

Approved

Booth Fee

Rejected

Application Fee

Arts & Craft

Signed Waiver

Commercial/Retail

Signed Agreement

Food

Insurance

Confirmation e-mailed

Vendor/Booth Space Application

Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

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

EIN, TAX ID or SS#: _____

Website: _____

E-mail _____

Confirmation of acceptance and space assignments will be sent via email. Separate checks for Applications and Booth Spaces are required for processing. John's Pass Seafood Festival shall here forth be referred to as JPSF. See Fee Schedule for Booth Fees.

Application Fee \$40 **10' x 10' Booth Space** _____ **Booth Fee** _____

10' x 20' Booth Space _____ **Booth Fee** _____

10' x 30' Booth Space _____ **Booth Fee** _____

Food Vendor (Flat Fee upfront)

10' x 10' Booth Space \$500

10' x 20' Booth Space \$975

10' x 30' Booth Space \$1450 (Only 4 space available)

Food Truck or Trailer size with tongue _____ \$875

Food Vendor only special needs

Water (\$50) _____ Ice (\$50) _____ Must provide your own electric with quiet generator

Make Checks Payable to: John's Pass Village Association

Do you require contiguous spaces? Yes No

Please mark the type of booth space you are requesting.

Arts & Craft

Commercial/Retail

Food

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

Food vendors must provide a Certificate of General Liability Insurance.

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

List below all products sold, displayed, distributed, and or demonstrated: If another sheet is needed, attach it to this application and place a check mark in this box.

Enforced at the sole discretion of JPSF; the failure to fully disclose these items may result in the removal of such an item, a monetary fine, the closure of your booth and or your removal from the event.

- John's Pass Seafood Festival is held rain or shine • Application fees are non-refundable. • Submission of an application does not guarantee your acceptance. • Booth Fees are non-refundable, with the exception of your application being rejected; your Booth Fee will then be refunded.
- JPSF 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 regulations, codes, licenses, insurance, and taxes.

I, the undersigned, have read and agree to the above terms and conditions, and will adhere to the Rules and Regulations set forth by John's Pass Seafood Festival.

Applicant's Signature _____

Date _____ Printed Name _____

Mail signed Agreement, Waiver, and completed Application with checks and photos enclosed to:

John's Pass Village Association, 12973 Village Blvd - Madeira Beach, FL 33708

I hereby authorize John's Pass Seafood Festival to charge my credit card account for this single transaction.

Visa

Mastercard

American Express

Discover

Credit Card

Number _____

Exp.

Date _____

CVV # _____

Billing Address: _____

Name: _____

Address: _____

City: State: Zip: _____

As the credit card holder, I hereby authorize that charges to my account be billed on the credit card shown above.

Card Holder's

Signature _____

The purpose of this statement is to authorize John's Pass Seafood Festival to process credit card transactions from the above stated applicant. By signing this document I am accepting responsibility for these transactions to ensure full and proper payment to John's Pass Seafood Festival



**JOHN'S PASS SEAFOOD FESTIVAL 2020 VENDOR
CONTRACT**

This Agreement between John's Pass Seafood Festival, Inc. ("JPSF")
and _____

_____ ("Vendor") documents the terms of the agreement between the parties concerning the 2020 John's Pass Seafood Festival ("the Event").

- 1. Agreement to Participate/License to Occupy.** JPSF hereby grants to Vendor the right to participate in the Event and Vendor hereby agrees to participate in the Event. JPSF

grants to Vendor a license to occupy during the Event a specific booth rental space ("the Space") to be assigned by JPSF in JPSF's sole and absolute discretion. JPSF will notify Vendor of its Space assignment no later than one week before the start of the Event.

2. Fees.

- a. Booth Rental. Vendor agrees to pay a fee of \$_____ ("Booth Rental Fee") based upon the fee schedule attached hereto. However, if the Booth Rental Fee is paid with the application, the Booth Rental Fee shall be \$_____. If the Booth Rental Fee is not paid with the application, the Booth Rental Fee is due and payable on or before November 1, 2020 ("Due Date"). If the Booth Rental Fee is not paid in full by the Due Date, JPSF has the right to immediately terminate this Agreement by providing written notice to the Vendor of such termination. If this Agreement is terminated for Vendor's failure to timely pay the Booth Rental Fee, any sums paid by Vendor prior to the termination are NOT refundable.

