



## Grand Tasting Event

October 15, 2011

### 2011 LFW Grand Tasting Event Overview & Rules and Regulations

Thank you for your interest in being a Vendor during the 2011 Latin Food and Wine Festival. To apply as a Vendor for the Grand Tasting Event, please print and complete the attached Vendor Application form Note that this is an application and does not guarantee a space at the event. You will receive notification once the application is processed.

#### Event Overview

The Grand Tasting will be an opportunity for guests to sample Latin inspired dishes provided by the restaurants, distributors and wholesalers who participate in the event. Each sample will have a monetary value assigned to it. The currency of the event will be “pesos”. Each peso will be worth one dollar (\$1). There will be stations throughout the facility where guests can convert their dollars to pesos. Vendors will only be allowed to accept pesos as payment for the samples.

#### Vendor Participation Categories

Vendors may participate at the LFW Grand Tasting in two ways:

**Traditional Vendor:** The Traditional Vendor will pay a fee of \$400. This vendor will keep all pesos that they collect during the event. At the end of the event, HCCMO will collect the pesos from the vendor and will write a receipt of the total amount earned that night, one week after the event; the vendor will receive a check with the total amount of the pesos his booth collected during the Grand Tasting.

**Marketing Vendor:** The Marketing Vendor will not pay an initial fee to participate in the LFW Grand Tasting. However, this vendor must still assign a value to their samples and must collect pesos as payment. All pesos collected by the Marketing Vendor during the event will be donated to HCCMO. The Marketing Vendor will not keep the money generated during the Grand Tasting Event.

#### Event Details

Set-up for the Grand Tasting Event will begin at 12:00pm. The Event will open to the public from 4:00pm–10:00pm. Vendors must operate for the full schedule of the event. Vendors who intend to sell packaged products must get those products approved by the HCCMO staff in order to avoid conflicts with the sponsors and festival merchandising. **Vendors cannot sell water or soda unless approved by HCCMO.**

Each vendor will receive a 6ft table, two chairs and a wastebasket. If you will require electricity please contact the HCCMO staff to provide you with further details regarding electricity.

Please note that we will be handing out awards for the **Best Overall Booth, Best Food, Best Drink and Best Décor**, so come prepared to IMPRESS!

### **Vendor Sales and Sampling Details**

Each vendor will be allowed to promote ONLY his or her product. There will be no third party endorsements and sales. All food and beverage samplings must be approved. Vendors can only provide sample sized portion that fit on a plate no larger than 6". The price range of the sample items must range from \$1 to \$5.

### **Guidelines for Tents**

If you wish to have a tent, you may rent or bring your own tent if it meets the following guidelines:

1. The tent MUST be WHITE, Any other type of tent must be approved by HCCMO in advance.
2. The tent cannot be any larger than 10'x10'

### **Marketing Provided**

Exhibitors will receive a company listing and link on the LFW web site ([www.latinfoodandwine.com](http://www.latinfoodandwine.com)) and on the LFW Facebook page. The company name, if application is received prior to September 23, 2011 will be listed in the official festival program

### **Insurance, Permitting and Taxes**

The Latin Food and Wine Festival will not be liable for its vendors. Each vendor must maintain comprehensive general liability insurance of at least one million dollars; \$500,000 general aggregate and \$100,000 each occurrence. Commercial general liability insurance should include: Premises/ operations, Products/completed operations hazard, Broad form contractual, and Personal injury. Vendors are liable for all items inside the booth area. Vendors are responsible for complying with local and state tax regulations. Vendors are also responsible for City of Orlando, Orange County, and Florida licenses and permits.

By signing below I accept that I have read and understood the term and conditions of this Event Overview and Rules and Regulations Agreement.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name \_\_\_\_\_

Company / Vendor name: \_\_\_\_\_



## 2011 Latin Food and Wine Festival Vendor Application October 15th – Grand Tasting

### REGISTRANT

Contact Name: \_\_\_\_\_ (i.e. person working on the event)

Company Name (Exactly as it will appear on your sign and in the official program):  
\_\_\_\_\_

Item(s) Offered and Cost (Exactly as it will appear on your sign):  
\_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Phone Number: Work \_\_\_\_\_ Cell: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Website URL: \_\_\_\_\_ Facebook URL: \_\_\_\_\_

### Method of Participation

\_\_\_\_\_ Traditional Vendor - \$400 application fee  
Vendors will keep funds generated by their booth during the LFW Grand Tasting event.

