time, one lane of traffic must remain open on all streets for emergency vehicles access. No vehicles may be in the festival footprint after 8:00 AM. SPFHF reserves the right to have vehicles ticketed and/or towed at the owner's expense and responsibility that remain on the festival footprint after 8:00 AM. At the end of the Event, Vendor vehicles will not be allowed on the event footprint until it is determined by the St. Paul Police Department that the footprint is safe for vehicular traffic. **Any vendor moving barricades or entering streets clearly marked as closed may be subject to citation and/or fine; expulsion from the event without refund or compensation; forfeiture of security/clean-up deposit; and/or disqualification for participation in future events.**

19. This is an application. You are not considered a vendor until you receive a confirmation email from the Saint Paul Festival and Heritage Foundation stating your acceptance. Letters of confirmation will be e-mailed prior to the Event. If you have any questions please contact Abby Soderholm at 651-223-7405 or [events@spfhf.org](mailto:events@spfhf.org)

20. Sign and return the two (2) page application by the Vendor application deadline. Please make a copy of the application and retain one copy for your records. This application is an invitation to participate.