3. Term of License/Event Dates.

The Event shall run from January 22, 2021, through January 24, 2021. Vendor may take possession of its Space beginning at 6:00 am on January 22, 2021. Vendor agrees that it shall be in full possession of the Space and open for business no later than 12:00 pm on January 22, 2021. Vendor agrees to remain open for business during normal Event hours until 7:00 pm on January 24, 2021. Vendor's license to occupy the Space expires at 10:00 pm on January 24, 2021. Vendor agrees to vacate the Space on or before such time. Vendor agrees that upon vacating the Space, Vendor will remove all trash and shall leave the Space in the same condition as it was when Vendor took possession. Should Vendor not leave the Space in the same condition as when it took possession and JPSF is obligated clean Vendor's Space, Vendor agrees to pay JPSF for the time JPSF spends cleaning the Space and to reimburse JPSF any expenses incurred by JPSF to clean the Space. JPSF will invoice Vendor such charges within thirty (30) days of the conclusion of the Event and Vendor agrees to pay such charges within fifteen (15) days of the date of the invoice.

4. Rules and Regulations.

Attached hereto as Exhibit "A" are the Rules and Regulations for the Event. Vendor represents to JPSF that it has read the Rules and Regulations and understands them.

Vendor agrees to strictly comply with the Rules and Regulations. JPSF reserves the right to change the Rules and Regulations at any time during the term of this Agreement if it determines in its sole discretion that such a change or changes are necessary for the smooth operation of the Event. If JPSF elects to change the Rules and Regulations, JPSF will provide Vendor written notice of such change. Vendor agrees to comply with all such changes.

5. Compliance with Laws and Regulations.

Vendor agrees to strictly comply with all federal, state, and local laws, ordinances, and regulations governing Vendor's operations. Vendor agrees to indemnify and hold JPSF harmless from any violation of any applicable law, ordinance or regulation. Specifically, but without limitation, Vendor agrees to properly dispose of all trash, grease, and food waste in compliance with all applicable laws, ordinances, and regulations. Vendor is responsible for collecting and paying all applicable sales and other taxes for its sales.

6. Electricity.

a. Generators. Vendor may use a generator at Vendor's sole expense as long as it is used in compliance with the operating instructions for that specific generator and all applicable laws, ordinances, and regulations. JPSF reserves the right to require Vendor to cease using a generator if the generator creates either unusually loud noise or fumes in the sole determination of JPSF. Vendor agrees to immediately comply with any such request.

7. Changes in Event Schedule; Inclement Weather.

JPSF reserves the right to make changes to the Event schedule, including but not limited to adjusting the hours or days of the Event due to forces of nature or other occurrences beyond JPSF's control. Such changes will not be considered a breach of this agreement, and will not constitute grounds for a refund. The Event will be conducted regardless of weather conditions. JPSF is not liable for any damages suffered by Vendor, including direct or consequential damages, should circumstances require the cancellation or early termination of the Event, regardless of the reason for such cancellation or early termination. Vendor shall not be entitled to a refund of any fees paid in the event of such cancellation or early termination.

8. Conduct of Vendor's Business.

Vendor agrees to conduct its business at the Event in accordance with the following terms:

a. Limited to Space. Vendor shall conduct its business only within its designated Space. Vendor may not share spaces, may not "swap" or otherwise exchange

spaces with other participants in the Event, and may not "sublease" or otherwise assign Vendor's rights to the Space.

b. Approved Items; Menu. Vendor is required to submit with its application a list of all items it intends to sell at the Event or the menu of food items it intends

to prepare or sell at the Event. Vendor agrees that it will sell only those items listed on its application and approved by JPSF. If Vendor sells or attempts to sell any item not on its approved application, such action shall be considered a material breach of this Agreement and JPSF, in its sole and absolute discretion, may take any, some, or all of the following actions: (i) confiscate all items not approved for sale; (ii) issue a fine of up to \$500.00 per incident, immediately due and payable; or (iii) eject Vendor from the Event, whereby Vendors will forfeit any fees paid and any claim for revenues from the Event. The Sale of firearms, alcohol, obscene materials, stolen merchandise, and illegal paraphernalia is forbidden.

