

Sponsor Corp Arts/Craft Comm/Retail Food Entertainment COI CNR 2-OS
 WAI AGR APP Paid Date Received ___/___/___ Rejected Approved e-Confirm #of Spaces ___ SR/N PWR

Do not write above this line

December 7th
Royal Palm Beach
Commons Park

Royal Palm Beach
Winter Fest 2019

Early Bird Deadline: 11/12/19
Add \$25.00 after Deadline

Event Hours
Saturday
1PM - 9PM

Vendor Booth Space Application

Please print legibly)

Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Cell phone # used at event: _____

Your Website: _____ FaceBook Address: _____

E-mail: Required for Approval _____ Add me to your event email list

***** (Be Sure We Can Read it!) Confirmation of acceptance will be sent to this e-mail address. *****
If applicable; Information should match FL Department of Health license application documents to ensure accurate identification.

Year _____ Make _____ Model _____ of your vehicle at the event. Vehicle Tag # _____

Will a Trailer be used instead of a canopy? NO YES Trailer Tag # _____

Vehicle information is required and may help reduce the possibility of your vehicle being towed or impounded.

Will you vend from a Tent, Cart or Trailer? If Trailer is used, which side of the Trailer you vend from:

Driver Passenger Back Trailer overall length including tongue _____ or without tongue _____

Booth Fees (10x10 Space)
Please Indicate Booth Type

Note to Artists/Crafters: If you mass produce an item or sell any item not made entirely by you or by your hand, you **must** select Commercial/Retail.

Arts & Craft \$85 Commercial/Retail \$110 Corporate \$155 Food \$150(Single Item) Food \$250 (Multi-Item) Other

**** PLEASE INCLUDE A PHOTO OF YOUR PRODUCT AND BOOTH DISPLAY FOR CONSIDERATION****

List all products sold, displayed, distributed or demonstrated including any special needs: If needed, attach another sheet and check this box.

Enforced at the sole discretion of POTTTC Events, failure to fully disclose an item may result in its removal, your booth closure, and or your removal from the event.

Electricity is provided for basic booth lighting only and availability is not guaranteed. If use of power is a necessity, please indicate below.
Light towers will provide ambient lighting. Power usage over 200 watts will require an additional fee.

For greater power needs, see the attached Food Vendor Supplemental to determine your fee.

Do you require electricity? No Yes List your usage in Amps _____ or Watts _____ Electric Fee \$ _____ (if applicable)

Number of 10' x 10' Booth Spaces _____ Corner Fee \$ _____ (if applicable) Indicate your method of payment:

Total Amount of Booth Fee \$ _____ Check _____ Money Order _____ PayPal _____ (Date of Transaction?) ___/___/___

Corner Booths limited availability: (two types) Corner Booths add \$40 - Booths with frontage plus 1 open display side add \$20
Food or Amusement vendors must provide a Certificate of General Liability Insurance.

Make check Payable to: **POTTTC** *Post Dated Checks Will Not Be Accepted! - No Checks after Deadline - Money Orders Only*

All paperwork & fees must be received before application will be processed. Submission of an application does not guarantee your acceptance.

Booth and or App Fees are non-refundable with the exception of your application being rejected; your Booth Fee will then be refunded.

POTTTC Events reserves the right to move, discontinue, or limit the participation of any approved applicant at any time. Approved applicants are solely responsible for their compliance with all relevant state, local, and federal health codes, regulations, licenses, insurance, and taxes.

Vendor Booths Must be Open and Staffed during posted event hours and Properly Weighted Down during the event at all times.

*** IF YOU DO NOT UNDERSTAND THIS AGREEMENT, SEEK CLARIFICATION FROM A LEGAL ADVISOR. ****

I, the undersigned, have read and agree to the terms and conditions, and will adhere to the Rules and Regulations set forth by POTTTC Events and further acknowledge that I voluntarily execute the same without inducement or promise not contained herein for myself and on behalf of my staff, employees, helpers, partners, volunteers, friends, family members and or spouse who accompany me at this event.

