



La Plaza's **36th FIESTA Indianapolis**
 Saturday, September 17, 2016
 12 noon to 10 p.m.

INFORMATION BOOTH AGREEMENT

Organization:	
Address:	
Telephone:	Contact Person:
Email Address:	

This agreement made this ____ day of _____, 2016, by and between La Plaza, Inc., (“La Plaza”) and _____ (the “Information Booth”). Whereas, La Plaza will present a Hispanic Festival known as *FIESTA Indianapolis* at the American Legion Mall and Veterans Memorial Plaza, Indianapolis, Indiana on September 17, 2016, and

Whereas, the Information Booth vendor desires to participate in *FIESTA Indianapolis*.

Now, Therefore, it is agreed that:

- Selection.** La Plaza will make the sole and final determination of Information Booths participating in *FIESTA Indianapolis*.
- Participant Fee.** A registration fee of \$_____ is required to help defray the expenses of the festival. *******This fee is payable with this signed agreement. Checks/payments should be made payable to La Plaza. ALL FEES are due prior to the event - NO exceptions.**
- Application Deadline: AUGUST 19, 2016**

Please return completed form no later than **August 19, 2016**. Any contract received after August 19, 2016, must include an additional \$25.00 Late Processing Fee.

Payment for booth space will not be accepted the day of the festival, nor will booth space be allotted in the event of non-payment.

4. **Consideration.** In consideration of the right to participate in La Plaza's *FIESTA Indianapolis*, Vendor agrees to pay La Plaza \$_____ upon the signing of this agreement; and in consideration of the payment of the \$_____ by Vendor, La Plaza agrees to allow Vendor to participate in *FIESTA Indianapolis*; and both Vendor and La Plaza agree to the following:
5. **Location of the Booth.** The Information Booth shall set up its stand at the location specified by La Plaza. La Plaza reserves the right to assign location. **Absolutely no changes will be made to booth locations on the day of the festival. No refunds will be given in the event of a dispute over booth location.**
6. **Set Up Time.** The Information Booth's stand shall be set up and the Information Booth shall be ready for business by 11:00 a.m. ***Each Information Booth must be responsible for the decoration of their own booth, (minimum required: table cloth and skirt).*** The Information Booth shall not dismantle its stand until 6:00 p.m., regardless of availability of product, so as not to disrupt *Fiesta Indianapolis*. **The Information Booth shall check-in at the La Plaza Information Tent at 10:00 a.m. at the American Legion Mall and Veterans Memorial Plaza upon arrival. The Information Booth shall arrive no later than 11:00 a.m.**
7. **Deliveries.** No vehicular traffic will be allowed on the American Legion Mall and Veterans Memorial Plaza on the day of La Plaza's *FIESTA Indianapolis*. Except as otherwise directed by the police, the Information Booth shall park all delivery vehicles only in legal parking areas surrounding the American Legion Mall and Veterans Memorial Plaza. All deliveries to the Information Booth's stand after such time shall be made by push cart or by hand. Parking limitations will be strictly enforced.
8. **Tables.** One table (6'x 3') and two chairs will be provided. Booth/Table **cannot** be shared or sublet with another organization or individual. **No tents** allowed over or near the table.
9. **Publicity.** La Plaza shall include the Information Booth in the list of participating Information Booths in the printed brochure, if contact is confirmed by August 19, 2016. La Plaza does not guarantee that the Information Booth will be mentioned in newspaper advertisements or press releases.
10. **Indemnification.** The Information Booth agrees to indemnify and hold La Plaza harmless from any liability whatsoever arising out of the actions of the Information Booth, its employees, and agents.

11. **Cancellations.** The Information Booth hereby agrees that La Plaza may cancel *FIESTA Indianapolis*, in the event of inclement weather, riot, strike, insurrection, war, injunction, or other court order, or any other event or matter beyond the control of La Plaza which in the opinion of La Plaza would make holding *FIESTA Indianapolis* impossible or impractical. Information Booth agrees to cease all operations, including the selling of all items, upon official termination of La Plaza's *FIESTA Indianapolis*.
12. **Risk of Loss.** The Information Booth hereby agrees to bear all risk of loss occasioned by or arising out of the fact that La Plaza's *FIESTA Indianapolis* may be canceled or terminated under the provision of the agreement and that La Plaza shall not be responsible for any losses suffered by the Information Booth by reason of any such cancellation or termination.
13. **For Cause Termination.** Vendor agrees that La Plaza shall have the right to terminate this agreement upon the actual breach or actual default by Vendor in the reasonable performance of Vendor's obligations and duties under this agreement and the failure of Vendor to cure the same within two days after good faith notification by written or oral notice from La Plaza specifying such breach or default; and provided that Vendor has not cured the default or breach within the two day period, La Plaza may then give written or oral notice of its election to terminate one day after the cure period.
14. **Governing Law.** This Agreement shall be governed by and shall be subject to the laws of Indiana; as such laws exist at the time of the execution of this Agreement.
15. **Severability.** The various provisions of the Agreement are severable and, if any provision is held to be invalid and unenforceable under any applicable local, state or federal law, the remaining provisions of this Agreement shall continue to be applicable and binding on the parties as though any such invalid or unenforceable provision had not been included in this Agreement, and such void or voidable provisions shall not affect the balance of the Agreement which shall remain fully enforceable as if said void or voidable provision had been deleted by mutual consent of the parties.
16. **Captions.** Titles or captions of Articles, sections, or provisions contained in the Agreement are inserted only as a matter of convenience and for reference, and in no way define, extend or describe the scope of this Agreement or the intent of any provision hereof.
17. **Entire Agreement.** Each of the parties hereby represents that he or she has read the foregoing Agreement in its entirety and has signed the same as his or her free and voluntary act or deed. This Agreement contains the entire agreement of the parties in anticipation of the event and all prior and concurrent agreements and understandings are merged into this Agreement. This agreement may be executed with one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

18. **Amendment/Modifications.** The parties agree that this Agreement may be modified or amended in whole or in part only by the mutual written consent of both parties evidenced by a written agreement signed by both parties.
19. **Attorney's Fees.** In the event of litigation between the parties to this agreement, the prevailing party shall be entitled to recover interest as may provided by law, court costs, and reasonable attorney's fees.
20. *****NEW*** Volunteers.** Volunteers for your booth are **not** La Plaza *FIESTA Indianapolis* volunteers. They do not receive the same benefits as La Plaza *FIESTA Indianapolis* volunteers, such as bottled water, snacks, or t-shirts. Please communicate this with your volunteers.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

Signed:

_____ Date _____ Information Booth _____ Date

La Plaza, Inc. _____

Electrical Needs (Please fill out carefully)

FIESTA Indianapolis will not guarantee, but will make an effort to provide information booths with electrical hook-up(s). Please let us know what your needs are. **ELECTRICAL REQUESTS MUST BE RECEIVED BY AUGUST 19, 2016. Electricity is not guaranteed if request is received after August 19, 2016.**

Are any electrical hook-ups needed? Yes___ No___. There is a \$25.00 charge per outlet payable prior to the event. On site requests are \$50.00 per outlet. No pull start generators are permitted by code. You will need to provide your own extension cord to the electrical box.

Number of Pieces	Equipment Description	Amperage
<u>EXAMPLE</u>	<u>Computer, lights</u>	<u>5 amp, 120 volt</u>

Return this contract with payment by August 19, 2016 to:

La Plaza, Inc.
 Attn: FIESTA Indianápolis 2016
 8902 E. 38th Street
 Indianapolis, IN 46226