



Saint Paul Festival & Heritage Foundation
2020 Cinco de Mayo- West Side Saint Paul
Merchant/Small Business/Nonprofit Vendor Application Information Sheet
PLEASE KEEP THIS SHEET FOR YOUR RECORDS



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

Welcome to the Vendor Application Information Sheet for the 2020 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 2, 2020, from 9 AM until 5 PM**. Looking to be part of the spiciest event in Minnesota? Review and keep this information sheet with more details. Then, complete and return the separate application with full payment by Friday, April 3rd, 2020.

The Vending Application Process

To become a vendor, complete and return the separate application sheet with full payment by **Friday, April 3rd, 2020**. Applications received (postmarked) after April 3, 2020, 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 in not only making the event as profitable as possible but will ensure your participation in future celebrations.

Set-up Time: Saturday, May 2, 2020 from 6 AM to 8 AM

Show Hours: Saturday, May 2, 2020 from 9 AM to 5 PM

Tear Down/Check out: Saturday, May 2, 2020 from 5 PM to 6:30 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. Completed 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 Alyssa Klahsen at 651-223-7405 or vendor@spfhf.org



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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 3, 2020**. There is an additional charge after Friday, April 3, 2020. Sign and return the separate vendor application to SPFHF; 75 West 5th Street, #429; Attn: Vendor; St. Paul, MN 55102, so that it is postmarked by Friday, April 3, 2020. 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 3, 2020 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 6:30 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 2, 2020**. No vendors are allowed on the premises of the Event, prior to 6:00 AM. All Vendors must check in prior to 8:00 AM 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



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fully operational and intact until 5 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.**

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



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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. The Festival is held rain or shine. Vendor cancellation requests must be received 2 weeks prior to event date to be considered for a refund, any cancellations after this point, will not receive a refund. Refunds will not be provided due to weather. Applications that are not accepted will receive a full refund.

20. 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 Alyssa Klahsen at 651-223-7405 or vendor@spfhf.org.

21. Sign and return the separate 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.

Application Checklist

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

- Completed Application
- Check #2 for Clean-up and Security Deposit
- Certificate of Insurance
- Check #1 for Vendor Fees and Equipment Rental
- Picture of Set-up
- Minnesota Department of Revenue Operator Certificate of Compliance ST-19



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MINNESOTA • REVENUE

ST19

Operator Certificate of Compliance

Read the information on the back before completing this certificate. **Person selling at event:** Complete this certificate and give it to the operator/organizer of the event. **Operator/organizer of event:** Keep this certificate for your records.

Do not send this form to the Department of Revenue.

| | | | | |
|---------------|---|--|-------------------------|---------------------|
| Print or type | Name of business selling or exhibiting at event | | Minnesota tax ID number | |
| | Seller's complete address | | City | State Zip code |
| | Name of person or group organizing event | | | |
| | Name and location of event | | | |
| | Date(s) of event | | | |

| | |
|------------------|--|
| Merchandise sold | Describe the type of merchandise you plan to sell. |
| | _____ |
| | _____ |

| | |
|---------------------------------|---|
| Sales tax exemption information | Complete this section if you are not required to have a Minnesota tax ID number. |
| | <input type="checkbox"/> I am selling only nontaxable items. |
| | <input type="checkbox"/> I am not making any sales at the event. |
| | <input type="checkbox"/> I participate in a direct selling plan, selling for _____ (name of company), and the home office or top distributor has a Minnesota tax ID number and remits the sales tax on my behalf. |
| | <input type="checkbox"/> This is a nonprofit organization that meets the exemption requirements described below: _____ Candy sold for fundraising purposes by a nonprofit organization that provides educational and social activities for young people primarily aged 18 and under (MS 297A.70, subd. 13[a][4]). _____ Youth or senior citizen group with fundraising receipts of \$10,000 or less per year (MS 297A.70, subd. 13[b][1]). _____ A nonprofit organization that meets all the criteria set forth in MS 297A.70, subd. 14. |

| | | |
|-----------|--|---------------------------|
| Sign here | <i>I declare that the information on this certificate is true and correct to the best of my knowledge and belief and that I am authorized to sign this form.</i> | |
| | Signature of seller | Print name here |
| | Date | Daytime phone () |
| | _____ | _____ |

PENALTY — Operators who do not have Form ST19 or a similar written document from sellers can be fined a penalty of \$100 for each seller that is not in compliance for each day of the selling event.