Applicant's Signature _____

Date _____

Printed Name _____

Make checks Payable to: **POTTTC**
Mail your photos, signed Agreement, Waiver, and completed Application with signed check to:
RPB Winter Fest - POTTTC Events
1128 Royal Palm Beach Blvd. Suite 169 Royal Palm Beach, FL 33411

Royal Palm Beach – Winter Fest 2019

Event Rules and Regulations - Terms and Conditions

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Vendor / Booth Agreement

1. **The Event will provide a 10'x10' space.** Only one vendor per space, NO Subletting or Sharing of Space Allowed.
2. **Vendor** is required to provide their own canopy, tables, chairs, booth lighting, extension cords, display, etc.
3. **Vendor** may only sell from the confines of their booth. If more space is required, please purchase additional space.
4. **Vendor** shall not call out to, interfere with, or solicit patrons at neighboring booths.
5. **Vendor shall not relocate,** move, switch or trade booth space without the express consent of POTTTC Events.
6. **The use of amplified sound** must be pre-approved by POTTTC Events and may not be disruptive to neighboring booths.
7. **Your signage** cannot be displayed anywhere within the event other than at your assigned booth.
8. **Your canopy** must fit within your booth space and be constructed to withstand inclement weather conditions.
9. **Canopies must be adequately weighted and or tied down.** Vendors are solely responsible for any and all damages caused by their canopies. Failure to properly secure your canopy may result in your removal from the event, forfeiture of your booth space and or subject you to being cited or charged with causing a public safety hazard by local law enforcement.
10. **Canopies must have an attached label** or tag affirming it was manufactured of flame-retardant materials.
11. **Canopy Size:** Canopies larger than 10'x10' may require an additional permit at certain venues. (Please inquire if over 10' x 10')
12. **Open Flame** or cooking with open flame is prohibited under canopies or next to other vendors, e.g. barbeque, smoker, etc.
13. **Umbrellas:** Free standing or weighted shade umbrellas are prohibited due to concerns over event insurance liabilities.
14. **Fire Extinguishers:** It is recommended that vendors have a fire extinguisher at their booth. It is however, **Mandatory** that **All Food & Amusement Vendors** have adequate fire extinguishing equipment at their booth space with current certification tags attached and ready for inspection by the Fire Marshal, this includes a Class K extinguisher if fryers are to be used.
15. **All fees** must be paid in full prior to occupying booth space. Possession of an unpaid booth space shall be construed as theft.
16. **Booth Fees** are non-refundable, with the exception of your application being rejected; your check will then be voided. Please provide a self-addressed stamped envelope to have your voided check returned. Application fees are non-refundable.
17. **Returned Check Fee:** Checks returned by the bank will be charged against the issuer in accordance with Florida law.
18. **Stop Payment:** The issuance of a stop payment, hold, chargeback, reversal or cancellation of payment shall be construed as theft and may result in criminal prosecution or civil litigation to recover treble damages of fees and costs of collection.
19. **Confirmation or rejection** of acceptance will be sent via e-mail or US Mail if requested and your S.A.S.E. is provided. Submission of an application does not guarantee your acceptance. Application fees are non-refundable. Checks may be cashed upon receipt. If your check is cashed and you are later rejected, your booth fee will then be promptly refunded.
20. **POTTTC Events** reserves the right to move, discontinue, or limit the participation of any approved applicant at any time.
21. **Cancelations:** Barring dangerous or life threatening conditions, **Event will be held rain or shine.** (Unless a rain date is established. See line 42). There will be no refund for inclement weather, failure to show, emergency cancellation, or any reason other than the rejection of your application. If Event is canceled for any other reason, contact the event owner.
22. **Space assignments,** check-in location and setup instructions will be sent via e-mail approximately 1 week prior to the event.
23. **Power:** Limited power is available in certain locations for a fee. If power is a necessity and or power requirements are greater than 200 watts at 115 volts, be sure to bring this to our attention so that we may attempt to accommodate your power needs. An additional fee may be required for power usage greater than 200 watts or for usage in remote locations.
24. **GENERATORS:** Only pre-approved **QUIET GENERATORS** will be permitted. If your generator is deemed by Event Staff to be disruptive or hazardous to your neighbors or the event, you must agree to immediately discontinue its use.
25. **SECURITY:** Although security is provided at the event, Vendors are fully responsible for their own personal property.
26. **INSURANCE:** The event does not offer nor provide individual vendor insurance coverage. Neither POTTTC Events nor the Village of Royal Palm Beach will assume liability for any losses that you may incur.
27. **LICENSES:** Vendors are solely responsible for maintaining their compliance with relevant state, local, and federal health regulations, codes, licenses, and insurance.
28. **SALES TAX:** Vendors are solely responsible for collecting and reporting their own sales tax.
29. **Applicants** agree to sign a **WAIVER OF LIABILITY** before occupying a booth space.
30. **Conduct:** You are required to conduct yourself in a safe, courteous and professional manner. If you should have an issue with the event or a fellow vendor, promptly bring the matter to the attention of POTTTC Events so that we may attempt to remedy the situation. Unprofessional conduct that may be detrimental to the event including derogatory comments made to patrons or fellow vendors regarding the event, its staff, promoters and or sponsors may result in your expulsion from the event and further subject you to litigation for damages.
31. **Compliance:** Failure to comply with the Rules and Regulations governing this event may result in your expulsion from the event without refund in addition to being barred from future events. Respectful cooperation with local authorities is mandatory (I.e. State, County, & City Employees, Event Staff and Volunteers).
32. **Exclusivity** will not be granted to any one vendor; however precautions will be taken to limit duplication of similar items. Sales will be restricted to those items listed on your approved application. You will be notified prior to acceptance if any of your listed items are required to be removed from your item list. Only sponsoring companies or entities may request

