

**FESTIVAL BETANCES 2019**  
**Artisan and Vendor OR Informational Table**  
**CONTRACT**

This document serves to define the contractual relationship between IBA - **Inquilinos Boricuas en Acción** ("IBA Parties") and \_\_\_\_\_ and/or its agents; hereby referred to as "Vendor". As of the date below, Vendor has entered into this contract with IBA to provide vending at Festival Betances 2019 (Saturday, July 20th & Sunday, July 21st).

Payments are to be made by no later than **Friday July 5, 2019**. Should the Vendor fail to provide payment in full no later than 15 business days prior to event date, IBA may, at its sole discretion, cancel the agreement and rental and withhold any or all of the deposit without any further notice than this contract.

Vendor agrees to comply with all applicable laws and regulations of the United States, the Commonwealth of Massachusetts, and the City of Boston, and to refrain from any practice, which would increase the risk of fire and other hazards. All fees are the responsibility of the Vendor. Vendor must also comply with all reasonable rules and regulations promulgated by IBA relative to the use of the premises, and must not permit any use of the licensed premises which is improper, offensive, contrary to law, results in any nuisance or breach of the peace, or which is liable to invalidate or increase the cost of IBA's insurance. Any violations of the terms set forth in this agreement, as determined by IBA staff and or in collaboration with local police enforcement, constitutes Vendor's complete forfeiture of a refundable deposit and/or termination of event vending permit.

Vendor covenants and agrees not to transfer this license or to sublicense the whole or any portion of the licensed property. Any transfer or sublicense of this license agreement or the rights of Vendor hereunder shall render this agreement null and void, and IBA shall be entitled to retain any deposit by Vendor.

Vendor agrees to pay, indemnify, hold harmless and defend IBA and its officers, boards, agents, servants and employees (the "IBA Parties"), from and against any and all claims, actions, suits, liability, loss, and expense, including reasonable legal expenses, arising from this license agreement or the occupation and use of the Vending spaces assigned, or any neighboring property, by the Vendor, it's agents, employees, students, family members, friends and invitees, including injury to persons or property.

The provisions of the preceding sentence shall not apply to the extent any such loss; liability or claim arises from the gross negligence or willful misconduct of the IBA parties.

**Please initial each Statement that applies to you:**

A. \_\_\_\_\_ I agree to pay IBA the amount of \_\_\_\_\_ for one Artisan, Vending (Merchandising) or Informational Table, as outlined and defined by my selection on my approved registration form.

- B. \_\_\_\_\_ I agree to include payment of the total value in the form of a *money order or certified bank check or pay online* **NO LATER THAN FRIDAY, JULY 5th, 2019.**
- C. \_\_\_\_\_ I understand that I am responsible for cleaning the premises before leaving; this includes disposing of trash *each day before vacating the premises at no later than 9:30pm in approved and designated receptacles.* IMPORTANT – Informational Tables do not include receptacles.
- D. \_\_\_\_\_ I understand that **no specific location of the Table Space will be promised to me** and that I will not take possession of a table space until the date of the event when I am told which one I will be assigned to. I understand that sales will only take place from my assigned spot and that my assigned spot is stationary and cannot be moved outside or around during Festival hours. If I do take possession of a Table space before it is assigned to me, I understand that IBA **WILL MOVE ME** at its sole discretion.
- E. \_\_\_\_\_ I understand that check-in time is on Saturday (10AM) and Sunday is (11aM), no later than 12:00 PM. I will not be allowed to set up after this time.
- F. \_\_\_\_\_ I will complete sales by 9:15PM on Saturday and 8:15PM on Sunday. Clean and leave the premises at no later than 10:00PM on both dates. Failure to do so will result in the removal of the items.
- G. \_\_\_\_\_ IBA will provide me with a 6-foot table and 2 chairs. Parking will not be provided. As a result, I am responsible for setting up on time and seeking appropriate parking in accordance with South End street guidelines. Vehicles in the Plaza Betances are not allowed. I also understand that IBA will not provide any parking spots or storage space at any point.
- H. \_\_\_\_\_ I will not sell or consume any type of alcoholic beverages for the duration of the Festival. If I am caught doing so, I will be asked to leave immediately and **my full payment will be forfeited.**
- I. \_\_\_\_\_ I understand that IBA, its Staff, and Board are not responsible for the loss or damage of any Equipment, and/or expected sales.
- J. \_\_\_\_\_ I understand that I will only sell items as described in my approved registration form.

My signature below indicates that I have completely read this contract and agree to abide by all its terms.

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date