



**VENDOR APPLICATION**

***Boynton Beach Blarney Bash***

East Ocean Avenue  
Friday, March 13<sup>th</sup> 2015  
4:00pm– 10:00pm

Business Name: \_\_\_\_\_

Contact/Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Vendor: Arts/Craft \_\_\_\_ Light Commercial/Retail \_\_\_\_ Fee: 10 x 10 Space (\$100) 10 x 20 Space (\$200)

Please list items to be sold: (*\*please provide 2 photos*) \_\_\_\_\_

Special needs or requirements: \_\_\_\_\_

- All vendors MUST participate in the “Saint Patrick’s Day” theme. (wear something green, decorate, be festive)
- All vendors are responsible for providing their own white 10 x 10 or 10 x 20 tent, weights, tables, chairs, lighting, extension cords, etc. (*tents must be weighted, stakes are prohibited*)
- Set up take will take place Friday, 03/13/15 from 11:30 AM – 2:30 PM. All booths must be ready for business by 3 PM
- All vendors MUST refrain from alcohol consumption during event hours
- **PLEASE NOTE:** All vendor tents, merchandise vehicles & trailers must be off event site by Midnight, March 13<sup>th</sup>. Boynton Beach Police Officers will be on site during event hours. The CRA, the City of Boynton Beach, and POTTC Events are **NOT RESPONSIBLE** for any property damage or lost / stolen merchandise
- All vendors are required to provide a Certificate of Insurance and/or a completed Waiver of Liability Agreement
- **Vendor Deadline 5:00 p.m. Tuesday, March 3<sup>rd</sup> 2015.** Payments received after this date must be in the form of a **Money Order** and include a **\$25.00 Late Fee. No Payments will be accepted the day of the Event.**

**Please mail to:**

**BB Blarney Blast - POTTC Events 1128 Royal Palm Beach Blvd. Suite 169 Royal Palm Beach, FL 33411**

- \_\_\_\_ Completed Application
- \_\_\_\_ Signed Agreement
- \_\_\_\_ Certificate of Insurance / Waiver of Liability Agreement
- \_\_\_\_ Photos: at least 2 photos depicting items and display
- \_\_\_\_ Check or Money Order: 10 x 10 Merchandise \$100 *payable to: POTTC*
- \_\_\_\_ Check or Money Order: 10 x 20 Merchandise \$200 *payable to: POTTC*
- \_\_\_\_ Late Fee (after 03/03/2015) \$25 Money Order: *payable to: POTTC*

For Vendor Information Contact:

Kathy Gilbert - POTTC Events

[info@pottcevents.com](mailto:info@pottcevents.com)

Ph 561 792-9260



**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY  
STANDARD VENDOR AGREEMENT**

This Standard Vendor Agreement (hereinafter “Agreement”) is made by and between \_\_\_\_\_ (hereinafter the “Vendor”) and the **Boynton Beach Community Redevelopment Agency**, a municipal corporation located at 710 N. Federal Highway, Boynton Beach, Florida 33435 (hereinafter, the “CRA”) (collectively the “Parties”).

WHEREAS, the CRA is in need of vendors for **Boynton Beach Blarney Bash**, which will take place at the time and location described below, (hereinafter “Event”); and

WHEREAS, the Event will be held for a proper municipal purpose and is in the interest of the public; and

WHEREAS, the Vendor has the desire, products, knowledge, ability, and equipment to sell its products at the Event;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties acknowledge, the Parties agree as follows:

**1) Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.

**2) Notice and Contact.**

a. **Contact Person for the Vendor:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Others that will be present at booth:** \_\_\_\_\_

b. Contact Person for CRA (hereinafter “Program Coordinator”):

Name: Amy Zimmermann

Address: Boynton Beach CRA, 710 Federal Highway, Boynton Beach, FL 33435

Telephone Number: 561.600.9097

Email Address: [zimmermanna@bbfl.us](mailto:zimmermanna@bbfl.us)

**3) Description of Items to be Sold:** \_\_\_\_\_

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\_\_\_\_\_ (hereinafter “Products”).

NOTE: Only the products listed above and approved by the CRA will be allowed for sale. Any Vendor selling products not listed above and not approved by CRA must stop selling those products immediately and/or be banned from the Event. All changes and additions to products lists must be submitted in writing and approved by the CRA before they can be sold at the Event.