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exclusivity on certain products and services, if their request is granted; affected vendors will be notified prior to the event of their new limitations. If an affected vendor is not able to accept their new limitations, they may request to have their application rejected, and receive a refund in the amount of their booth fee. The vendor further agrees and understands that they are not entitled to receive any additional compensation.

33. **Vendor selling items not approved** on their application may be subject to one or more of the following: Confiscation of the unapproved item(s), a monetary fine of \$200.00 (payable on demand), and or your expulsion from the event without refund. **The Sales of Fire Arms, Tobacco, Weapons, Obscene Materials, Stolen Merchandise, and Illegal Paraphernalia are strictly forbidden.**
34. **ALCOHOL** shall not be sold or distributed without the express written approval of the Village of RPB and POTTC Events.
35. **VENDOR PARKING:** Park only in the designated vendor parking areas. A parking-load-in pass will be issued to you that must be displayed on your dashboard in plain view from the driver's side. Do not occupy spaces that are intended for event patrons/ shoppers. This practice will benefit all booths at the event, including your own. Parking Violations will be enforced.
36. **SET UP:** Wait to be escorted onto the Great Lawn and unload your product at your booth space then immediately move your vehicle to the designated vendor parking area before you begin your set up. Wait to be escorted off the Great Lawn.
37. **Vehicle Safety:** For the safety of the general public, all vehicles must be escorted on and off the Great Lawn's service ramp. **Unauthorized vehicular traffic** on the Great Lawn is strictly prohibited. Violators may be charged with causing a public safety hazard and issued a citation by local law enforcement. **Wait for an escort before driving on or off the Great Lawn.**
38. **PACK UP:** No early pack up! Vendor booths are required to remain open for the duration of the event. When the event is officially over, break down your display and pack up your booth before bringing your vehicle to the staging area.
39. **Clean Up:** Vendors are responsible for removal of all trash & waste from their booth. **If your Space requires cleaning by Event Staff, a \$100 Clean-up fee will be charged to you or against your payout.** Please breakdown boxes and place in or next to the event's dumpsters or trashcans. No item(s) including but not limited to trash, boxes, displays, canopies, vehicles or trailers are to be left behind. Failure to comply may result in the issuance of a citation and the loss of future participation.
40. **Photos or video** including sound, may be taken at this event of you, your booth, and or your products or works and used to promote this and future events by POTTC Events and or The Village of Royal Palm Beach without compensation or benefit.
41. **Event hours** or days may be changed or adjusted due to forces of nature or occurrences beyond our reasonable control. Such changes will not be considered a breach of this agreement and will not constitute grounds for a refund.
42. **Rain Date:** If the event is rescheduled due to dangerous weather or other reasons of necessity, those unable to participate during the rescheduled rain date(s) will unfortunately forfeit all fees associated with the event.