\_\_\_\_\_ Marketing Vendor - No cost to participate  
Vendors will still charge a set price for their samples and will still collect "pesos". All funds generated during the event will be donated to the HCCMO

\*\* If you require electricity at your booth please contact us for further details. This is an application and does not guarantee a space at the event. You will receive a final notification once the application is processed.

### METHOD OF PAYMENT

Check# \_\_\_\_\_ VISA \_\_\_\_\_ Master Card \_\_\_\_\_ Amex \_\_\_\_\_

Acct. # \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

If paying by check, payment is due by September 23, 2011. Please make check payable to HCCMO and send it to 3201 E. Colonial Dr. Suite A20, Orlando, FL 32803

**IMPORTANT:** To secure your space(s), LFW Agreement documents (Registration Agreement, Rules and Regulations and Agreement for Exhibit Space) must be filled out and signed by company representative and payment must be received in full prior to the event. NO table will be assigned without full payment and signed agreement.

### ACCEPTANCE OF TERMS

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# 2011 Latin Food and Wine Festival AGREEMENT FOR EVENT SPACE

This Agreement for event space (hereinafter referred to as "Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_ 2011, between \_\_\_\_\_ currently located at \_\_\_\_\_ (hereinafter referred to as "Vendor"), and the Hispanic Chamber of Commerce of Metro Orlando, currently located at Orlando Fashion Square Mall, 3201 E. Colonial Dr. Suite A20, Orlando, FL 32803 (hereinafter referred to as "HCCMO").

## I. THE LATIN FOOD AND WINE FESTIVAL

The HCCMO shall hold its annual Latin Food and Wine Festival Grand Tasting (hereinafter referred to as "LFW"), at the Uptown Altamonte Cranes Roost Park, 150 Cranes Roost Blvd, Suite 2200, Altamonte Springs, FL 32701 (hereinafter referred to as "LFW Facility"), on October 15, 2011 and shall make the arrangements for the LFW, in accordance with the provisions of this Agreement.

## II. EVENT SPACE

The HCCMO shall provide a space for the Vendor at the LFW subject to availability. Vendor acknowledges and agrees that, HCCMO will assign Vendor's table as it deems necessary. Please note that this is an application to be a vendor at the Latin Food & Wine Festival and does not guarantee a space at the event. You will receive notification once the application is processed.

## III. CHARGES FOR USE OF SPACE

The Vendor agrees to pay to the HCCMO the sum of \$ \_\_\_\_\_ (hereinafter referred to as "Table Fee"). Full payment must accompany this Agreement. Cancellations received in writing before September 14, 2011, are eligible for a refund of fifty percent (50%) of the Table Fee. **No refunds will be made after September 14, 2011.** All payments shall be made payable to the HISPANIC CHAMBER OF COMMERCE OF METRO ORLANDO or HCCMO, and shall be forwarded to 3201 E. Colonial Dr. Suite A20, Orlando, FL 32803. Payment must be received in full with signed agreement to secure table.

## IV. EVENT OVERVIEW & RULES AND REGULATIONS INCORPORATED IN AGREEMENT

The Rules and Regulations attached hereto as Exhibit "A," are hereby incorporated in and made a part of this Agreement, and they shall be binding on the parties to this Agreement. Vendor acknowledges and agrees that Vendor has read the Rules and Regulations and that Vendor's employees, representatives and agents will, at all times, observe, perform and abide by these Rules and Regulations.

## V. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida and of the United States of America. Venue for any disputes arising hereunder shall be in a court of competent jurisdiction located in Orange County, Florida.

## VI. LIMITATION OF LIABILITY

The liability of the HCCMO for any reason and upon any cause of action whatsoever arising out of or in connection with this Agreement is limited to the fees paid by the Vendor hereunder. THE HCCMO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY OF ANY EQUIPMENT PROVIDED TO THE VENDOR HEREUNDER, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE HCCMO SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE VENDOR'S PROPERTY WHETHER DUE TO FIRE, THEFT, ACCIDENTS OR ANY CAUSE WHATSOEVER THAT MAY ARISE FROM THE USE OR OCCUPANCY OF THE BOOTH OR AS A RESULT OF VENDOR'S INVOLVEMENT IN THE LFW.

