

Backyard Paradise Festival April 17 & 18, 2010



Vendor Application & Agreement

- Complete and sign both sides of this Vendor Application and Agreement.
- Mail signed Vendor Application and Agreement and check or money order to:
 - Program and Event Coordinators*
 - Village of Pinecrest*
 - Department of Parks and Recreation*
 - 5855 Southwest 111th Street*
 - Pinecrest, Florida 33156*
- **Make checks payable to: Village of Pinecrest**
- **Or email with credit card information to**
 - Claudia E. Caldwell (ccaldwell@pinecrest-fl.gov)*
 - Andrina Pardee (apardee@pinecrest-fl.gov)*

Your name: _____

Business name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Business Phone: _____ Business Fax: _____

Evening Phone: _____ Email address: _____

Vendor fee(s):
 10'x10' space @ \$175 each..... # _____ Total \$ _____

Credit Card type: _____ Cardit Card # _____ Exp: _____

YOU are responsible for providing the following. Please check off to inform the staff what you will be bringing:

- EZ-Up and/or canopy Signage Display racks
- Dolly for unloading/loading
- Extension cords

Name and description of items to be sold*	Price range

*Substitution of previously approved items is prohibited without approval from the Department. Any Vendor selling unapproved items will be asked to leave the premises **without refund** (see Article 1, Section 10 for details).

VENDOR AGREEMENT

This agreement is entered into this _____ day of _____ 2009-2010, 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 Village of Pinecrest Parks and Recreation Department and are subject to change up to and during the event.
- Section 2. All items are required to be sold by and supervised by the service club or staff employed by the service group.
- Section 3. All set-up is to be completed by 9:30 A.M. on Saturday, April 17, 2010. Vehicles are not permitted on the grounds during the event. Set-up may begin on Friday, April 16, 2010 at 8 a.m.
- Section 4. Vendors are responsible to set-up their own display, clean up their area and collect and report taxes. **All vendors are required to remain in the area during the hours of the event.**
- Section 5. All signage and decorations must meet Village approval.
- Section 6. The Village will provide and distribute media information and publicity.
- Section 7. Backyard Paradise 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 8. 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 9. 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 it costs the Village to fix.
- Section 10. **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 11. 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. Backyard Paradise Festival is an outdoor event and will be conducted rain or shine. The vendor fee shall not be refundable after the deadline date of April 1, 2010. The rental 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). This policy or policies or liability insurance shall contain the following endorsement: "Village of Pinecrest, its officers, agents and employees are named as additional insured." A signed and complete certificate of insurance shall be submitted to the Village prior to the event.
- 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 "Backyard Paradise Festival" 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, Department of Parks and Recreation 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.

VILLAGE OF PINECREST DEPARTMENT OF PARKS AND RECREATION

Applicant/Vendor

Loren Matthews, Director of Parks & Recreation
(or designated representative)

Date

Date