

PALMETTO'S 4TH OF JULY '2019
FOOD & CRAFT VENDOR APPLICATION AND LICENSE AGREEMENT



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| APPLICANT NAME ("Applicant"): | | | |
| BUSINESS NAME: | | | |
| BUSINESS/APPLICANT ADDRESS: | | | |
| CELLPHONE: | | | |
| EMAIL: MUST BE PROVIDED! | | | |
| FOOD VENDOR | YES | NO | |
| CRAFT VENDOR | YES | NO | |
| # OF 10X10 SPACES REQUESTED | | | MORE THAN 1 SPACE WILL COST AN ADDITIONAL \$100/SPACE |
| LIABILITY INSURANCE: | YES | NO | EMAIL OR FAX TO JENNY WITH APPLICATION |
| HAVE A GENERATOR: | YES | NO | ELECTRIC NOT PROVIDED BY THE CITY – BRING A GENERATOR |
| PA BUSINESS LICENSE HOLDER: | YES | NO | IF YES, FREE VENDOR SPACE – PROVIDE BUS LICENSE W/ APP |
| <p style="text-align: center;">ITEMS REQUESTING TO SELL.</p> <p style="text-align: center;">BESPECIFIC!</p> <p style="text-align: center;">NOT LISTED; NOT CONSIDERED.</p> <p style="text-align: center;">NO GUARANTEE OF ANY ITEM UNTIL YOU RECEIVE APPROVAL FROM EVENT COORDINATOR VIA EMAIL MID JUNE.</p> | | | |

1. INDEMNIFICATION. Applicant shall indemnify and hold harmless the City of Palmetto ("City") and the Palmetto Community Redevelopment Agency ("CRA"), both agencies' officers, agents, employees and assigns harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, expenses, or other disputes (collectively, the "Claims") arising out of or relating to any material breach by Applicant of, or non-compliance with, its obligations under this Agreement or arising out of or relating to this License Agreement for City property as a vendor. The City shall promptly notify Applicant in writing of any such Claim, and the City promptly shall defend at Applicant's expense and may settle such Claim in its commercially reasonable discretion. Nothing herein shall prevent the City from defending or settling, if it so desires, any such Claim at its own expense through its own counsel.
2. HEALTH LAWS. Food Vendors shall comply with all state and local health care laws and regulations.
3. SALES TAX. Florida state sales tax is the responsibility of the Applicant.
4. APPLICABLE LAW/REGULATIONS. It is Applicant's responsibility to ensure all state, county, fire district

and city regulations while doing business for this event. Booths can be shut down at any time if rules and terms of this Agreement are not followed and shall not receive a refund. CRA rules regarding vendors are attached to this Agreement.

- 5. INSPECTIONS. All Applicants are subject to inspection day of event by the Fire Marshall.
- 6. WEATHER. No refunds shall be given due to adverse weather.
- 7. DUPLICATION. There shall be NO sales of food or drink items except those approved by the Event Coordinator. The Applicant may be shut down immediately and may not be invited back to future events held by the City of Palmetto. Event Coordinator will provide an approved list of items permitted to sale before event.
- 8. LOCATION. There is no guarantee of booth location. Map with details will be provided no sooner than one week before event. This includes arrival time and location. NO vendor is permitted to arrive earlier than their assigned arrival time. If you choose to arrive sooner than time given, drop vendor booth off and leave before assigned time, – you will **NOT** be permitted to set-up booth and will be asked to leave immediately. No refund given (See item# 12) **NO EXCEPTIONS!** No Vendor is permitted to leave before end of show. If so, vendor will not be welcome back to future events.
- 9. INSURANCE. Applicant shall provide a Certificate of Liability Insurance demonstrating required coverage with completed application. Insurance coverage requirements are attached. The City of Palmetto & Palmetto Community Redevelopment Agency BOTH must be listed as an additional insured for the event. (If the Applicant does not have insurance please see attached sheet that explains the TULIP Program.) NO application will be considered without the Certificate of Liability Insurance Form & all supporting documents.
- 10. SPACE SIZE. Spaces are 10'x10' and shall be assigned by CRA staff.
- 11. LICENSE HOLDERS. One FREE 10' x 10' space shall be provided, subject to availability, for all Palmetto Business License holders (Must provide license with application); All others will be charged \$150/space. Extra spaces may be provided for \$100.00 per space, and are subject to availability. Payments shall be payable to: City of Palmetto, CRA.
- 12. REFUNDS. Payments are **non-refundable**.
- 13. ASSIGNMENT. Since the rights and obligations of the Applicant under this Agreement are personal to them, this Agreement may not be assigned or transferred by the Applicant.
- 14. COMPLETE AGREEMENT. This Agreement sets forth the entire agreement between the parties with respect to the subject matter agreed to between the parties and supersedes any and all prior understanding and agreements whether written or oral between the parties with respect to such subject matter.
- 15. GOVERNING LAW. This Agreement is governed by the laws of the State of Florida and any disputes hereunder shall be filed in the courts in and for Manatee County, Florida.
- 16. COMMUNICATION: All communication will be via email. If you do not have an e-mail, you must let Event Coordinator know when submitting application.
- 17. APPLICATION – Before any application is reviewed it must be completed in its entirety and all required documents MUST be submitted including but not limited to: completed application, certificate of liability insurance with BOTH the City of Palmetto **AND** CRA listed as one day insured, Payment in form of check (unless not permitted for certain reasons) and business license – if you have one. Submit application and required documents to the:

EVENT COORDINATOR JENNY SILVERIO; (941)723-4988
EMAIL TO: JSILVERIO@PALMETTOCRA.ORG
FAX TO: (941)417-2920
MAIL TO: 324 8th AVE WEST; SUITE 103, PALMETTO, FL 34221 –
THIS IS A NEW ADDRESS EFFECITVE MAY OF '2018.

My signature below indicates I agree and understand with the above information.

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| SIGNATURE: | |
| PRINT: | |