

Terms and Conditions for Vendor Participation in LATINFEST 2024

Application and Payment

I agree that I will have my participation confirmed with Albany Latin Festival Association ("ALFA") after I have submitted a fully completed vendor application and payment is tendered in full by 5pm August 2, 2024.

I understand that all payments are non-refundable and if I choose to not participate or abandon my booth I will not be refunded.

I am fully aware and agree that my permit may be revoked for infraction of the foregoing regulations, and realize that penalty for not observing these regulations is cancellation of my space and forfeiture of the booth fee.

I will not provide vending services at LATINFEST2023 until I am in receipt of written approval of our application to participate.

My failure to pay outstanding invoices will forfeit future participation in LATINFEST.

The Vendor shall procure all licenses, certificates, permits or other authorizations from all governmental authorities having jurisdiction over the operations of the Permittee at the Premises that may be necessary for the lawful conduct of its operation.

ALFA may use any photographs and information for publicity purposes.

Booth

I agree that my booth placement is at the discretion of ALFA. I agree to maintain the cleanliness of my booth at all times. Failure to leave my booth area in the condition it was provided may forfeit my future participation in LATINFEST.

I agree to have my booth attended at all times.

I agree that my booth will be in compliance with the New York State Plastic Bag Reduction Law.

I agree to abide by all applicable state, federal, and local laws and any rules and request that the City of Albany may make from time to time for the safety and operation of this event.

I will not loan or sublet my booth space to anyone other than myself, and those articulated in my application.

I will have my TAX ID in plain view as sales are taking place.

I will have prices prominently posted at my sales area.

I agree that upon sale of merchandise I will give a receipt upon request.

I agree to pay sales tax on all sales direct to Government Authorities.

I agree to provide ample refuse bags to condense and secure all waste my booth produces, in order for City Department of Parks and Recreation personnel to pick up periodically during the festival. I agree to comply with the September 1, 1992, New York State Source Separation Law when Vending for the City of Albany. I agree to separate all my waste for proper recycling and disposal.

Conditions

All participants are expected to conduct themselves with courtesy and in an orderly manner. Arguments, harassment, sexual harassment, name-calling, profane language, or fighting are grounds for revocation of the vendor permit.

ALFA reserves the right to change the location, dates, hours, or to terminate entirely the operation of the scheduled event at any time and without prior notice to the vendor.

ALFA reserves the right to prohibit a vendor's participation when it determines in its sole judgment that a booth is perpetrating an unsafe environment or condition.

ALFA reserved the right to restrict the sale of items considered to be of dangerous or destructive nature.

Signage shall be neat, legible and professional looking.

All merchandise and signage must be suitable for a family audience.

I understand that glass containers or pets are not allowed in the park for this event.

I will cause no damage to Washington Park nor deface City property in any way and I agree to reimburse the City of Albany in full for all expenses incurred in repairing any damage caused by me, or my setup/booth.

Food Vendors

Vendors participating in outdoor events are encouraged to take precautions for all weather conditions, especially wind.

All food preparation and cooking equipment shall be maintained and in proper working order per manufacturer's instructions.

Vendors must provide all equipment for their booth area, to include tables, chairs, canopies and tent weights if applicable. Equipment should be appropriately weighted.

Vendors must provide their own extension cords and power strips. All electric cords, extension cords and power strips shall be in good condition.

No multi-plug blocks or extension cords (zip cords) are allowed to be used. The use of UL listed power strips is recommended.

No extension cords or power strips may be piggybacked off another cord or strip.

If I use an electric generator or any other motor, I agree to sound-proof that device as per the City of Albany's requirements.

New York State Fire Prevention & Control may check and have any improper electrical setups adjusted or removed.

ALFA reserves the right to prohibit the sale, display or distribution of certain items, if in its sole opinion these items may reasonably cause concern over public safety.

Indemnification

I agree not to hold the City of Albany, on whose property I am privileged to sell my wares, or ALFA responsible for personal injuries or property damage, and I agree not to be party to any legal action against them.

All exhibitor personnel, merchandise, fixtures, etc., on the premises, are my own sole responsibility. I agree to indemnify and hold harmless the City of Albany upon whose property I am selling my wares and ALFA from all liability stemming from their presence or their acts.

ALFA reserves the right to monitor compliance with these requirements and the failure to adhere to them shall be considered to be a breach of the Vendor's Terms and Conditions with ALFA and shall allow ALFA to avail itself of all remedies available under such agreement or at law or in equity, including, but not limited to, termination of the agreement.

I agree to defend, indemnify and save harmless ALFA and its officers, volunteers, and board members, against any and all claims, demands or causes of action arising out of any loss of or damage to property or injury or death of any person which may be due in any manner to the installation, use, maintenance, state of repair or presence of the Vendor's stand, booth or other installation or structure of any kind at the permitted location or the sale or other distribution of products therefrom. Vendor's liability pursuant to this indemnity provision shall not be limited by the amount of any insurance coverage required to be maintained hereby.

I agree to further abide by any specific rules governing the operation of Vendors at the permitted location heretofore or subsequently established by ALFA or New York State.

I agree to comply with the terms of this agreement and the rules pertaining to vending at the permitted location. Failure to comply with these terms will result in revocation of the permission to participate granted herein.

Force Majeure. If the event(s) is (are) rendered impossible or infeasible by destruction or damage to the facility, or by any act or regulation by any governmental body, civil tumult, strike, epidemic, pandemic, condition of war, or any other condition determined by ALFA or New York State to represent or constitute a threat to the safety of the public or the intended audience or facilities, including, but not limited to, the then current status of the state or federal alert systems, or by the restricted availability of motor fuel for the audience which renders this type of event(s) in the opinion of ALFA financially infeasible or impractical, it is understood and agreed such affected events shall be cancelled and that there shall be no claim for damages by either party to this agreement.

In the case of such a cancellation, the Permittee will not be entitled to a refund of any deposit or fees paid, but I will receive a credit in the amount of such pre-paid amounts towards a rebooking or another event, provided they occur within one year of the scheduled date for the original event.