c. **Exclusivity.** No exclusivities will be granted to any Vendor. However, JPSF may grant exclusivities to a limited number of sponsors covering a limited number of goods and services. In the event such exclusivities are granted after JPSF has approved an item for sale by Vendor, JPSF will promptly notify Vendor of such exclusivity. At that point, Vendor shall, within five days of the notice or the commencement of the event (whichever first occurs), notify JPSF that Vendor either (i) agrees to refrain from selling the items covered by the exclusivity or (ii) agrees to terminate this Agreement and withdraw from the Event. In the event Vendor elects to terminate the Agreement and withdraw from the Event, JPSF will refund all fees paid to JPSF within two weeks of the date it receives the notice. If Vendor does not provide JPSF with notice of which option Vendor elects to take by the earlier of five (5) days of the notice or commencement of the Event, Vendor will be bound by this Agreement and shall not sell the items covered by the exclusivity.

d. **Cooperation.** Vendor agrees to fully cooperate with JPSF and the local authorities in the conduct of the Event. Vendor further agrees that it will conduct its business in a manner that is not distracting from the tone and atmosphere of the Event; that does not interfere with JPSF's conduct of the Event or other vendors conduct of their business; and that does not harass visitors to the Event.

e. **Overnight.** Vendor may leave its equipment, supplies, inventory, and other materials in its Space overnight. However, if Vendor elects to do so, it will do so at its own risk. JPSF accepts no liability for any loss suffered by Vendor to its property, whether by weather, theft, vandalism, or other occurrence.

9. Insurance.

If Vendor sells food, Vendor must maintain a general liability insurance policy with a minimum of \$1,000,000.00 in coverage. Vendor agrees to provide JPSF a Certificate of Insurance naming John's Pass Seafood Festival, Inc. as Additional Insured.

10. Right to Photography.

Vendor agrees that JPSF or its affiliates and sponsors may record Vendor, Vendor's booth, and Vendor's products offered at the Event and use such recordings to promote the Event and future similar events. Such allowed recordings include, but

are not limited to, still photography, video, and sound. JPSF agrees that Vendor may record, including still photograph, video, and sound, Vendor's booth and activities in Vendor's Space or immediately adjacent to Vendor's Space and use such recordings for Vendor's own purposes.

However, Vendor may not record any other aspect of the Event unless (a) Vendor has the express, written authority from JPSF and other involved parties or (b) such recording is otherwise allowed by law.

11. Release of Liability.

In consideration of the terms and conditions of this Agreement and Vendor being allowed to participate in the Event, Vendor hereby unconditionally waives, releases, indemnifies and forever discharges and holds harmless, John's Pass Seafood Festival, Inc., John's Pass Village Association, Inc., the City of Madeira Beach, County of Pinellas, State of Florida, 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.

12. Breach of Agreement.

Should Vendor breach any term of this Agreement or the Rules and Regulations attached hereto, including any subsequent alteration of the Rules and Regulations, JPSF shall be entitled to immediately without further notice or right to terminate this Agreement. Upon such termination, Vendor agrees to promptly vacate the Space and the Event. In such Event Vendor shall not be entitled to a refund of any monies paid by Vendor.

13. Miscellaneous Terms.

- a. Attorneys' Fees. In the event of a default under this Agreement, the prevailing party shall be entitled to recover from the losing party all costs of the litigation, including reasonable attorneys' fees (including charges for paralegals and others working under the direction or supervision of the prevailing party's attorneys), including sales or use taxes thereon, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors' proceedings or otherwise.
- b. Assignment. This Agreement may not be assigned by any party without the prior written consent of all other parties.
- c. Notices. Any notice to Vendor required or permitted herein shall be given by electronic mail at the email address provided by Vendor on the application submitted by Vendor. Any notice to JPSF required or permitted herein shall be given by electronic mail at the email address provided on the application.

- d. Waiver. Failure by any party to exercise any right under this Agreement, or indulgence granted from time to time, shall in no event be considered as a waiver of such right or remedy, or prevent that party from thereafter exercising the same. Further, failure by JPSF to strictly enforce any other similar agreement with another vendor or participant in the Event or the grant by JPSF of a waiver to another participant in the Event shall not be deemed a waiver of Vendor's obligations under this Agreement.

- e. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the legal representatives and successors of the parties to this Agreement.

- f. Time. Time is of the essence in this Agreement.

- g. Severability. If, for any reason, any provision of this Agreement is declared void and unenforceable by any court of law or equity, the same shall only affect such particular portion or paragraph, and the balance of this Agreement shall remain in full force and effect, and shall be binding upon the parties.

- h. Entirety of Agreement. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by all parties or as otherwise provided herein.

- i. Governing Law. This Agreement shall be construed and enforced according to the laws of the State of Florida, notwithstanding conflict of laws analysis. The parties further agree that the sole jurisdiction and venue for disputes or enforcement of the provisions of this Agreement shall be Pinellas County, Florida.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

VENDOR: _____ JOHN'S PASS SEAFOOD FESTIVAL, INC.

