

Overview of Guidelines for vendor space for EN FUEGO, Saturday, August 24, 2019

We will assign space according to:

1. Type of food/merchandise
2. Appearance of the unit
3. Special needs of the vendor — size, electrical, etc.

A completed application and agreement, along with your vendor fee of \$250 **per space** received by May 15, 2019 will allow you to be assigned a space in the first assignment. Fees will increase after May 15, 2019 per the schedule below. If frontage required exceeds 20 feet (**tongue and all other parts of the unit must be included**), you must reserve additional space. We will rent additional half spaces to accommodate these larger units. Be certain of the space you need!

If your unit does not fit within the space you reserved, we may not be able to accommodate you for operation of your unit. In this event, you will forfeit your vendor fee and will not be allowed to operate at En Fuego.

PLEASE NOTE OUR NEW FEE SCHEDULE

Vendor Fees are due by May 15, 2019. **Fees will increase after this date per the following schedule**

2019 Vendor Fees & Due Dates		
Due Date	Fee for 1 space	Fee for 1 ½ Spaces
On or before May 15, 2019	\$250	\$375
May 16 – June 15, 2019	\$300	\$450
June 16 – July 15, 2019	\$350	\$525
July 16 – August 15, 2019	\$400	\$600

A small, color photo from new vendors will be required to assist in the assignment process. If you have participated at En Fuego in the past, a photo is only required if your unit has changed since your last photo submission.

A list of every type of item sold and its selling price must also accompany your application. Every effort will be made to control excess duplication of primary items being sold at the event. The decision of the Concessions Manager will be final. Every effort will be made to create a positive atmosphere for selling.

ALL VEHICLES WHICH ARE NOT AN INTEGRAL PART OF THE UNIT MUST BE PARKED IN THE DESIGNATED PARKING AREA.

Vendor Checklist

- _____ \$250 Vendor Fee must accompany signed application and contract. Add additional space fee if applicable.
- _____ **FEES ARE DUE BY May 15, 2019 OR WILL INCREASE AFTER THIS DATE AS NOTED ABOVE!**
- _____ 10% of your total sales at En Fuego on is due to En Fuego Ministries before check out on Saturday, August 24, 2019 (be sure to include monies pulled from cash to purchase drinks, ice, etc.).
- _____ Concession stands will have to meet health standards and regulations of the Chilton County Health Department. Contact Pam New at 205.755.1287 with questions regarding this matter.
- _____ Please include with your application and agreement your Certificate of Insurance for at least \$1,000,000 with **En Fuego Ministries and Grace Waddell** named as additional insured. You may have your insurance agent email a copy of your current policy to Rebecca George at rgeorge15396@gmail.com or fax to 205-280-4110 (must call before faxing). Certificate of Insurance must be received no later than Friday, August 02, 2019.
- _____ You will be required to furnish all items needed. (i.e., coolers, cords, tables, chairs, money boxes, cash register or calculator, change, etc.)

**APPLICATION SUBMISSION DOES NOT GUARANTEE ACCEPTANCE AS A VENDOR.
IF YOU ARE APPROVED TO BE A VENDOR AT EN FUEGO 2019, FEES ARE NON-REFUNDABLE**

KEEP THIS PAGE FOR REFERENCE PURPOSES

VENDOR AGREEMENT

PLEASE READ, SIGN AND RETURN COMPLETE PACKET TO EN FUEGO MINISTRIES, PO BOX 248, VERBENA, AL 36091.

This Agreement entered into this _____ day of _____, 2019 by and between EN FUEGO MINISTRIES hereinafter referred to as "GRANTOR", and _____ hereinafter referred to as "VENDOR."

For and in consideration of the mutual covenants herein contained and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged by Grantor and Vendor do hereby agree as follows:

1. **SITE AND DATE:** Vendor shall have the right to provide the goods set forth below at EN FUEGO to be held in Verbena, Alabama, on Saturday, August 24, 2019 hereinafter referred to as "THE EVENT".
2. **PAYMENTS:** The vendor fee is \$250 "per space" if received by May 15, 2019 and includes up to 50 amps of power. A "space" is 20' wide and 20' deep. An additional 10' of frontage can be obtained for an additional fee (see fee schedule below). **Fees increase after May 15, 2019 per the schedule below.**

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EN FUEGO is a rain or shine event and refunds cannot be given because of inclement weather. PAST PARTICIPATION DOES NOT GUARANTEE ACCEPTANCE. The Grantor reserves the right to refuse any vendor. All merchandise sold must be the same as presented to the Grantor on the Vendor's application. Vendors found selling non-approved items or approved items sold at a price other than indicated on the acknowledgement form will be asked to cease operations and will NOT have their fees refunded. Fees for vendors are non-refundable and non-transferable. No personal checks accepted. Must be cash, cashiers check, certified check or money order.

3. **COMMISSIONS:** The Vendor agrees to pay EN FUEGO MINISTRIES a commission of 10% of the **gross sales from the Event**. (This is 10% of total gross sales at the event and **does not exclude** cost of goods sold, including products purchased by vendor at the event from En Fuego Ministries.) All sales must be reconciled and payment made to EN FUEGO MINISTRIES, in cash, before leaving the site at the conclusion of the Event. **NO EXCEPTIONS.** Commission paid to EN FUEGO MINISTRIES is based on the honor system. **PLEASE HONOR IT!**
4. **BEVERAGES:** Every year EN FUEGO MINISTRIES selects a soft drink company as a "Corporate Sponsor". This "Corporate Sponsor" will be the exclusive supplier and distributor of all soft drink and bottled water products for independent food vendors contracting with EN FUEGO MINISTRIES. All food vendors should note that by signing the contract, you are also contracting to purchase these beverages through the Grantor and serve that specific soft drink. You shall **only** serve that specific brand of soft drinks at the Event. Please do not bring any other beverages with you unless listed on your application and preapproved by the Concessions Manager. All food vendors should further note that by signing the contract, you are also contracting to sell the soft drink and bottled water products at the price established by the Grantor. Any logo other than exclusive sponsor must be removed or covered during event hours.
5. **ICE:** The Grantor will also have an exclusive supplier of ice on the grounds. All food vendors should note that by signing the contract, you are also contracting to purchase all of your ice through the Grantor, whether ice is for cooling or sales.

**Take special
note of items
4 & 5**

**VENDOR
MUST
STRICTLY
ADHERE
TO**

6. GENERAL CONDITIONS:

- a. **Check-in & Setup:** Vendor registration will begin on Friday, August 23, 2019 at 10:00 a.m. Vendors must be **completely** set up by Saturday, August 24, 2019 at 9:00 a.m.. **The gates will open at 12:00 p.m. on Saturday, August 24, 2019** (Subject to change but you will be notified if it does.)
- b. The location assigned is final and we appreciate your cooperation. Each Vendor space will be marked-off according to the footage indicated on the application. There will be NO extra footage available so please verify that your booth size is accurate on the application. If your equipment does not fit within the space you reserve, we may not be able to accommodate your unit for operation. If this occurs, you will be asked to remove it and your booth fee will not be refunded. Vehicles must be moved immediately after unloading. Vehicles are not allowed on site until the Event is over at approximately 9:30 p.m. Event liability insurance prohibits vehicles on site during Event hours.
- c. **Sales Tax:** All Vendors are responsible for paying Alabama State Sales Tax.
- d. **Operations:** The operations and conduct of the Vendor during the Event shall be subject to the approval of the Concessions Manager. All vendors must have a representative in their booth at all times from 12:00 p.m. until the Event ends on August 24, 2019. Any noncompliance may result in the Vendor being asked to cease operations at the Event.
- e. **Exclusivity:** The Grantor reserves the right to grant exclusive rights to any product sales as deemed appropriate by the Event.
- f. **Restrictions:** This is a family, **Christian** event. No alcoholic beverages are permitted. No obscene language or gestures will be tolerated. Clothing worn by Exhibitor employees, volunteers, or representatives should be modest and have no suggestive or vulgar content. No merchandise, materials, clothing, or any other thing, is allowed that promotes or condones anything that is in opposition to our Christian beliefs and Biblical morals. This includes, but is not limited to, other religions, premarital or extramarital sex, homosexuality, racial slurs, etc. No smoking is allowed in the merchandise area. No pets are allowed on the site.
- g. **Change:** Vendors must provide their own change.
- h. **Cleanliness:** Vendor's operations at the Event shall be, at all times, conducted in a clean and orderly and legitimate manner in accordance with existing ordinances and laws. Vendors are responsible for containing and removing from the site any trash generated by the operation of their booth.
- i. **Liability:** The Vendor shall release and forever discharge from liability Grace Waddell and En Fuego Ministries, its staff, agents, volunteers, employees, sponsors and their affiliated companies, officers, agents and employees and assigns from and against all losses, costs, damages, expense, and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person, or damage or destruction to property, real or personal, arising directly or indirectly from operations, products, or services rendered, directly or indirectly under this contract.
- j. **Insurance:** Upon acceptance, Vendors must submit Certificate of Insurance carrying at least \$1,000,000 and listing **En Fuego Ministries and Grace Waddell** as additional insured. (The physical location of the event is 2701 CR 23, Verbena, AL, 36091) If Certificate of Insurance is not submitted with the Vendor's application, the Vendor's insurance agent must fax a copy of proof of insurance to the Grantor no later than Friday, August 02, 2019.
- k. **Health Department Permit:** Concessions Manager will check vendor areas for compliance with Health Department regulations according to the exemption status for En Fuego. These include ground covering, fans, hand-washing station, fire extinguisher, etc.
- l. **Electrical Power:** The Grantor will provide up to 50 amps of power for the booth space if needed. If the Vendor has any other electrical requirements, those must be specifically outlined on the Vendor Application accompanying this contract. **Vendors must provide their own 200-foot extension cord. All cords must be 12-gauge minimum, grounded and approved for use in a wet location and in direct contact with the ground. Cords must be the correct size for the load. All electrical connections and equipment must be in good repair and properly grounded and polarized.**
- m. **Fire Hazards:** If the Vendor prepares food that may be a fire hazard, a working fire extinguisher must be in booth.
- n. **Subletting of Space:** Vendor does not have the right to sublet any space without the prior written consent from the Concessions Manager.
- o. **Security:** Event security will be provided; however, the Grantor is not responsible for lost or stolen items.
- p. **Check-out:** The Event is not over until approximately 9:30 p.m. on Saturday night due to longer running stage acts. Vendor vehicles will not be allowed on site until then or until the Concessions Manager deems it safe to allow access of vehicles on site. All Vendors must have their area clean,

packed, loaded, and off the Event site by 4:00 p.m., Sunday, August 25, 2019. Vendors may be charged a penalty if they remain on site past this time.

EN FUEGO MINISTRIES is a 501(c)3 not-for-profit corporation.

I acknowledge having read the above rules and regulation. I understand their importance and know that failure to comply with these rules may result in the removal of my booth and my future involvement with The Event.

AGREED AND EXECUTED by:

Vendor:

Name: _____

By: _____

Date: _____

Grantor:

En Fuego Ministries

By: _____

Date: _____

Concessions Manager:

Rebecca George

Telephone: 205.280.4110

Cell: 205.299.1740

E-mail: rgeorge15396@gmail.com

Grantor's Address:

En Fuego Ministries

PO Box 248, Verbena, AL 36091

E-mail: info@enfuegoinfo.com



2019 Vendor Application

Company/Organization Name: _____

Contact: _____

Address: _____

Email Address: _____

Website: _____

Phone: _____

Fax: _____

INDICATE ALL ITEMS YOU PROPOSE TO SELL AND PRICE(S)*

ITEM	PRICE
_____	_____
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Attach additional pages if necessary

***All items and prices must be posted at the site of sale for entire Event!**

Vending Unit

Type of Vending Unit: Push Cart _____ Trailer _____ Truck _____ Tent/Booth _____

Size (including tongue and all other parts of the unit)

Length _____ Depth _____ Total Frontage Requested _____

Will you need electricity for your unit? _____ **If Yes, amps needed** _____ Describe, in detail, if you have any additional electrical needs. _____

Include With Application:

- A) Completed Vendor Agreement
- B) Applicable Vendor Fee per schedule
- C) Certificate of Insurance (or have agent email or fax to Rebecca George, see overview for info)
- D) Unit Type & Size Request
- E) Electrical Requirements
- F) Current Photo(s) of Unit/Booth/Cart (if first time Vendor or if unit has changed since last photo submitted)

Make check payable to En Fuego Ministries
Submit application, all applicable fees, etc. by May 15, 2019 for first space assignment.
Refer to the fee schedule for all applications received after May 15, 2019.

Mail to

En Fuego Ministries
Attn: Concessions Manager
PO Box 248
Verbena, AL 36091

I acknowledge and certify that I have read and agree to abide by rules established by En Fuego Ministries. I also hereby agree to release and hold harmless En Fuego Ministries, its employees and volunteers, as well as the owners of any private property that the event utilizes, from any damages or losses due to theft of the undersigned vendor's property or for any personal injury, which the vendor or anyone working for the vendor may sustain while participating in En Fuego.

Signature _____

Position _____

Date _____

En Fuego Ministries Use Only

Date Received _____

Amount Received _____

Check No. _____