

Sponsor Corporate Arts/Craft Comm/Retail Food Entertainment COI Power _____ SR/N _____
 WAI AGR APP Check/MO _____ PayPal Date Rec'd ____/____/____ Rejected Approved e-Confirm #of Spaces _____

----- Do not write above this line -----

September 21st - 23rd 2018

Held Under the Oaks
in Riverside Park
Vero Beach, FL

4th Annual

Vero Beach Pirate Fest

Early Bird Deadline: 08/24/18
\$25.00 increase after 08/25/18

Event Hours:

Friday 2PM - 7PM
Saturday 10AM - 7PM
Sunday 10AM - 4PM

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 by the local municipalities.

Booth Fees

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 \$175 Commercial/Retail \$225 Corporate \$350 Non-Profit \$150 Sponsor

*Single Item Food Vendor \$300 *Multi Item Food Vendor \$450 Additional Space \$250

Please ensure your Booth Space is left clean. *All Food Vendors must complete and return the attached Food Vendor Supplemental.

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

Food and Amusement vendors must provide a Certificate of General Liability Insurance.

List all products sold, displayed, distributed or demonstrated. Please include any special requests or needs.

If needed, attach another sheet and check this box. _____

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

Need electricity? No Yes (Use of your own personal Quiet Generator* is allowed see **Event Rules and Regulations**)

Limited Power may be available for a Fee. (See the "**Food Vendor & Power Supplemental**" for electric fees)

Will you be vending from a Tent, Cart or Trailer? If Trailer is used, list overall length including tongue and the side of the Trailer you vend from: Overall Length: _____ Vend Side? Driver Passenger Back

Number of 10' x 10' Booth Spaces _____ Indicate your method of payment: Check _____ Money Order _____

Credit Card Payments accepted at www.verobeachpiratefest.com/vendor-info.html PayPal _____ (Date of Transaction?) ____/____/____

Application Fee \$ 10 Booth Fee \$ _____ Electric Fee \$ _____ Total Enclosed \$ _____

Make 2 separate checks, (1st) App Fee Payable to POTTTC, (2nd) Booth Fees + Electric Fee (if applicable) Payable to: POTTTC

****Post Dated Checks Will Not Be Accepted! No Checks After 08/25/18 - Money Orders & Credit Card Payments Only****

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

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This document and the contents herein are the sole property of POTTTC Events/Pirates of the Treasure Coast. Absent the express written consent of POTTTC Events/Pirates of the Treasure Coast, any use, reproduction, in whole or in part, is an infringement upon the intellectual property of POTTTC Events/Pirates of the Treasure Coast and will be enforced to the fullest extent of the law.

Reminder: After August 25th, Only Credit Card payments through PayPal and Money Orders will be accepted.
Make 2 separate checks (1) \$10 App Fee Payable to POTTTC (2) Booth Fees Payable to POTTTC
Mail your photos, signed Agreement, Waiver, and Application with 2 signed checks to:
Vero Beach Pirate Fest - POTTTC Events
1128 Royal Palm Beach Blvd. Suite 169 Royal Palm Beach, FL 33411

Vero Beach Pirate Fest

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** will provide their own canopy, tables, chairs, booth lighting, extension cords, displays, signage, etc.
3. **Vendor** may only sell or work 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 all damages caused by their canopies. Observation of an unsecured canopy may result in its removal from the event and forfeiture of your booth fees.
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 Flames** or cooking with open flame is prohibited under canopies 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: All vendors must have a working 5lb or larger fire extinguisher at their booth. Food & Amusement Vendors must have the required fire extinguishing equipment at their booth space with current certification tag attached and ready for inspection by the Fire Marshal, this includes a Class K extinguisher if fryers are 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 and Refunds:** If your application is rejected, your check will be voided. Any and all refunds shall be subject to a \$50.00 processing fee. No refunds shall be made within 14 days of the event. 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. Submission of an application does not guarantee acceptance. Checks may be cashed upon receipt. If 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. **Cancellations:** 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, force majeure, failure to show, emergency cancellation, or any reason other than the rejection of your application.
22. **Space assignments,** check-in location and setup instructions will be sent via e-mail approximately 1 week prior to the event.
23. **Power/Electricity:** If power is a necessity, please bring this to our attention so that we may attempt to accommodate your needs. An additional fee is required for power usage. Please see attached Food Vendor Supplemental for power fees.
24. **GENERATORS:** Only pre-approved 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, Vendors are fully responsible for their own personal property and wares.
26. **INSURANCE:** The event does not offer nor provide individual vendor insurance coverage. Neither POTTTC Events, nor the Vero Beach Chamber of Commerce, nor the Vero Beach Pirate Fest shall assume liability for any losses that you may incur.
27. **LICENSES:** Vendors are solely responsible for their own compliance with relevant state, local, and federal health regulations, codes, licenses, taxes and insurance.
28. **SALES TAX:** Vendors are responsible for collecting and reporting their own sales tax.
29. **Applicants** using this form, hereby 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 civil 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 exclusivity on certain products and services, if their request is granted, affected vendors or sponsors will be notified prior to the event of their new limitations. If an affected vendor or sponsor is not able to accept their new limitations, they may

