

Event Rules and Regulations - Terms and Conditions

rev. 2013220

Vendor / Booth Agreement

APPLICATION PROCESS

- **Submission** of an application does not guarantee acceptance.
- **Space size** is 10' x 10' each
- **List** the items you wish to sell in detail: Enforced at the sole discretion of SIK Promotions; 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 without refund
- **Confirmation or rejection** of acceptance will be sent via e-mail and will not be given over the phone without prior written confirmation.
- **Booth Fees** are non-refundable, with the exception of your application being rejected.
- All fees must be paid in full prior to the event.
- SIK Promotions reserves the right to move, discontinue, or limit the participation of any approved applicant at any time.
- **Space assignments** including setup times, will be sent via e-mail, the week of the event.
- **Approved Applicants** must sign a WAIVER OF LIABILITY before occupying a booth space.
- **Food /Amusement** vendors are required to maintain a general liability insurance policy with a minimum of **\$1,000,000** in coverage. Once your application is approved, you will be notified (via e-mail) and asked to submit a Certificate of Insurance naming **SIK Promotions, Inc, The City** in which the event is taking place and/or **ENTITY NAME TO BE DETERMINED** each as Additional Insured before occupying a booth space.
- **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 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 understands that they are not entitled to receive any additional compensation.
- **Vendor selling** items that were not approved on the application may be subject to one or more of the following; Removal of the unapproved item(s), a monetary fine up to \$200.00 (payable on demand), your expulsion from the event without refund.
- **The Sale of Fire Arms, Alcohol, Obscene Materials, Stolen Merchandise, and Illegal Paraphernalia** is forbidden at all SIK Promotions Events.
- **Permits:** Some municipalities may require additional permits from certain vendor types. This will be noted in the event description.

CANCELLATION

- SIK Promotions Events are always held rain or shine. There will be no refunds for failure to show, illness, inclement weather, cancellation, or any reason other than the rejection of your application.
- **SIK Promotions** may change or adjust the hours or days of the Event due to forces of nature, or other occurrences beyond our reasonable control. Such changes will not be considered a breach of this agreement, and will not constitute grounds for a refund.

VENDOR RESPONSIBILITIES

- **Approved applicants** are solely responsible for their compliance with all relevant state, local, and federal health regulations, codes, licenses, insurance, and taxes.
- **SALES TAX:** Vendors are responsible for collecting and reporting their own sales tax.
- **SALES:** All sales and displays must be confined within the booth space. No hawking.
- **Space Sharing:** One vendor per space; NO Subletting or Sharing of Space Allowed.
- Vendors will provide their own canopy, tables, chairs, extension cords, display, etc.
- **CANOPIES** must fit within booth space and be constructed to withstand inclement weather conditions.
- **CANOPIES** must be weighted on all four corners. (You are responsible for any and all damages caused by your canopy.)
- **CANOPIES** must have an attached label or tag to prove it was manufactured of flame-retardant materials.
- It is recommended (but not required) that all vendors have a fire extinguisher at their booth.
- **The Event does not provide power**, unless otherwise noted.
- Only **QUIET GENERATORS** will be permitted. If your generator is deemed by SIK Promotions to be disruptive to your neighbors or the event, you must agree to discontinue its use immediately.
- **SECURITY;** although security may be provided at the event, Vendors are fully responsible for their own personal property. Neither SIK Promotions nor the event will assume liability for any losses that you may incur.
- **VENDOR PARKING:** Park only in the designated vendor parking areas. You are required to keep the most convenient spaces available to event patrons/ shoppers for the benefit of all booths at these events, including your own. Parking Violations will be enforced.
- **LOAD IN:** 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.
- **LOAD OUT:** 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.
- **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.
- **Cooperation with local authorities is mandatory.** (I.e. State, County, and City employees, event staff and volunteers.)
- **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 SIK Promotions, its affiliates, and other advertising entities.
- **Compliance:** Failure to comply with the Rules and Regulations governing this event may result in your expulsion from the event without refund. Enforcement of these terms and conditions are at the sole discretion of SIK Promotions. SIK Promotions reserves the right to interpret, modify, delete or add to the rules as necessary for the smooth, sound, safe and efficient operations of the event.

ADDITIONAL REQUIREMENTS FOR FOOD VENDORS

- It is **MANDATORY** that **ALL FOOD VENDORS** have adequate fire extinguishing equipment at their booth with current certification tags attached and ready for inspection by the Fire Marshal, this includes a Class K extinguisher if fryers are used.
- **Mobile Vending License or Department of Agriculture Permit:** SIK Promotions does not *require* this information; however, please note the flyer from the DBPR regarding Food Vendor Requirements. Vendors must be prepared to pass health inspection and pay on site with a money order if you do not have these licenses or permits already.
- **Work Area** All Food Vendors who are cooking on site are required to cover the area under your work space with tar paper to protect the cleanliness of our venues. You will not be allowed to open if you do not comply with this condition nor will you receive a refund or credit. Once the festival is over, you will be required to dispose of the tar paper, trash and any other debris in the proper fashion before departing.
- **All cooking oil** must be properly disposed of. The event does not provide a disposal container. Cooking oil may not be disposed of in the trash or through any other means. Food Vendors will be required to have and continually maintain oil/grease protection barriers within their booth at all times. All propane deep fat fryers must be self-contained (enclosure of open flame) and be controlled by an accurate thermostat (if applicable).

ADDITIONAL REQUIREMENTS FOR AMUSEMENT VENDORS

- Amusement vendors must provide proof of documentation of being Florida State Certified.

ACKNOWLEDGEMENT

I acknowledge that I have read and fully understand this agreement, and that I voluntarily executed the same without inducement or promise not contained herein. 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. I have read and agree to the above terms and conditions, and will adhere to the Rules and Regulations set forth by SIK Promotions.

WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

- **Release of Liability.** I, unconditionally waive, release, indemnify and forever discharge and hold harmless, SIK Promotions, the event named above, the city and or county the event is held in, 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.
- **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.
- **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.
- **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. 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.

I agree and acknowledge the above: