



July 4th Centennial VENDOR AGREEMENT

- **Space rental fee per event: Craft \$50.00 - 10'x10' space MUST have a tent.**
- **HOURS FOR (SET-UP 1:00PM –3 PM) (EVENT HOURS 3:00PM – 10:00PM)**
- **You will be assigned a spot to set up in for the event.**

Accepted vendors must agree to the following rules:

- Nails cannot be placed in the streets, sidewalks, or parking lots. No loose wires on pedestrian walkways.
- VENDORS bear the responsibility for security needs for their exhibit.
- Any vendor seen drinking alcoholic beverages at their location during event hours may be asked to leave immediately and their future participation in the event will be discontinued.
- The VENDOR shall be solely responsible for their own display, materials and products; set-up and dismantle of the same and understand and agree that City of Vero, and the property owners of the land on which the exhibit is erected, its agents, employees and representatives provides no guarantee for the safety of the VENDOR'S property and shall have no obligation or be responsible for any damage to the VENDOR'S display, material, work or equipment.
- VENDOR is responsible for collecting sales tax. VENDORS are responsible for licensing as may be required by local and state governments and all pertinent laws, codes and regulations of authorities/government having jurisdiction. It is required that each VENDOR be covered under their own liability insurance policy and provide Certificate of General Liability insurance naming the City of Vero Beach as an additional insured and the VENDOR agrees to indemnify and hold harmless the City of Vero Beach, and the property owner on the land on which the exhibit is erected.
- Not provided -- Tents, extension cords, lighting fixtures, table skirting, tables or chairs.
- The VENDOR shall leave with all of their unsold items, merchandise, trash, and boxes. VENDOR must clean their designated exhibit area. The VENDOR shall arrange their exhibit so as to not interfere or obscure a neighboring VENDOR'S exhibit

The VENDOR represents that they accept and will comply with these guidelines, rules and regulations through their own free will, that they understand the guidelines, rules and regulations, believes them to be fair, beneficial and in their best interest and agrees to be bound by the same. Vendor manager reserves the right to amend the agreement, rules and regulations when deemed necessary to be in the

best interest of the event. Event officials reserves the right to remove any vendor from participation if any of these guidelines are not followed.

Please send application to

Tammy Bursick c/o City Clerk 1053 20th Pl, Vero Beach, FL 32960

or email to Angie Schepers at Angieschepers@gmail.com.

PRINTED NAME OF CONTACT: _____

DATE: _____

EXHIBIT NAME: _____ Licensed?

YES/ NO

ADDRESS:

—

CITY: _____ STATE: _____

ZIP: _____

PHONE: _____ MOBILE: _____ E-MAIL: _____

List products to be sold:

The VENDOR may only display and offer for sale that which they described on the written executed participation application under products to be sold. Adding products to your space after your participation as a vendor was granted is prohibited without approval of officials. Failure to abide

by this rule may result in your immediate permanent removal from the event.

If the foregoing terms are acceptable, kindly affix your signature below. You will not be required to execute this Agreement on a weekly basis. This agreement is for participation on July 4th. I have read and agree to the guidelines, rules and regulations set forth. I also agree to fulfill all Florida and the City of Vero Beach legal requirements in connection with all sales.

Applicant Signature: _____

Date: _____

I declare that all of the statements in this application are truthful, correct and representative of the products which I will exhibit and sell at July 4th event. I will inform event organizers if I discontinue or expand my products. I agree to abide by the guidelines and understand City of Vero Beach officials reserve the right to make the final interpretation of all guidelines.

Event Officials Signature: _____

Date: _____

If applicable: Liability Insurance Provider _____ Policy

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Applicant Official Contact (print name) _____ agrees to defend, indemnify and hold harmless, Family Fun and Fireworks Event, its officers and directors, sponsors, and employees; and the City of Vero Beach, and its officials, officers, agents, employees, and representatives, past, present and future, from and against any and all liabilities, losses, suits, claims, judgments, fines ,or demands, arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and legal defense thereof (including, but not limited to, attorney fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to the requested activities enumerated in this agreement, and application or in any subsequently issued permit thereto; and/or the use or omissions of the Applicant, its officers, agents, employees, contractors, subcontractors, licensees, volunteers, invitees regardless of where the injury,

death, or damage may occur. Provided, however, that nothing herein shall be construed to be a waiver of the County's sovereign immunity, provided by the Florida Constitution of provisions of Section 768.28 Fla. Stat. (2003).

Applicant Signature: _____