 (print company name)

By: _____ By: _____
 SONNY FLYNN, as President (printed name) _____

(title) _____

Date: _____ Date: _____

EXHIBIT "A"
RULES AND REGULATIONS

1. The following is the price list for booth spaces at the Event:

Non-Profits (limited to 3) \$225

Jewelry (limited to 5)	Rate
10 x 10	\$375
10 x 20	\$725
Corner	Plus \$100
Arts & Crafts	Rate
10 x 10	\$375
10 x 20	\$725
Corner	Plus \$100
Commercial Rate Premium location	
10 x 10	\$400
10 x 20	\$750
10 x 30	\$1300
Corner	Plus \$100
Food Vendors	
10 x 10	\$500
10 x 20	\$975
10 x 30	\$1450
Food Truck	\$875
Booth Sponsors (included in all promotions and marketing)	
10 x 10	\$1500
10 x 20	\$2500

2. Corner booth request will be \$100 additional

3. Booth spaces will be either approximately 10'x10' or 10'x20'. Only one vendor per space, NO Subletting or Sharing of Space Allowed.

4. Spaces larger than 10'x20' need approval by the JPSF Vendor Committee.

5. Vendors must provide their own commercial grade canopy, tables, chairs, extension cords, display, etc.

6. All of Vendor's equipment and materials, including but not limited to its canopy, must fit within their booth space and be constructed to **withstand inclement weather conditions.**

7. Canopies must be weighted on all four corners. Vendor is responsible for any and all damages caused by your canopy.

8. Canopies must have an attached label or tag to prove it was manufactured flame retardant materials.

9. All food vendors must have adequate fire extinguishing equipment at their booth with current certification tags attached and ready for inspection by the Fire Marshal, including a Class K extinguisher if fryers are used. Although not required, we suggest and request that all other vendors also have fire extinguishing equipment available at all times.
10. Each event requires a separate application fee. Submission of an application does not guarantee your acceptance. Application check will be cashed upon receipt regardless of acceptance. Application fees are non-refundable.
11. All other fees are non-refundable, with the exception if Vendor's application is rejected. In that event, your check will then be marked void and destroyed. Please provide a self addressed stamped envelope if you wish to have your voided check returned to you.
12. John's Pass Seafood Festival is held rain or shine. There will be no refunds for failure to show, inclement weather, cancellation, or any reason other than the rejection of your application.
13. Confirmation or rejection of acceptance will be sent via email.
14. Space assignments including setup times, will be sent via email, the week of the event.
15. JPSF reserves the right to move, discontinue, or limit the participation of any approved applicant at any time.
16. **VENDOR PARKING:** Free parking is offsite. JPSF will schedule a dedicated vendor shuttle.
17. Unauthorized vehicular traffic inside the barricaded area during Event hours is strictly prohibited. Violators will be deemed as causing a public safety hazard and issued a citation by local law enforcement.
18. **SET UP:** Unload your product at your assigned booth space and immediately move your vehicle to the designated vendor parking area before you begin your set up.
19. **PACK UP:** No early pack up! All vendors must remain 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 inside the event. For the safety of the general public, be sure an ALL CLEAR for vendor pack up has been given before proceeding beyond the event barricades.
20. The area around you booth must be kept clean and free of litter at all times. The area around your booth must be cleaned every evening at closing.
21. Vendors **MUST** properly dispose of grease during the Event in the appointed grease disposal unit. Any vendor not properly disposing of grease will forfeit their share of the split, their entire entry fee and pay a fine determined by the Florida Department of Environmental Protection.
22. You must ensure that the paved area around your booth is free of grease at all times.
23. You may only operate during event hours. This will be **STRICTLY** enforced by JPSF Staff.

24. You may only serve items submitted on your application and approved by JPSF. You must attach your proposed menu to this application. A menu of all items for sale along with prices must be visible to the public.
25. You MUST accept the booth location assigned to you by JPSF.
26. You MUST cooperate fully with all matters relating to the electrical and plumbing connections of your booth
27. You may not use any public address system or sound amplifiers of any kind.
28. JPSF reserves the right to close any vendor who does not comply with all event rules and regulations to the satisfaction of JPSF.

Enforcement of these terms and conditions are at the sole discretion of JPSF

*** JPSF reserves the right to make final interpretation of all event rules***