



Opelousas Spice and Music Festival

June 4-6, 2010

Downtown, Opelousas

105 N. Main, Opelousas, LA 70570

(337) 948-6263

2010 Spice and Music Festival Food Vendor Information Application

Dear Vendor:

Thank you for expressing interest in acquiring booth space for the sale of food items for our 2010 Spice & Music Festival held in historic downtown Opelousas on the corner block of Main and North streets.

Enclosed is an application form to apply to become a food vendor. Vendor booths are priced at \$250. There is also an additional \$25 fee for occupational license which will need to be purchased at Opelousas City Hall after approval of your vendor application. Please include proof of insurance in your application. Vendors not having appropriate insurance **MUST** sign a waiver removing the City of Opelousas from any liabilities. Please fill out attached form completely and attach check or money. Applications must be submitted by April 15, 2010. Spaces are limited.

Enclosed is our policy on selection for vendors, clean up requirements, and booth information. Please read over the packet carefully.

We will contact you to let you know if you have been accepted. If you have any questions please contact Angela Doomes at (337) 948-6263 between the hours of 8:00 a.m. and 4:00 p.m. or e-mail at adoomes@cityofopelousas.com

Vendor Committee

Lease of Food Booth Space

Parish of St. Landry, State of Louisiana

This agreement of lease made and entered into this ____ day of _____, 20____, by and between the **City of Opelousas Spice and Music Festival**, represented herein by the duly authorized representative of the City of Opelousas, Mayor Donald Cravins, hereinafter referred to as LESSOR and

(FIRST NAME)_____ (LAST NAME)_____

A resident of and domiciled in the city of _____, State of _____, hereinafter referred to as LESSEE.

WHEREBY it is agreed to as follows: Food Booths are required to be opened all three days. Selection of booth holders will be the decision of the Opelousas Spice & Music Festival Food Committee according to the rules and regulations as set by the Spice & Music Festival.

DEADLINE for applications is April 15, 2010 with full payment due with applications. Registration and vendor booth fees are non-refundable.

- Completed application form enclosed with agreements attached.
- Copy of product liability insurance (minimum of \$250,000). If unable provide insurance, you MUST sign a waiver form.
- Food vendors are not allowed to sell any type of beverage or drink.
- No vendor can sell any product other than those stated on the application. (NO EXCEPTIONS)
- Vendors must furnish counter-tops, backdrops, tables, signage, etc. We are renting you the booth space only.
- Food vendors are required to have a minimum of a 5 pound ABC fire extinguisher in their booth.
- **Vendor must purchase an occupational license from the City of Opelousas Clerk's Office. The fee for the occupational license is \$25.00.** This fee is not included in the festival vendor fee amount.

1. **Leased premises:** In consideration of the obligations of LESSEE to pay booth rental, as herein provided, and in consideration of other terms, covenants, and provisions herein contained, LESSOR does by these presents lease and demise unto LESSEE, and LESSEE does hereby take from LESSOR the following described facilities located in the festival area of the Opelousas Spice & Music Festival in Opelousas, St. Landry Parish, Louisiana:
 - One 10' X 10' space
 - Electricity - 110/20 AMPS Electricity is for lighting or fans in your booth only.

The rental space is for the period of June 4-6, 2010. Leased premises must be vacated and completely cleared by 9:00 p.m. Sunday night or within one hour of completion of festival.

Festival hours are as follows:

Friday	6:00 p.m. – 11 p.m.
Saturday	12:00 p.m. - 12:00 a.m.
Sunday	12:00 p.m. – 8:00 p.m.

2. **Purpose Rented:** The Opelousas Spice and Music Festival logo is a copyright trademark and may not be used on any items without written permission from, or being contracted by, the Opelousas Spice and Music Festival.
3. **Cancellation:** LESSEE has until May 15, 2010 to bring before the SMFC reason(s) for cancelling contract to receive full refund of booth fee. After May 15, 2010, LESSEE will forfeit booth fee.
4. **Duties of LESSEE:** LESSEE agrees to conduct and operate in conformity with Federal and State laws and the ordinances of the City of Opelousas, including fire and sanitary regulations, to keep the premises neat and sanitary at all time, to take good care of the leased premises, making no alterations thereon without written consent of LESSOR, which premises and facilities are to be returned to LESSOR in same condition as when LESSEE's possession commenced, reasonable wear and tear accepted, and LESSEE agrees to pay to LESSOR, on demand, the cost of repairs required to be made to the premises as a result of use thereof. LESSEE must provide display equipment, hanging devices, and any tables and chairs required. Any property, including works

of art, brought upon the premises by LESSEE shall be at the sole risk of LESSEE and shall be removed by LESSEE by the removal time specified above. LESSOR reserves the right to remove from the premises all property and effects of LESSEE remaining upon the premises after the removal time as specified herein, at the sole cost, expense, and risk of LESSEE, and/or storing any such property and effects and may, at its option, dispose of same.