- 4) **Dates and Times:** March 13<sup>th</sup>, 2015 Between the hours of: 4pm and 10pm
- 5) **Approximate length of Event.** 6 hours
- 6) **Location.** East Ocean Avenue Boynton Beach, FL between N. Seacrest Blvd. & NE. 1<sup>st</sup> St
- 7) **Number of Booth Spaces Requested:** 1 2 3 Other: \_\_\_\_\_ (hereinafter, the “Space”)

**Items Provided by CRA:** Booth space only.

Vendor shall not use generators or “multipliers” in the electrical outlets. Any and all alternative power provision methods or uses must be approved by the CRA prior to use. Vendors requiring electricity must notify the CRA and pay for the electricity contemporaneously with the Vendor fees under this Agreement. No assistance will be available at the Event to trouble-shoot electrical issues. Power outages at the Event are beyond the CRA’s control and the CRA assumes no responsibility for power outages.

If Vendor is consuming excessive electrical power, as determined by the CRA, the Vendor may be required to purchase additional electricity or cease its consumption of the excessive electricity.

- 8) **Fees.** Vendor application and payment must be received by 5:00 p.m. Tuesday, March 3<sup>rd</sup> 2015. Payments received after the abovementioned date must be in the form of a Money Order and include a \$25.00 Late Fee. No Payments will be accepted the day of the Event.

Vendor accepts all risks associated with inclement weather conditions and any low attendance associated with weather conditions.

- 9) **Weather Conditions and Low Attendance.** The CRA will notify Vendor as soon as possible if the Event will be cancelled due to weather conditions. There will be no make up days for days that are cancelled for weather-related reasons, or on low attendance days.
- 10) **Documentation.** Vendor affirms that it will produce all documentation necessary to prove its vendor status upon request.
- 11) **Security.** There will be security personnel present at the Event. Vendor understands that the presence of these security personnel does not mean that the CRA is responsible or in any way liable for theft or other incidences that may occur at the Event. Vendor acknowledges that the presence of security personnel does not guarantee safety or security of Vendor, Vendor’s personnel, or Vendor’s products.

**12) Terms of Vending.** The Vendor shall sell its Products described above for the Event. The Vendor shall begin promptly at the start times listed above, and sell its Products only within the Date(s) and Time(s) described above. Reasonable variances from the Date(s) and Time(s) are permitted for acceptable reasons. The CRA has sole and absolute discretion as to what constitutes a “reasonable variance” and what constitutes an “acceptable reason.”

**13) Attendance.** Vendors who do not provide a 7 day notice of cancellation will be considered “no shows” and will not be eligible to return during the 2015 (year/season) for any further scheduled dates. Unless the CRA notifies the Vendor of a cancellation, Vendor should assume the Event is still occurring, even if Vendor predicts that the Event will be cancelled for weather conditions. Vendor understands that its failure to cancel its reserved site or notify the CRA of its late arrival may result in the Space being assigned to another vendor. If a different space is available, Vendor may, but is not guaranteed to, be assigned to another location. Vendor understands the CRA will not refund previously paid fees by Vendor in the event of Vendor “no show.”

**14) Decorations, Equipment, Etc.** The Vendor is encouraged to decorate Vendor’s Space. The Vendor is responsible for all of its own decorations, equipment transportation, set-up, and break-down; and anything else necessary to sell its Products shall be provided by and at the expense of the Vendor. Vendor agrees to keep the Space attractive and to clean it at the close of the Event. The CRA must approve all tents prior to setup and use, and all tents must be anchored sufficiently to withstand the wind and weather conditions during the Event.

The Vendor shall leave the site and the Space in a condition equal to that prior to the Event. The CRA shall not be responsible for any equipment or other property of the Vendor brought to or left on CRA property.

Vendor agrees not to set up the Space prior to 11:30am, March 13<sup>th</sup>, and agrees not to tear down or pack up the Space prior to 10pm, March 13<sup>th</sup>

Vendor understands that the CRA has the right to control the “aesthetics” of the Event. Vendor agrees to keep its display, decorations, equipment, Products, and other materials inside the Space. All Vendor activity related to the Event outside of the Space is strictly prohibited.

**15) Propriety.** The Vendor shall ensure that during the Event and while selling its Products, Vendor and Vendor’s personnel will restrain from swearing, lewd actions, or lewd comments. Vendor agrees to be honest and at all times conduct himself/herself/itself in a courteous manner. Discriminatory, rude, abusive, offensive, or other disruptive conduct is strictly prohibited. **Vendor shall not hawk, bark, or shout in a loud or aggressive manner to Event attendees in an attempt to sell the Products.**

**16) No Smoking.** Vendor will not smoke within the boundaries of the Event.

**17) Personnel.** Vendor represents that Vendor has, or will secure at Vendor’s own expense, all necessary personnel required to sell its Products pursuant to this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the CRA. All of the sales of Products shall be performed by the Vendor, or under Vendor’s supervision, and all

personnel engaged in performing the services shall be fully qualified and, if required, licensed or permitted under state and local law to sell Vendor's Products.

