



2016 Earth Day Festival – April 17th, 2016 Vendor Application & Agreement



Name of Organization/Company: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone: _____ Fax: _____

Cell Phone: _____ Email address: _____

Requirements:

Vendors will be provided the exact measurement of the booth purchased (no additional storage space will be provided). If additional space is needed, you may purchase a second 10x10 space for regular booth fee of \$100.00.. Vendors are responsible for all of the following:

- | | |
|---------------------------|------------------------------------|
| ✓ Tent/Canopy (mandatory) | ✓ Booth set up/Breakdown |
| ✓ Tables & Chairs | ✓ Product |
| ✓ Signage | ✓ Individual Promotional Material |
| ✓ Extension Cords | ✓ Table Covers |
| ✓ Display Racks/Walls | ✓ Rolling Carts to Transport Items |

Pinecrest Gardens will not provide any of the above items unless previously discussed and approved by the Programs & Events Staff Only.

Vendor Space Fee(s):

10'x10' space = <u>\$80.00</u>	X	Number of Booths # _____	Total: \$ _____
Electricity = <u>\$25.00</u>		Yes _____ No _____	Total: \$ _____
Late fee of \$25 enforced if form is submitted after April 1 st , 2016			\$ _____

Total Amount Enclosed with Application \$ _____

Payment:

Credit Card (Circle One): VISA, MasterCard, Discover # _____ Exp: _____

Check # _____ (please note there will be a \$40 fee for all NSF checks)

Make all checks payable to "The Village of Pinecrest". Mail to: 11000 Red Road, Pinecrest, FL 33156

Proposed Items for Event

We Reserve the right to ask you to adjust your items to reduce duplication at the event. All menu items must be approved by Programs & Events Staff Only. Please include items and prices.

APPLICATION DEADLINE IS FRIDAY, APRIL 1ST, 2016

VENDOR AGREEMENT

This agreement is entered into this _____ day of _____ 2015-2016, by and between the Village of Pinecrest (hereinafter referred to as "Village" and _____ (hereinafter referred to as "Vendor"), who resides at (Address) _____ (City) _____ (State) _____ (ZIP Code) _____

WHEREAS, Vendor desires to participate in said event in accordance with the rules and regulations established by the Village; IT IS HEREBY AGREED by the parties herewith that the following provisions shall govern this agreement.

ARTICLE 1. VENDOR RULES AND GUIDELINES

- Section 1. All spaces are assigned by the Pinecrest Gardens Program & Events Department and are subject to change up to and during the event.
- Section 2. All set-up is to be completed 30 Minutes prior to event start time. Vehicles are not permitted on the grounds during the event. Set-up may begin on the Friday prior to the event and breakdown may occur as late as the Monday after the event.
- Section 3. Vendors are responsible to set-up their own display, clean up their area clear all trash and collect and report taxes. **All vendors are required to remain in the area during all of the hours of the event. If a vendor leaves early they will not be allowed to participate in any future events at Pinecrest Gardens and forfeit any vendor fees already submitted for all events.**
- Section 4. All signage and decorations must meet Village approval.
- Section 5. The Festival is an outdoor event that may have inclement weather conditions. The Village is not responsible for any damage or theft of any goods, items or vendor display.
- Section 6. All vendors shall obtain, at their own expense, licenses and permits required for operation, including but not limited to licenses and permits required by the State of Florida, the County of Miami-Dade, and the Village of Pinecrest, i.e., City business license, County health permit, etc.
- Section 7. There is no damage deposit required, however a \$20.00 fee will be assessed and billed if booth space is left with trash. Any permanent damage will be billed at the rate at which costs the Village to fix.
- Section 8. **The Village reserves the right to prohibit the sale of any food or drink up to and including the day of the event. Alcoholic beverages are strictly prohibited. Substitutions for previously approved items is prohibited without Village approval. Any vendor selling unapproved items will be asked to leave the premises without a refund.**
- Section 9. Vendor agrees to provide all service equipment, supplies and personnel, and to assume complete responsibility for the staffing and operation of the food/beverage concession.

ARTICLE 2. TERMINATION OF AGREEMENT

- Section 1. The event is an outdoor event and will be conducted rain or shine. The vendor fee shall not be refundable after the deadline date of 30 days prior to event. The vendor fee shall not be refundable due to Vendor's cancellation or failure to appear.

ARTICLE 3. RELEASE, WAIVER AND ASSUMPTION OF RISK

- Section 1. **FOOD VENDORS ONLY:** Vendor shall provide and maintain in force during the term of this agreement combined single limit comprehensive public liability and products liability insurance coverage with each occurrence policy liability limits in the sum of one million dollars (\$1,000,000.00).
- Section 2. I, the undersigned, am fully aware and understand the potential risks involved with my participation in this cultural activity for the citizens of the Village of Pinecrest, namely the festival or event. Specific dangers include damage to personal property, loss of personal inventory, serious physical injury or death. Additional dangers include and are not limited to damages due to inclement weather and other reasonably anticipated risks that accompany participation in such event. I acknowledge that I voluntarily participate in this event. I hereby agree to assume all risk of injury, damage to persons and property and/or death, and to hold the Village of Pinecrest, and its officers, agents or employees harmless from any liability for any injuries, or claim for damage, damage to goods or death that may arise in connection with my participation in this event. This Agreement shall be binding upon my heirs and dependents as well as myself. I participate freely and voluntarily in this event and expressly assume all of the risks of the event.

IN WITNESS WHEREOF, this Agreement was executed on the date written below.

NONEXCLUSIVE AGREEMENT

The services to be provided by the CONTRACTOR pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

Applicant/Vendor NAME

Signature

Date

PINECREST GARDENS OFFICE USE ONLY

Confirmed Denied Date Received: _____ Booth Assigned _____ Emailed Package