43. **GENERAL:** This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida, without giving effect to the principles of its conflict of law provisions. The Parties to this Agreement agree and consent to the jurisdiction of, and venue in the state or federal courts of Florida in all disputes arising out of or relating to this Agreement. If any provision of this Agreement is declared invalid or void by statute or judicial decision, any such action shall not invalidate the entire Agreement. It is the express intention of the Parties that all other provisions not declared invalid or void shall remain in full force and effect. This Agreement shall be deemed as drafted by both of the Parties and, thus, shall not be construed against any Party because that Party initially drafted any particular section, term or provision.
44. **Signatures:** whether signed by hand or by electronic signature, and or delivered by facsimile, email of a scanned copy, or any other means of electronic transmission shall be deemed to have the same legal effect as that of an original signed copy of this Agreement delivered by hand, courier or postal service.
45. **Enforcement of these rules and regulations - terms and conditions** are at the sole discretion of POTTC Events. Failure to enforce said terms and conditions shall not be grounds for breach of contract. POTTC Events reserves the right to make final interpretation of all event rules.
46. Food Vendors or Vendors requiring additional power, must complete and return the attached Food Vendor Supplemental.
47. **Food /Amusement** vendors are required to maintain a general liability insurance policy with a minimum coverage of **\$1,000,000/\$2,000,000**. Prior to your acceptance you will be notified and asked to submit a Certificate of Insurance naming **POTTC Events, the Village of Royal Palm Beach** and or **NAME TO BE DETERMINED** each as Additional Insured.

*** IF YOU DO NOT UNDERSTAND THIS AGREEMENT, SEEK CLARIFICATION FROM A LEGAL ADVISOR. ****

I, the undersigned, acknowledge that I have read and fully understand this agreement, and that I voluntarily executed the same without inducement or promise not contained herein for myself and on behalf of my staff, employees, helpers, partners, volunteers, friends, family members and or spouse who accompany me at this event. I further understand that this agreement may affect my rights and I expressly agree that this agreement shall be construed as broadly as permitted by the law of the State of Florida, and that if any part hereof is declared invalid, the remainder shall remain in full force and effect.

Signature _____

Date: _____

Full Name - Please Print _____

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Food Vendor Supplemental

This Supplemental is to be completed by Food Vendors

Power - Access to 120V up to 1.6 amps (200 watts) is included in booth fee for booth lighting only. (Limited availability- Not Guaranteed)

Power usage up to 120V - 7 amps (840 watts): \$20 (Limited availability)

Power usage up to 120V - 15 amps (1,800 watts): \$40 (Limited availability)

Access to a dedicated 120V - 20amp (2,400 watt) circuit: \$50/day (Limited availability)

Access to a dedicated 240V - 50amp (12,000 watt) circuit: \$100/day (Limited availability)

No Loud Jobsite Generators! Only pre-approved **QUIET GENERATORS** will be permitted. If your generator is deemed by Event Staff to be disruptive or hazardous to your neighbors or the event, you must agree to immediately discontinue its use.

Multi Item Food Vendors are granted permission to sell the following beverages at the prices listed below in addition to their approved Food items. **Water \$1.00 Soda \$2.00 Sports Drinks \$3.00** No other beverage may be sold without written approval from POTTC. (Tent, table, chairs, extension cords and electric adapters will NOT be provided)

Single Item Snack Food Vendor may sell only that what was approved by POTTC Events. (Tent, table, chairs, extension cords and electric adapters will NOT be provided)

Giveaways: Vendors are not permitted to distribute or giveaway soda, water, sports drinks, or alcoholic beverages without the express written consent of POTTC Events.

