



Dear Potential Vendor,

Enclosed in this packet are information and a vending application for the 2012 Cinco de Mayo festival on Cherokee Street. This event will be managed by Cinco de Mayo STL and will take place on Saturday, May 5th from 11:00AM to 9:30PM on Cherokee Street between Nebraska and Iowa.

CINCO DE MAYO STL reserves the right to review all applications and make vendor decisions based on the need for products and the need to avoid over saturation of other products. No independent vendor will be granted exclusivity at the festival. Please read the rules attached and fill out the application completely. Payment is required upon submission of the application and all space is subject to availability.

Once the applications have been reviewed, you will be notified by email of your application status. Upon acceptance you will receive a vendor letter and requirements to begin securing permits for the festival. When you have obtained all the necessary paperwork you will need to provide photocopy proof of permits to Cinco de Mayo STL. **All vendors must display both city permits and the CINCO DE MAYO vendor credentials in order to operate.** All deposit fees paid are non-refundable prior to participation in the event.

Please contact us with any questions

Cinco de Mayo STL Office

Phone: (314) 632-6498

Fax: (866) 360-1861

Email: info@cincodemayostl.com

Thank you for your interest in the 2012 Cinco de Mayo festival and we look forward to working with you.

Sincerely,

Cinco de Mayo STL



Vendor Rules, Requirements and Information

Cinco de Mayo St. Louis

THE RULES

1. Vendors must complete the following application listing all products that they wish to sell. All fees must accompany the application. Only items approved at the time of permit issuance can be sold. CINCO DE MAYO STL reserves the right to accept or reject all applications. In addition CINCO DE MAYO STL reserves the right to reject any product(s) the vendor may wish to sell. Any application not approved will be returned with all fees. Checks for application fees must be made out to **Cinco de Mayo STL**. In addition there will be a \$25.00 fee for all checks returned due to Non-sufficient funds.
2. Once CINCO DE MAYO STL accepts applications and fees, **no refunds** will be issued. Submitting a signed application indicates vendor acceptance of these rules in their entirety.
3. After approval, you must apply for all licenses and permits with the City of St. Louis. Each vendor is responsible for obtaining needed permits. Those permits may include (where applicable): city festival license, health department license, and/or propane permit from the Fire Department. Permits will be awarded only to vendors who have been approved by CINCO DE MAYO STL and have documentation to that fact. Vendors are required to provide photo-copies of all necessary licenses, permits, state sales tax certificate, and liability insurance before a CINCO DE MAYO STL vendor credential will be issued.
4. A certificate of liability insurance is required naming the following as “additional insured” for the time of the events: CINCO DE MAYO STL, its Board of Directors, agents and assigns, and the City of St. Louis, Missouri. Insurance must be in the amount of \$1,000,000 deemed acceptable to CINCO DE MAYO STL in accordance with vendor’s activity. Proof of standard business liability and worker compensation (where applicable) is acceptable. Vendors for whom certificates of insurance are not received will not be issued credentials, and will not receive a deposit fee refund.
5. CINCO DE MAYO STL will choose all booth locations based on safety, traffic, logistic, and neighborhood concerns. All decisions by CINCO DE MAYO STL are final.
6. The laws of the State of Missouri and the City of St. Louis will apply to all vendors. Failure to comply with these laws will cause your booth to be closed with no return of fees or deposit.
7. CINCO DE MAYO STL presents this event for the general public and reserves all rights as the sole producer of the event.
8. CINCO DE MAYO STL has contracted sponsorship agreements that provide for the preferred sales of specific product lines by vendors choosing to sell in that category. All vendors are required to adhere to the sponsorship agreements. All sponsorship

agreements will be announced in April of 2012. Failure to adhere will cause immediate closure, removal of booth and forfeiture of deposit.

9. Attendance at this event is weather related. CINCO DE MAYO STL, its Board of Directors or authorized representatives make no guarantees, representations, or compensation regarding attendance.
10. Applicant agrees to not hold CINCO DE MAYO STL, its Board of Directors or its authorized representatives liable regarding weather, acts of God, acts of terrorism, governmental intervention, or any other incident that may prevent and/or interrupt the events causing a loss of business.
11. Vendors are responsible for trash pick-up and removal from their assigned location and the 10 feet surrounding the area. Residential dumpsters are not available for commercial use. Use of residential dumpsters will cause the vendor to forfeit the deposit amount. Remember, you are a guest in the neighborhood.
12. Any vendor dealing with grease or oil is required to provide receptacles into which you can safely secure your grease and take it with you to your place of business or an approved disposal location. Leaving or disposing of your grease or oil in any other manner will result in a loss of deposit and a fine for the cost of disposal.
13. Bottles, cans, coolers and backpacks will not be allowed in the event area. Vendors must pour all drinks into disposable cups.
14. Those working in a booth must be at least 18 years of age.
15. **Parking and access to the event area will be tightly restricted.** Vendors will be issued restricted access passes for vehicles unloading booth supplies. Vendors are allowed to hand cart additional supplies throughout the day. **Only vehicles displaying the proper access pass will be allowed in the event area and only at approved times.** All vehicles must be off the premises by 10:00 AM and will not be allowed back on the premises until after 10:00 P. M. on May 5, 2012. Please note that re-entry will be subject to approval for the safety of any persons remaining within the event area. If any vehicles are found parked on the street during the event, the owner will be subject to towing, fine and forfeiture of deposit for the booth he/she is operating. Vendors can pick up their packets containing these items between 7 and 9 A.M. the day of the event.
16. All booths will be set up and ready for operation from 10:00 A. M. to 9:30 P. M. on May 5, 2012. Any vendor caught selling beyond these times will have their permit pulled and will forfeit their deposit.

BY COMPLETING THE ATTACHED APPLICATION, ALL VENDORS ATTEST TO READING THE RULES AND REGULATIONS AND AGREE TO ABIDE BY WHAT IS WRITTEN IN COOPERATION WITH CINCO DE MAYO STL.

VENDOR APPLICATION - 2012

If you need additional applications, please photocopy or contact the Cinco de Mayo office. Payment in full and a clean-up deposit **must** accompany this application for consideration.

No independent vendor located outside of the Cherokee Station Business District will be eligible to sell alcoholic beverages or obtain a liquor license for this event.

No food vendor can sell a combination of food and novelty items due to health regulations and safety concerns.

Business Name: _____

Federal Tax ID # or SSN: _____

Contact Person: _____

Business Address: _____

City _____ State _____ Zip _____

Daytime Phone (____) _____ Evening Phone (____) _____

Cell Phone (____) _____ E-Mail Address _____

Products You Wish To Sell

Please list the products you wish to sell below.

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

Note: Cinco de Mayo would like to offer consumers a diverse and ethnic selection of products. We reserve the right to make the final decision regarding which products will be sold in order to reduce an abundance of particular foods and novelties.

Will you be using propane gas? _____ YES _____ NO

If YES please complete the attached fire permit application. Also note that the St. Louis Fire Department requires that a charged fire extinguisher be placed in every location using heating sources.

Vendor Cost Worksheet

Type of Booth/Space fee: Vendors fall into one of the following 5 categories

Liquor Vendor: Any vendor selling alcohol in the festival.

Food Vendor: Any vendor serving food items in the festival.

Novelty/Informational Vendor: Any vendor selling non-consumable items or handing out informational materials to generate lead revenue. This may include but is not limited to beads, hats, clothing, apparel, sunglasses, other retail merchandise, promotional items, and/or marketing material.

Roving Vendor: Any vendor wishing to rove through the festival area selling novelty retail merchandise from a cart.

Art Vendor: Any vendor wishing to display or sell art items (non-retail merchandise). This may include but is not limited to paintings, sculpture, or photography.

	Space	Quantity	Cost	Total
Liquor Vendor	10' x 20'		\$3,000.00	
Food Vendor	10' x 10'		\$500.00	
	10' x 20'		\$750.00	
Novelty/Info Vendor	10' x 10'		\$300.00	
	10' x 20'		\$450.00	
Roving Vendor	n/a		\$350.00	
Art Vendor	10' x 10'		\$100.00	
	10' x 20'		\$150.00	
Deposit (Required)				\$150.00
TOTAL DUE				\$

Refundable Deposit: \$150.00. This amount will be refunded after the conclusion of Cinco de Mayo if the area your booth occupied and the surrounding area was clean, grease/oil was properly disposed of, you comply with all of the terms of this agreement. A violation of any one of these rules will result in a full loss of deposit.

APPLICATION AGREEMENT

Cinco de Mayo STL will provide only the booth space. Tents, lighting, electricity, etc is the responsibility of the vendor.

All equipment, supplies, booth materials, and selling activity must be confined to your allocated space.

Due to the street festival set-up, the rear of your booth will be adjacent to the sidewalk which will not be blocked to pedestrian traffic. It is recommended that you secure product from all sides of your booth, including the rear.

This application is only a request to be considered as a concessionaire at Cinco de Mayo and it does not guarantee space. All questions must be answered legibly and completely before consideration can be made. Upon acceptance vendors will receive notification and permit requirements.

I have read and understand the above information included with this application, and I have answered the above questions, truthfully, and to the best of my ability.

Signature

Date

HOLD HARMLESS AGREEMENT

In consideration of all the work done by the concessionaire, he/she hereby indemnifies and holds harmless the City of St. Louis, Cinco de Mayo, its Board members, their officers, agents, and their employees from any personal injury, costs, and expenses, occurring to anyone in, or about the area of said concession. That the concessionaire is acting as an independent contractor not under the continuing supervision and control of Cinco de Mayo or the City of St. Louis. And agrees that Cinco de Mayo and the City of St. Louis shall not, under any circumstances, be liable under or by any reason of the Agreement, directly or indirectly, for any accident, injury, breakage or damage to property or persons whatsoever growing out of any activities relating to the Cinco de Mayo activities. Concessionaire agrees to abide by all Federal, State, County, and Municipal laws, ordinances, regulations, guidelines and rules. Concessionaire agrees to be responsible for all employees, agents and contractors of concessionaire. Any concessionaire or employee, agent or contractor of concessionaire who violates any such law, ordinance, regulation, guideline or rule in connection with the operation of the concession, shall forfeit the concession and be disqualified from participating in Cinco de Mayo in the future. In this event, concessionaire shall cease all business activities and vacate the premises immediately forfeiting all fees.

This Agreement made and entered into this _____ day of _____ 20_____.

Signature of Vendor _____

Signature of Cinco de Mayo Representative _____

**All Fees Must Be Included With Application
Please return pages 4, 5, & 6 by March 31, 2012 to:**

Cinco de Mayo STL - 3407 S Jefferson, St. Louis, MO 63118
phone: (314) 632-6498 - fax: (866) 360-1861 - email: info@cincodemayostl.com

CINCO DE MAYO PRE-EVENT INSTRUCTIONS

- 1 Once you have submitted your vendor application to Cinco de Mayo STL you will need to obtain either a **Vendor Permit** (if your business is located outside of St. Louis City) or a **Vendor Permit Waiver** (if your business is located within St. Louis City) **from the License Collectors Office** located on the 1st floor of City Hall at 1200 North Market in Room 102. Note: this waiver is required of all vendors participating in the event, with the exception of artists.
- 2 If food will be served at your booth you will need a **Health Permit**. This can be obtained from the St. Louis Health Department located at 1520 Market in Room 4050. Phone (314) 612-5100
- 3 If your booth requires propane gas you must complete the attached application for a **Fire Safety Permit** and return to the St. Louis City Bureau of Fire Prevention located at 1421 N. Jefferson, St. Louis, MO 63106. Phone: (314) 289-1900 Fax (314) 289-1985
- 4 **By Friday April 27th**: Send the applicable items via email or fax to Cinco de Mayo St. Louis. Between 7 A.M. and 10 A.M. May 5th pick up your Vehicle Pass and Cinco de Mayo Vendor Credentials allowing you to be a vendor at Cherokee St. Cinco de Mayo at 2741 Cherokee. At this time you will receive the exact location in which you are allowed to set up within the festival zone.

Note that power is not supplied by Cinco de Mayo St. Louis. If you plan to bring a portable generator please contact us at 632-6488 on or before **Friday, April 27th** to be added to the list of permitted temporary electrical users. Any vendors who fail to do so will not be allowed to use temporary power.

Without your Festival Access Pass from Cinco de Mayo and proof of waiver from the license collector's office you will not be allowed to vend on the day of the Cinco de Mayo celebration.

TENTATIVE DAY OF EVENT SCHEDULE

6:00 AM	- Street Closings go into effect
8:00 AM	- Security is put into place - Vehicle Passes needed to enter Festival Zone
10:00 AM	- All vehicles out of Festival Zone
10:30 AM	- All vendors set up
11:00 AM	- Festival Begins - Liquor and Beer sales begin
8:30 PM	- Last Call
9:00 PM	- All Liquor & Beer sales end
9:30 PM	- Festival Ends - Music Ends - All patrons off streets - Barricades pulled

CITY OF SAINT LOUIS
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE & FIRE PREVENTION

APPLICATION FOR PERMIT

Date _____

Name of Company _____

Address _____

Telephone _____

THE ABOVE NAME COMPANY HEREBY MAKES APPLICATION

TO CONDUCT THE FOLLOWING BUSINESS: AT THE FOLLOWING LOCATION: _____

AND/OR FOR THE KEEPING, STORAGE, USE, SALE, OR MANUFACTURE OF THE FOLLOWING HAZARDOUS MATERIALS: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED, GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

STATEMENT:

I, HEREBY ACKNOWLEDGE THAT, I HAVE READ THIS APPLICATION: THAT THE INFORMATION GIVEN IS CORRECT: AND THAT I AM THE OWNER, OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE NOW ADOPTED OR THAT MAY HEREAFTER BE ADOPTED.

SIGNED _____

TITLE _____

DO NOT WRITE IN THIS BOX: FOR INSPECTORS REPORT ONLY:

DOES APPLICANT COMPLY WITH ALL REQUIREMENTS OF THE FIRE PREVENTION CODE? _____

APPROVED _____ DISAPPROVED _____ REASON FOR DISAPPROVAL _____

APPROVED BY INSPECTOR _____ DISTRICT NO. _____

DATE _____

This application MUST be FILLED OUT and RETURNED to the Fire Prevention Bureau, within five (5) days upon receipt.

**Fire Prevention Bureau
1421 N. Jefferson
St. Louis, Mo. 63106
Telephone No. 289-1900**