



## C'VILLE SABROSO 2024 ARTISAN VENDOR AGREEMENT



C'ville Sabroso is a festival celebrating the diverse Latin American cultures which add to the richness of the Central Virginia Community. Sin Barreras is a non-profit organization focused on integrating and developing the growing Hispanic community in Charlottesville, Waynesboro, and surrounding communities by providing services, education, and advocacy while cultivating a spirit of cooperation and reciprocity.

This agreement ("Agreement") is entered into between Sin Barreras / Without Barriers, Inc. ("Sin Barreras" or "Host") and \_\_\_\_\_ ("Vendor" or "you"). The parties agree as follows:

Sin Barreras will host the C'ville Sabroso 2024 Festival ("Festival") at **Ting Pavilion**, located at 700 E Main St, Charlottesville, VA 22902 starting at 1:00pm and ending at 10:00pm on **Saturday, September 21<sup>th</sup>, 2024**.

Through this Agreement, Sin Barreras will permit Vendor to sell **Handcrafts, Arts, Kids Toys and Jewelry** of the type(s) listed in the "Required Information" section below during the Festival for a **\$150.00 fee per 10x10 space** (maximum of 2 spaces) if received by Host by **Wednesday, August 14, 2024**. If the payment is received by Host from **August 15<sup>th</sup> to August 31<sup>st</sup>**, that fee will increase to **\$250.00 per 10x10 space**.

Due to limited space for Food & Artisan vendors, if Host determines that it cannot give Vendor a second 10x10 space that Vendor requested, a Host organizing committee representative will contact Vendor to refund the cost of the second space (or Vendor can choose to convert it to a tax-deductible donation, and Host will provide a receipt for 2024 tax records).

Vendor agrees to the following terms and conditions:

1. No refunds will be given for rainy weather or extraordinary events beyond the reasonable control of the Host, including any new governmental restrictions, acts of God, riots, war, fire, labor disputes, or other causes of *force majeure*.
2. The Vendor **will not** sell any items or services other than the **Handcrafts, Arts, Kids Toys and Jewelry** listed in the Required Information section below without prior written consent from the Host.
3. The Vendor will be given access to its assigned space no later than 10:00am on the day of the Festival to set up the space, goods to be sold, and anything else that is needed to serve attendees (Host will reach out to you if you can set up earlier than the day of the Festival). The booth must be assembled, staffed, and ready to serve attendees by the 1:00pm Festival start time.
4. The Vendor will have access to its assigned space for up to one hour after the Festival has concluded at **10:00pm** to remove all items brought to the Festival by the Vendor, i.e. putting all its trash in designated trash receptacles and taking all other items with them when they leave Ting Pavilion.
5. The Vendor shall keep its space clean and orderly and leave its space and the immediate surrounding area free from its trash and in the same condition that it was before Vendor's setup began.
6. The Vendor will supply all items it needs to operate its assigned space, including but not limited to its own tables, chairs, tent, and provisions.
7. Vendor may not use any open flame equipment if its space is under any Ting Pavilion structure.
8. Vendor agrees to release, indemnify, and hold harmless Host and its employees, volunteers, agents, officers, and all other vendors participating in the Festival from any type of action, suit, damages, claims, or losses in connection with the Festival.

9. This Agreement shall be governed by the laws of the State of Virginia, the City of Charlottesville, and any applicable Federal Law.
10. This Agreement contains all of the terms, warranties, representations, agreements, covenants, conditions, and provisions upon which the parties have agreed with respect to the subject matter of this Agreement and merges and supersedes all prior agreements, understandings, and representations relating to such subject matter. This Agreement shall not be altered or changed except by a writing that an authorized officer or representative of each party signs.
11. This Agreement shall be construed as a whole in accordance with the fair meaning of its language and, regardless of who is responsible for its original drafting, shall not be construed for or against either party. The captions of the various sections of this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of this Agreement.

**REQUIRED INFORMATION**

Official Name of Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person operating the Festival space: \_\_\_\_\_

Contact Person's Cell#: \_\_\_\_\_ Email address: \_\_\_\_\_

List types of items being sold: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Amount being paid (either 1 or 2 spaces @ \$150 each if received by Sin Barreras by Aug. 14, or 1 or 2 spaces @ \$250 if received by Sin Barreras between Aug. 15-31): \$ \_\_\_\_\_

In agreement to the above terms and conditions and intending to be bound legally, a representative of Sin Barreras and the Vendor have signed below on the dates indicated.

**For Vendor:**

\_\_\_\_\_

Signature of Authorized Vendor Representative	Printed Name	Title	Date
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**For Host:**

\_\_\_\_\_

Signature of Authorized Host Representative	Printed Name	Title	Date
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**Please send this signed agreement and your signed check (payable to Sin Barreras) to:**

Sin Barreras  
PO Box 6433  
Charlottesville, VA 22906

Questions? Please contact Festival Chair Andrea Jacobs at [mspris27@gmail.com](mailto:mspris27@gmail.com) or (434) 242-7394.

Thank you (muchas gracias) for your participation and support!



## C'VILLE SABROSO FOOD VENDOR AGREEMENT



C'ville Sabroso is a festival celebrating the diverse Latin American cultures which add to the richness of the Central Virginia Community. Sin Barreras is a non-profit organization focused on integrating and developing the growing Hispanic community in Charlottesville, Waynesboro, and surrounding communities by providing services, education, and advocacy while cultivating a spirit of cooperation and reciprocity.

This agreement ("Agreement") is entered into between Sin Barreras / Without Barriers, Inc. ("Sin Barreras" or "Host") and \_\_\_\_\_ ("Vendor" or "you").

The parties agree as follows:

Sin Barreras will host the C'ville Sabroso 2024 Festival ("Festival") at **Ting Pavilion**, located at 700 E Main St, Charlottesville, VA 22902 starting at 1:00pm and ending at 10:00pm on **Saturday, September 21<sup>st</sup>, 2024**.

Through this Agreement, Sin Barreras will permit Vendor to sell items of the type(s) listed in the "Required Information" section below during the Festival for a **\$350.00** fee per space:

- per Food Truck, or
- per 10x10 food space location

to be received by **Host** by **Wednesday, August 14, 2024**.

If the payment is received by Host from **August 15<sup>th</sup> to August 31<sup>st</sup>**, the fee per truck or food space location will increase to **\$450.00 per space**.

Due to limited space for Food & Artisan vendors, if Host determines that it cannot give Vendor a second 10x10 space that Vendor requested, a Host organizing committee representative will contact Vendor to refund the cost of the second space (or Vendor can choose to convert it to a tax-deductible donation, and Host will provide a receipt for 2024 tax records).

The Festival has the following spaces available:

- a. 6 - Food Space Locations
- b. 6 - Food Trucks

Vendor agrees to the following terms and conditions:

- 1. NO SALE OF ALCOHOL AND DRUGS AT THE EVENT.**
2. No refunds will be given for rainy weather or extraordinary events beyond the reasonable control of the Host, including any new governmental restrictions, acts of God, crop shortages, riots, war, fire, labor disputes, or other causes of *force majeure*.
3. The Vendor must have a valid certificate from the Blue Ridge Health District to sell at the Festival.
4. The Vendor **will not** sell any items or services that are not disclosed below under "Types of Items being sold" without prior written consent from the Host. The items that will be sold are defined below in the section Required Information.
5. The Vendor **will legibly and prominently display prices** of ALL items Vendor sells at the Festival. Sin Barreras or Ting Pavilion will have the right to ask the Vendor to stop the sale of their items until such prices are clearly displayed to attendees.

6. The Vendor **will not** use Trash receptacles in the food area for disposal of grease or any other waste materials; Vendor is responsible for bringing its own containers for such disposal.
7. The Vendor will be given access to its assigned location no later than 10:00 am on the day of the Festival to set up the station, goods to be sold, and anything else that is needed.
  - a. Host will reach out to you if you can set up earlier than the day of the Festival.
  - b. The booth must be assembled, staffed, and ready to serve attendees by the 1:00pm Festival start time.
8. The Vendor will have access to its assigned space for up to one hour after the Festival has concluded at 10:00pm to remove all items brought to the Festival by the Vendor, i.e. putting all its trash in designated trash receptacles and taking all other items with them when they leave Ting Pavilion. The Vendor shall leave its space and the immediate surrounding area free from its trash and in the same condition that it was before Vendor's setup began.
9. Food truck vendors will receive a standard space for its food vending motor vehicle and the space immediately in front of it, of an equal size, which shall be kept clean and orderly, and shall follow all applicable laws and regulations of Charlottesville and Virginia.
10. The Vendor will supply all items it needs to operate its assigned space, including but not limited to its own tables, chairs, tent, provisions, and power generator(s).
11. Vendor may not use any open flame equipment if its space is under any Ting Pavilion structure.
12. Vendor agrees to release, indemnify, and hold harmless Host and its employees, volunteers, agents, officers, and all other vendors participating in the Festival from any type of action, suit, damages, claims, or losses in connection with the Festival.
13. This Agreement shall be governed by the laws of the State of Virginia, the City of Charlottesville, and any applicable Federal Law.
14. This Agreement contains all of the terms, warranties, representations, agreements, covenants, conditions, and provisions upon which the parties have agreed with respect to the subject matter of this Agreement and merges and supersedes all prior agreements, understandings, and representations relating to such subject matter. This Agreement shall not be altered or changed except by a writing that an authorized officer or representative of each party signs.
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### **Fire Marshal Requirements (Food Trucks Only)**

If mobile food preparation vehicles that are equipped with appliances that utilize open flames and produce smoke or grease-laden vapors, the Fire Marshal requires the following:

- Mobile food preparation vehicles shall be separated from buildings or structures, combustible materials, vehicles, and other cooking operations by a minimum of 10 feet (this also includes other food trucks).
- Wheel chocks shall be used to prevent mobile food preparation vehicles from moving.
- The mobile food preparation vehicle must have a current fire inspection from a local Fire Marshal's office.

The mobile food preparation vehicle must have current fire inspection documentation from the local fire marshal's office onsite at its space.

**REQUIRED INFORMATION**

Official Name of Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person operating the Festival space: \_\_\_\_\_

Contact Person's Cell#: \_\_\_\_\_ Email address: \_\_\_\_\_

List types of items being sold: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Amount being paid (either 1 or 2 spaces @ **\$350 each if received by Sin Barreras by Aug. 14**, 1 or 2 spaces @ \$450 if received between Aug. 15-31): \$ \_\_\_\_\_

In agreement to the above terms and conditions and intending to be bound legally, a representative of Sin Barreras and the Vendor have signed below on the dates indicated.

**For Vendor:**

_____	_____	_____	_____
Signature of Authorized Vendor Representative	Printed Name	Title	Date

**For Host:**

_____	_____	_____	_____
Signature of Authorized Host Representative	Printed Name	Title	Date

**Please send this signed agreement and your signed check (payable to Sin Barreras) to:**

Sin Barreras  
PO Box 6433  
Charlottesville, VA 22906

Questions? Please contact Festival Chair Andrea Jacobs at [mspris27@gmail.com](mailto:mspris27@gmail.com) or (434) 242-7394.

Thank you (muchas gracias) for your participation and support!