Clean Up: Vendors are responsible for removal of all trash & waste from their booth. If your Space requires cleaning by Event Staff, a \$100 Clean-up fee will be charged to you or against your payout. Please breakdown boxes and place in or next to the event's dumpsters or trashcans. No item(s) including but not limited to trash, boxes, displays, canopies, vehicles or trailers are to be left behind. Failure to comply may result in the issuance of a citation and or the loss of future participation. Cooking Oil or Grease must be disposed of properly by vendor and not left on site. Improper disposal or spills may be reported to the EPA.

Please indicate the type of cooking equipment and source of heating you intend to use. (Check all that apply)

Grill Charcoal Propane Electric **Barbeque** Charcoal Propane Electric **Smoker** Charcoal Propane Electric
 Fryer Charcoal Propane Electric **Generator** Gas Propane Diesel **Electric** 120V 240V more than 20amps

I, the undersigned, acknowledge that I have read and fully understand this agreement, and that I voluntarily executed the same without inducement or promise not contained herein for myself and on behalf of my staff, employees, helpers, partners, volunteers, friends, family members and or spouse who accompany me at this event. I further understand that this agreement may affect my rights and I expressly agree that this agreement shall be construed as broadly as permitted by the law of the State of Florida, and that if any part hereof is declared invalid, the remainder shall remain in full force and effect.

Signature _____

Date: _____

Full Name - Please Print _____

This Supplemental is to be completed by Food Vendors Only

Waiver, Release and Hold Harmless Agreement

1. **Name of event:** Royal Palm Beach "Winter Fest"

2. **Location:** Royal Palm Beach Commons Park - Royal Palm Beach, FL

3. **Date(s) of event:** Saturday, December 7th 2019

I agree and acknowledge as follows:

4. Release of Liability. I, unconditionally waive, release, indemnify and forever discharge and hold harmless, POTTTC Events, Pirates of the Treasure Coast, Royal Palm Beach Commons Park, the Village of Royal Palm Beach, all sponsoring organizations, their directors, officers, employees, agents and volunteers, successors and assigns, and all other persons directly or indirectly liable, from all claims of legal or financial liability of any kind, including but not limited to, personal and economic injury, loss, costs, or damage arising out of or in conjunction with the above named festival or event, whether foreseeable or unforeseeable, including those resulting from negligence or fault, without regard to any hazards which may exist, whether hidden or obvious.

5. Severability. If any part of this Waiver and Release is found to be invalid, all other parts of this agreement shall remain binding and continue in full force and effect. I expressly agree that this agreement shall be construed as broadly as permitted by the law of the State of Florida.

6. Acknowledgment of Voluntariness. I have not been pressured or coerced in any way to participate in these activities. Any activities I undertake are done so voluntarily and solely for purposes of participating in or attending the above festival or event.

7. Affirmation. I affirm that I am an adult and legally competent to sign this release; that the terms of this release are contractual, and that this release shall be binding on me, my personal representatives, heirs, successors and assigns.

THIS IS A LEGAL DOCUMENT. BY SIGNING THIS DOCUMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. YOU ARE ALSO ASSUMING CERTAIN OBLIGATIONS. NOTWITHSTANDING PRECAUTIONS TAKEN, ACCIDENTS AND UNFORTUNATE CIRCUMSTANCES MAY OCCUR AND THEREFORE THIS AGREEMENT MUST BE SIGNED BEFORE YOU PARTICIPATE IN THIS EVENT. IF YOU DO NOT UNDERSTAND THIS RELEASE, SEEK CLARIFICATION FROM A LEGAL ADVISOR.

I have fully read and understand the contents of this agreement and I further acknowledge that I voluntarily execute the same without inducement or promise not contained herein for myself and on behalf of my staff, employees, helpers, partners, volunteers, friends, family and or spouse who accompany me at this event.

Signature _____

Date: _____

(Please Print)

Full Name _____