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- 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. Again, application fees are non-refundable.
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 ejection from the event without refund.
The Sales of Fire Arms, Obscene Materials, Stolen Merchandise, and Illegal Paraphernalia are strictly forbidden.
 34. **ALCOHOL** shall not be sold or sampled without the express written approval of **POTTC Events**.
 35. **VENDOR PARKING:** Park only in the designated vendor parking areas. A parking 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. **Unauthorized parking within the event may result in the immediate closure of your booth and ejection from the event without refund. Please understand public safety comes first.**
 36. **SET UP:** After you check-in you will be directed to your assigned booth space. Once there, set up your tent and unload your product, then move your vehicle to the vendor parking area. **Do not continue your set up until your vehicle is moved!**
 37. **Vehicle Safety:** For the safety of the general public, do not bring or move your vehicle inside the event during event hours or when patrons are present. Unauthorized vehicular access is strictly prohibited. Violators may be charged with causing a public safety hazard, issued a citation and removed without refund. **Wait for authorization from event staff before entering.**
 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 event's perimeter.
 39. **Clean Up:** Vendors are required to remove all trash and waste items from their booth space. Please breakdown boxes and place in or next to the event's dumpsters or trashcans. No item(s) including but not limited to trash, cooking oils, pallets, boxes, displays, canopies, vehicles or trailers are to be left behind. Failure to comply may result in a fine or the issuance of a citation and the loss of eligibility for future event participation. **As a vendor, you further agree and understand that if your Space requires cleaning by Event Staff, a Clean-up fee up to \$200.00 will be charged to you or against your payout.**
 40. **Photos or video** including sound, may be taken of you, your booth, products or works and used to promote this and future events by POTTC Events and or its affiliates and will not provide any monetary compensation or benefit to you.
 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 weather, force majeure, or other conditions beyond our reasonable control, those unable to participate on the rescheduled date(s) will unfortunately forfeit all fees & or contributions 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** used to secure booth space, whether created by hand or electronic device and or delivered via facsimile, email, electronic device or any other means, shall be deemed an original signature and shall carry the same authorization hereto.
 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 /Amusement** and special risk product vendors must provide a valid copy of their business license and 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 supply a Certificate of Insurance naming separately **POTTC Events, Vero Beach Chamber of Commerce, City of Vero Beach** and or **NAME(s) TO BE DETERMINED**, each as Additional Insured.
 47. Food Vendors and those needing Power must complete and return the attached Food Vendor Supplemental.

*** 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 and those needing power.

POWER (Limited availability) - Access to 115V & 240V electrical circuits may be available for an additional fee.

115V up to 200 watts (1.7 amps) - \$30.00 115V up to 800 watts (7 amps) - \$50.00 115V up to 1700 watts (15 amps) - \$100.00

Multi Item Food Vendors may 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 POTTTC.**

Portions and Pricing: Portion prices should not be priced higher than **\$9.00 per item**. Please set your portion sizes accordingly.

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

Clean Up: Vendors are responsible for removal of all trash & waste from their booth. If your Space requires cleaning by Event Staff, a Clean-up fee up to \$200.00 will be charged to you or against your payout. Please breakdown boxes and place next to the event's 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 also result in the loss of future participation. **Cooking Oil or Grease must be disposed of properly by vendor and not left on site. Improper disposal, spills or abandonment 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** 110V 220V more than 20amps

Setup/Layout: Please include a description of your setup/layout configuration below. Photos are helpful in determining approval.

Menu: Please provide a menu or list of food and or beverage items that you intend to sell along with the price for each item. All food or beverage items to be sold must be listed and preapproved by POTTTC Events.

List or attach menu and photos here:

ATTACH MENU, PHOTOS OR DECIPTION HERE

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 and those needing power.

Waiver, Release and Hold Harmless Agreement

1. **Name of event:** Vero Beach Pirate Festival

2. **Location:** Riverside Park, Vero Beach, FL

3. **Date(s) of event:** September 21st – 23rd 2018

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, the Vero Beach Chamber of Commerce, the Vero Beach Pirate Festival, the City of Vero 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 further understand that this agreement may affect my rights and 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, 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.

Signature _____

Date: _____

(Please Print)

Full Name _____