## VII. INSURANCE

Insurance Lessee shall procure and maintain throughout the Term of Lease: **A.** Commercial general liability insurance including: **(1)** Premises/operations, **(2)** Products/completed operations hazard, **(3)** Broad form contractual and **(4)** Personal injury. This general liability insurance shall cover occurrences in or on any part of the Center and its Premises and appurtenant lands owned by Orange County with limits of liability of not less than \$1,000,000.00 combined single limits for bodily injury and property damage.

Vendor Initials: \_\_\_\_\_

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**VIII.  
INSPECTION**

The Vendor shall be responsible for inspecting the assigned booth site on October 15, 2011 (Move-In Date). It shall be the Vendor's responsibility to notify the HCCMO of any defect or unsuitability of the space or equipment.

**IX.  
INDEMNIFICATION**

The Vendor shall indemnify and hold the HCCMO harmless from, any and all claims, actions, suits, preceding, cost, expenses, damages, and liabilities, including reasonable attorney's fees arising out of or connected with, or resulting from, the Vendor's use of the booth, equipment and/or Vendor's involvement in the LFW, or due to any reason whatsoever.

**X.  
COST OF ENFORCEMENT**

In the event that either party initiates an action to enforce this Agreement, the prevailing party in such action or proceeding shall be entitled to reimbursement of its costs and expenses, including reasonable attorney's fees (including at all appellate levels), whether incurred prior to or in preparation for, or in contemplation of the filing of such action or thereafter. All such expenses shall bear interest at the highest rate allowable under the laws of the State of Florida from the date the prevailing party pays such expenses until repayment.

**XI.  
AUTHORITY TO BIND VENDOR**

The Vendor warrants and represents that the person executing this Agreement has the full authority and power to do so.

**XII.  
ENTIRE AGREEMENT**

Vendor agrees that there are no oral or written agreements or representations other than those contained herein. No change or modification of this Agreement shall be enforceable unless approved, in writing, by all parties to this Agreement.

**XIII.  
ASSIGNMENT**

This Agreement may not be assigned by either party and any assignment of this Agreement shall be agreed upon in writing by all parties to the Agreement. This Agreement shall be binding upon inure to the benefit of the parties, their legal representatives, their successor and assigns.

**XIV.  
CONTACT INFORMATION**

Any change in the contact information for a party to this Agreement, including but not limited to change of address, shall be communicated to the other party within 7 business days of such change.

**XV.  
FORCE MAJEURE**

If the LFW Facility is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Agreement by the HCCMO impossible or impracticable, then this Agreement shall be terminated. The Vendor shall not be entitled to the return of its Table Fee; however, the Vendor shall be provided a credit for the full paid amount of the Table Fee toward the table fees charged by the HCCMO for the LFW rescheduled for a later date. Notwithstanding the foregoing, if HCCMO's impossibilities or impracticality of performance is due in part to the acts or omissions of the Vendor, its agents, employees, members, licensees, or invitees, then Vendor shall not be entitled to any credits, and Vendor shall be fully liable for the entire Table Fee charged hereunder, as well as any other damages that may result from such act or omissions. Vendor hereby waives any claim for damages or compensation against HCCMO on account of termination of the LFW under this provision.

**VENDOR/COMPANY**

**HCCMO**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tel.: \_\_\_\_\_

Tel.: 407-428-5870

E-Mail: \_\_\_\_\_

E-Mail: [info@hispanicchamber.net](mailto:info@hispanicchamber.net)

**2011 Latin Food and Wine Festival**  
**ACCIDENT WAIVER AND RELEASE OF LIABILITY**  
**PERMISSION TO BE PHOTOGRAPHED**

In consideration of my application and permitting me to participate and/or volunteer in The 2011 Latin Food and Wine Festival (“the event”), I hereby take action for myself and any minors I bring to the event, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I understand that there may be risks associated with the event that may lead to property damage, theft and/or personal injury. I knowingly and freely:

(A) **Waive, Release and Discharge from any and all liability** for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue to me including my participation in and my traveling to and from this event, THE HISPANIC CHAMBER OF COMMERCE OF METRO ORLANDO, its directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event volunteers (“Releasees”).

(B) **Assume all risks**, both known and unknown, even if arising from the negligence of the Releasees, or others, and assume full responsibility for my participation. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation in the event, I will remove myself from participation and bring such to the attention of the nearest event official or volunteer immediately.

(C) **Indemnify and Hold Harmless** the Releasees **from any and all liabilities** or claims made as a result of participation in this event, **whether caused by my actions or the negligence of the persons or entities being released, or otherwise.**

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and/or assigns without compensation or notice to me.

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_