**Vendor is responsible for having all those associated with the Vendor, Space, Products, or otherwise associated with the Vendor at the Event, including Vendor's children, adhere to the terms of this Agreement.**

- 18) Animals.** No animals shall be allowed at the Event without the prior permission from the CRA. The Vendor is responsible for keeping the animal under control at all times. The Vendor assumes full responsibility for any injury or property damage caused by the animal.
- 19) Vehicles.** All vehicles belonging to Vendor or Vendor's personnel shall park in the assigned vendor parking area prior to the start of the Event, if vendor parking exists for the event.
- 20) Finances.** Vendor is responsible for bringing its own change, bank box, and making all other necessary financial arrangements for the sale of its Products and for securing monies received by the Vendor at the Event.
- 21) Content, Logistics, Etc.** The Vendor understands that the CRA has sole and absolute discretion as to the selling of Products and propriety of the Vendor. The Vendor also understands that the CRA has final and complete control of the method, manner, means, scheduling, placement, and other logistical considerations at the Event.
- 22) Cancellation.** The CRA reserves the right to cancel or postpone the Event for any reason and the CRA may, in its sole and absolute discretion, choose to refund fees for events that were cancelled or postponed for reasons other than weather conditions. In the event of any cancellation or postponement by CRA, the CRA will endeavor to notify the Vendor as soon as practicable prior to the Event.

The Vendor or agent must notify the CRA immediately of any reason which might result in Vendor's failure to attend on the scheduled date.

The CRA reserves the right to approve /substitute any other vendor for Vendor in the event that Vendor is not able to attend as scheduled.

Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability, except that the provisions of this Section shall survive termination of this Agreement and remain in full force and effect.

- 23) Default.** The failure of the Vendor to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. In the event of default or breach, the CRA may terminate this Agreement.

In the event that the Vendor is not ready to set up its Space or sell its Products at the scheduled time; or if the Vendor or its personnel arrive at the performance in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner; then the Vendor is deemed to have committed a material breach of this Agreement and the CRA shall have the absolute right in its sole discretion to cancel the

Vendor or terminate any sale in progress. Under such circumstances Vendor will not be entitled to a refund of any fees.

- 24) Waiver.** The CRA shall not be responsible for any property damages or personal injury sustained by the Vendor from any cause whatsoever related to the Event, whether such damage or injury occurs before, during, or after the Event. The Vendor hereby forever waives, discharges, and releases the CRA, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Vendor. **This waiver, discharge, and release specifically includes negligence by the CRA, its agents, or its employees, to the fullest extent the law allows.**
- 25) Indemnification.** The Vendor shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct, the faulty equipment (including equipment installation and removal), or the animal of the Vendor. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require Vendor to indemnify the CRA for its own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.
- 26) No Transfer.** Vendor shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or profit corporation, or other entity.
- 27) Insurance.** The Vendor shall obtain all insurance required by the CRA and provide proof thereof at least 10 days prior to the Event. The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Event or this Agreement. The CRA is to be included as “Additional Insured” with respect to liability arising out of services performed by the Vendor by or on behalf of the CRA or acts or omission of the Vendor in connection with selling Vendor’s Products pursuant to this Agreement. The Certificate must include the following additional insured language:

**Boynton Beach Community  
Redevelopment Agency**  
710 N. Federal Highway  
Boynton Beach, Florida 33435

**POTTC Events**  
1128 Royal Palm Beach Blvd. Suite 169  
Royal Palm Beach, Florida 33411

- 28) No Discrimination.** The Vendor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement or the Event.