5. **Booth Operation:** LESSEE must be present during festival hours. Any person accompanying LESSEE must be of the immediate family or partner participating in the process of creating the juried medium of LESSEE. Four (4) people max. Agents are prohibited.
6. **Hours of Operation:** LESSEE agrees that LESSEE will be present on the leased premises during the hours specified each day included in the terms of this lease.
7. **Assignment and Sublease:** It is agreed that the LESSEE will not have right to assign this lease or sublet the premises without the prior written consent of LESSOR.
8. **Right to Enter:** It is agreed that representatives of LESSOR may, at all times, enter into and upon said premises and examine the same and the condition thereof.
9. **Force Majeure:** If the use of the premises shall be prevented by governmental action, strike, riot, act of God, or other cause beyond the control of LESSEE and LESSOR, LESSOR agrees to return to LESSEE any payments, heretofore made to LESSOR, less any cost incurred in preparation of the facilities for use of LESSEE, and neither party shall have any further claim against the other.
10. **Default:** In the event that LESSEE should default in the performance of any of the covenants contained in this lease, LESSOR reserves the option to terminate this lease and all of LESSEE's rights hereunder, and in the event of such termination, LESSEE shall be obligated to pay to LESSOR, on demand, any damages sustained by LESSOR by reason of LESSEE's default and LESSOR shall retain the full amount of any booth fees which have been paid.
11. **Rules and Regulations:** LESSEE's use of the premises shall be subject to such general rules as LESSOR may, from time to time, prescribe in its sole discretion governing the use of the premises. This agreement contains the entire agreement between the parties and cannot be changed or supplemented except by written agreement signed by both parties.
12. **Pets:** No pets allowed at the festival site.
13. **Children:** Children under the age of 16 **may not be left alone** in vendor booths.
14. **Waiver of Liability:** It is specifically agreed by the parties to this agreement that the Opelousas Spice and Music Festival, its agents, employees, or assignees are in no way liable for any loss, damage, or theft of any property belonging to the LESSEE while on the site grounds and area of the Opelousas Spice and Music Festival. The LESSEE specifically acknowledges that the LESSOR provide no insurance and accepts no responsibility for any such loss whether the said loss is by accident, act of God, or intentional act of destruction.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date above written.

WITNESSES:

OPELOUSAS SPICE AND MUSIC FESTIVAL

By: _____
Mayor Donald Cravins, LESSOR

LESSEE

2010 Opelousas Spice & Music Festival

Food Vendor Application & Rules

You will be required to check in from 9:00 a.m. to 11:00 a.m. Friday only.

At this time you will receive parking passes and gate passes for your booth. You may set up your booth once you have checked in. You are required to have all vehicles out of the festival grounds by 2:00 p.m. on Friday and 10:00 a.m. on Saturday and Sunday, weather permitting for vehicles on the grounds.

*One parking slot in designated vendor parking area and four gate passes will be provided for each food vendor space. Additional weekend passes for workers must be purchased at a cost of \$10.00 per day. Please prepay for additional workers in your application process. This will be enforced by security.

*Additional RV spacer is available for \$10.00 per day at Opelousas South City Park. Please call the park for reservations at 337-948-2560. The park is located approximately 13 blocks from the festival site.

*You will not be allowed to drive your vehicles back on festival grounds to load up until 30 minutes after law enforcement has cleared the crowd from the festival grounds. This policy will be strictly adhered to with NO EXCEPTIONS. These are regulations set up to insure the safety of our festival guests. Weather permitting for vehicle on the ground. In the event of rain, vehicles will be allowed on festival road only.

- A Compliance Deposit will be required by all food vendors in the amount of \$100.00 in the form of a cashier's check or money order. You are required to keep your area free of debris and to dispose of your boxes/trash in the designated trash bins. A fee of \$50.00 will be withheld from your deposit if your booth does not meet our requirements. Booths will be monitored and any tripping of breakers due to overload will result in a \$20.00 service fee per call to the food vendor. At the end of the festival, your area will be inspected and your deposit returned to you by mail within 7 business days. Compliance Deposit due at check-in.
- Letters of acceptance will be sent out to vendors. Please do not assume you have been accepted unless you receive a letter of acceptance.

2010 Opelousas Spice and Music Festival
Vendor Food Booth Application

NAME _____
This is the name your clean-up deposit will be refunded to. No exceptions.

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: () _____

EMAIL ADDRESS: _____

NUMBER OF BOOTH SPACES REQUESTING: _____

NUMBER OF WORKERS IN YOUR BOOTH: _____ (4 gate passes per booth space and two parking passes per vendor is included in your booth fee. If you need additional gate passes the fee is \$10.00 per adult. This can be paid in advance)

Additional gate passes: Number of passes _____ Amount \$ _____

PLEASE LIST AND DESCRIBE ALL ITEMS YOU WISH TO SELL:

Name of Items:	Descriptions:
_____	_____
_____	_____
_____	_____
_____	_____

- Please include payment of \$250 booth fee, copy of insurance coverage or waiver form.

Send completed application form, signed agreement, MONEY ORDER or CHECK and proof of insurance to:

Opelousas Spice & Music Festival Vendor Committee
Attn: Angela Doomes
828 East Landry
Opelousas, LA 70570

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Office Use Only:

Amount Received: \$ _____ Date Received: _____

Additional guest passes: _____ Insurance: _____ Occupational License _____

Notes:

