



**2020 Pin Pandemonium Reservation Agreement (FORM 18)**

**ORGANIZATION INFORMATION:**

Organization Name:

Organization Street Address:

Organization City/State/Zip:

I would like one (1) table and two (2) chairs at the Pin Pandemonium  
c \$40 pre-sale (payment due by March 20, 2020)  
c \$70 reservations made after March 20 (payment due by April 3, 2020)

**\*\*\*\*\*Payment due by March 20, 2020\*\*\*\*\***

**ORGANIZATION POINT OF CONTACT:**

First Name:

Last Name:

Mobile Phone #:

Email:

I am paying by  Check  Credit Card

**CREDIT CARD INFORMATION**

VISA  MasterCard  American Express  Discover

Name as it appears on the Card:

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Address on Card: \_\_\_\_\_



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Termination. This agreement shall automatically terminate upon the end of the event. The Fiesta San Antonio Commission shall have no further obligation to the vendor organization (Vendor) in connection with subsequent Commission events in future years.

### Requirements:

Vendor Organizations participating in Pin Pandemonium agree to abide by the following:

- Must be a current Participating Member Organization (PMO), Nonprofit or Business Member in good standing and reflect the community spirit of Fiesta, at no time damaging the reputation of or be offensive to the orderly conduct of Fiesta.
- PMOs may purchase multiple tables, if desired; Business and Nonprofit Members may purchase just one table per membership.
- PMOs, Nonprofit and Business Members may only sell medals that represent their organization and may not sell or promote other merchandise of any kind or medals or pins created for or by other organizations, individuals, or other entities of any kind. Other merchandise may only be sold at Fiesta outside of Pin Pandemonium with the purchase of booth space or roving vendor badge.
- Because of space constraints, only two sellers allowed at any one table.
- Pre-paid advance reservations only. We cannot accommodate walk-ins or day-of payments.
- Tables may not be moved.
- As sun may be an issue, umbrellas are welcome if they do not extend over another table area.
- Cost of event is \$40 pre-sale (before March 20, 2020) and \$70 for late reservations (from March 21 to April 3, 2020)
- Submission of reservation agreement forms does not guarantee acceptance due to limited space. All tables are on a first come, first served basis upon payment received, and must be paid in full: Presale by March 20, 2020; Late reservations by April 3, 2020.
- Must abide by the following schedule on April 16, 2020:
  - 12-1 pm: Load-in tablecloth, small table sign, cash or credit card machines for sales and all of your Pin Pandemonium items.
    - Your 6-foot table and two chairs will be provided, but there will be no electricity and sales may begin as soon as you are set up.
    - Space is very tight, so recommend not having more than two people at your table at one time, perhaps breaking into shifts of 2-3 hours at a time.
  - 2pm: Show ready
  - 3pm: Fiesta<sup>®</sup> Fiesta begins.
    - Please keep all your items within your table space.
    - Pin Pandemonium is smoke free, vendors may not have alcohol, and no children under the age of 15 may be at the vendor space.
  - 6 pm: Any unclaimed tables may be reassigned
  - 9 pm: Fiesta<sup>®</sup> Fiesta fireworks end.
  - 10 pm – Midnight: Tear-down and move out
    - Please discard trash in designated dumpster to avoid removal charges.
- Current 2019-2020 PMO, Non-Profit or Business Members that recruit a new (not active since at least 2017) 2019-20 Nonprofit or Business Member to the Fiesta Commission by October 1, 2019, will receive a free Pin Pandemonium table.



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Ordinance. As the rights of the Commission as the official coordinating entity for the events are controlled by the City of San Antonio, as amended from time to time, Vendor further agrees to comply with the terms and conditions contained in such Ordinance and related contract between the Commission and the City of San Antonio.

Prohibited Acts. Vendor shall not distribute or advertise any products or services that are not consistent with the "family friendly" character of Fiesta®. Vendor shall comply fully with all applicable federal, state, and local regulations.

Miscellaneous.

- a. This Agreement shall be governed by the laws of the State of Texas and shall be performable in San Antonio, Bexar County, Texas.
- b. This Agreement contains the entire understanding of the parties with regard to the subject matter herein addressed, and it may not be modified in any fashion except by written instrument executed by both parties hereto.
- c. Vendor agrees to be liable for its respective acts, omissions and obligations under this Agreement and indemnifies and holds the Commission (including its officers, participating organizations, and employees) harmless of any such acts, liabilities, omissions, claims or obligations. Any indemnity hereunder shall also inure to the benefit of the City of San Antonio. This indemnity shall survive the termination of the Agreement.
- d. Nothing contained herein shall be deemed or constructed to create any partnership or joint venture between Vendor and Commission. All activities by each party or its subcontractors under the terms of this Agreement shall be carried on by such or its subcontractors, as an independent contractor and not as an agent of employee of the other party hereto. Under no circumstances shall any employee of each party or employee of its subcontractors be deemed or construed to be an employee of the other party. Neither party shall be liable for any injuries or damages incurred by the other party, or the other party's subcontractors, as a result of the other party's activities in the performance of this Agreement.

The Vendor releases the Fiesta San Antonio Commission and its agents, and the City of San Antonio, from any liability due to breakage, theft, or bodily harm while at Fiesta Fiesta®. The Vendor also agrees to the rules and regulations of Fiesta Fiesta® and Pin Pandemonium.

Vendor Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Vendor Representative Name (Print) \_\_\_\_\_

Vendor Organization Name \_\_\_\_\_