- 29) No Partnership, Etc.** The Vendor agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that the Vendor is an(a) independent contractor(s) and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the selling of the Products.
- 30) Health and Safety.** The Vendor shall take the proper safety and health precautions to protect Event attendees, the CRA, the Vendor and Vendor's personnel, the public, the property and products of others, and will be responsible for all damage to persons and/or property that occur as a result of the Vendor's negligence or misconduct. Vendor will exercise its own judgment in matters of safety for itself and attendees of the Event. The Vendor attests that it possesses a current personal accident and or personal health insurance policy. If Vendor is preparing food in the Space, Vendor must have a fully functional fire extinguisher, appropriate for the Vendor's activities, readily available inside the Space at all times. Vendor understands it will not be allowed to participate in the Event without an appropriate fire extinguisher.
- 31) Promotional Materials.** The Vendor agrees that the CRA may photograph and/or record video and audio of the Event, including Vendor and Vendor's Products, and that such photographs and recordings may be (i) used for the purposes of promotion of the Event or future events; (ii) transmitted live or by recording on local television and radio channels. The Vendor agrees that the Event, including information about the Vendor and the Products, can be advertised prior to subsequent to the Event. Vendor expressly consents to the use of Vendor's children's names and photographs in such promotional materials. The CRA shall attribute the Products to the Vendor.
- 32) No Exclusivity.** Vendor understands that it is not guaranteed the exclusive right to sell any one Product, and that other vendors may be selling the same or similar products.
- 33) No Infringement.** The Vendor represents that in selling its Products pursuant to this Agreement, the Vendor will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Vendor or appearance as part of the Event is an infringement on the property right, copyright, patent right, or other rights, the Vendor will indemnify the CRA against any and all loss, damages, costs, attorney fees or other loss whatsoever. The Vendor shall not use the CRA's logos, or marks without the CRA's prior written approval.
- 34) Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

- 35) Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
- 36) Agreement Deemed to be Drafted Jointly.** This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.
- 37) Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the Parties expressly agree and submit.
- 38) Independent Advice.** The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.
- 39) Severability.** If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties.
- 40) Voluntary Waiver of Provisions.** The CRA may, in its sole and absolute discretion, waive any requirement of the Vendor contained in this Agreement.
- 41) Public Records.** The CRA is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CRA in order to sell its Products and attend the Event as referenced herein;
  - (b) Provide the public with access to such public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - (d) Meet all requirements for retaining public records and transfer to the CRA, at no cost, all public records in possession of the Vendor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the CRA.



(e) The Vendor also understands that CRA may disclose any document in connection with Vendor or the sale of the Vendors Products pursuant to this Agreement, so long as the document is not exempt or confidential and exempt from public records requirements.

**42) Removal from Event.** Vendor understands that if it acts unethically or unsafely in connection with the Event, the CRA has the right to immediately and permanently remove the Vendor from the Event and any other scheduled events.

**43) Compliance with Laws.** In the selling its Products pursuant to this Agreement, the Vendor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations, including ethics and procurement requirements. Vendor will post in its Space proof of all necessary licenses.

**44) Event Rules.** Vendor agrees to abide by all rules promulgated by the CRA in connection with the Event.

**45) Effective Date and Termination.** This Agreement will become effective at the date and time that the last party signs this Agreement. This Agreement will automatically terminate after the Event and payment to the CRA, or on March 14<sup>th</sup> 2015, whichever occurs first. Nothing in this paragraph shall be construed so as to affect the CRA's right to cancel or postpone the Event or the Vendor's attendance at the Event pursuant to this Agreement.

**46) Survival.** The provisions of this Agreement regarding the products of the Vendor, promotional rights, infringement, indemnity, waiver, insurance, and cancellation shall survive the expiration or termination of this Agreement and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Representative for Vendor

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Representative for CRA

Print Name: \_\_\_\_\_

## Indemnification Agreement

In consideration of my participation at the Boynton Beach Blarney Bash, I, for myself, my spouse, my heirs, executors, and any assigns, hereby forever release, discharge, waive, and agree to hold harmless and indemnify the Boynton Beach Community Redevelopment Agency (CRA), POTTC Events, the City of Boynton Beach, its officials, agents, instructors, employees, and volunteers from any and all claims, suits, demands, causes of action of any kind whatsoever, which I or my spouse, heirs, executors, or assigns have, may have, or claim to have, known or unknown, as a result of any losses, damages, or injuries, including death, which may be sustained or suffered, directly or indirectly, including injuries or damage to person or property, including death, arising out of or in any way connected with my participation with the abovementioned event's activities and with the acts, omissions, or negligence of the Boynton Beach Community Redevelopment Agency (CRA), POTTC Events, the City of Boynton Beach, its officials, agents, instructors, employees or volunteers in this Event.

More specifically, the Boynton Beach Blarney Bash will be held Friday, March 13<sup>th</sup> 2015, at the West End of E. Ocean Ave. Boynton Beach, FL from 4:00 pm to 10:00 pm

Signed this the \_\_\_\_\_ day of \_\_\_\_\_ 2015,

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Act/Group or Company: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ Mobile Phone (\_\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_