



**CalaVida Arts Festival**

**Green Cove Springs, FL**

**Saturday & Sunday, October 21 & 22, 2017**

THE FOLLOWING APPLICATION, IF ACCEPTED, SHALL CONSTITUTE A CONTRACTUAL AGREEMENT BETWEEN THE APPLICANT (**VENDOR**) AND **CalaVida, INC. (PROMOTER)** FOR CONCESSION SALES AT **CalaVida Music & Arts Festival**

Events (**EVENT**). Business / Booth Name: \_\_\_\_\_ Vendor / Owner Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ New Vendor? \_\_\_\_\_ Returning Vendor? \_\_\_\_\_

List ALL products to be sold: \_\_\_\_\_

I hereby apply to rent space at the 2015 CalaVida Arts Festival® in the city and on the date identified above for the purpose of selling the above listed items and no others, if approved and under the following conditions. Promoter reserves the right to terminate this agreement at any time and without advance notice upon violation of any of the rules and regulations outlined herein.

**Email a copy of the signed contract** to the [CalaVidaFestival@gmail.com](mailto:CalaVidaFestival@gmail.com). **MAIL ORIGINAL CONTRACT AND FEES to CalaVida Arts Festival, Inc. 2688 La Costa Ct., Green Cove Springs, FL 32043). FEES ARE DUE IN FULL NO LATER THAN 45 DAYS PRIOR TO THE EVENT.**

QUANTITY	BOOTH TYPE / SIZE		FEE	TOTAL
	10' X 20' <b>FOOD BOOTH</b>		\$50	
	This area is space for one booth or one food truck. Do you have a generator?			
	Electricity and water are provided			
			<b>LATE FEE</b>	
			<b>GRAND TOTAL:</b>	
PERSONAL OR BUSINESS CHECKS ACCEPTED. Credit card, official bank check or money order.				

**FOR OFFICE USE ONLY**

Application Rec'd: \_\_\_\_\_ Fees Rec'd: \_\_\_\_\_ Amount Rec'd: \_\_\_\_\_

Permit/License Rec'd: \_\_\_\_\_ Insurance Certificate Rec'd: \_\_\_\_\_ Check or Credit Card: \_\_\_\_\_

Items Approved to Sell: \_\_\_\_\_

Confirmation Letter Sent: \_\_\_\_\_

**Event Date(s):** October 21 & 22, 2017 **Event Location:** Spring Park, Green Cove Springs  
**Load in:** Friday, October 20, 2017 after Noon **Booth Set up Deadline:** Saturday, October 21, 2017 at 9:00 am



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**VENDOR FEES.** All vendor fees are due no later than forty five (45) days prior to the Event. **FEES ARE NON REFUNDABLE** unless the Event is cancelled in its entirety.

**VENDOR BOOTH ASSIGNMENT.** The Vendor Coordinator will determine the location for your booth and assign your space. **Space will be assigned on a firstL approved, firstL paid basis.** Booth spaces will be marked and numbered.

**VENDOR SETL UP AND BREAKDOWN.** All vendors must check in with the Vendor Coordinator upon arrival at the Event. Vendors must adhere to set up and breakdown times provided below. Vendor booth must be open and able to sell when the gates open. **For safety reasons and respect of others, break down CAN NOT begin until after the conclusion of the Event. All vendors must check out with the Vendor Coordinator prior to leaving.**

**VENDOR LOADING / UNLOADING.** All vehicle traffic will be confined to designated vehicle traffic paths. Load and unload your vehicle where indicated by the Event staff and immediately move your vehicle to the designated parking area for vendors.

**VENDOR PARKING.** Parking for vendors will be available and is free of charge.

**VENDOR BOOTH.** Vendor is responsible for supplying its own tent tables, chairs, equipment, personnel and signage necessary to set up their display. Vendor is responsible for packing, unpacking, and displaying their own merchandise and equipment. All tents, canopies, and tarps must be in good condition, composed of flame resistant materials, freestanding or secured with bricks, blocks, or cement buckets. Vendor shall bring enough weights and tiel downs to secure booth tent and canopy from the effects of wind and rain, as well as to prevent tipl over or collapse. Signage is to be no wider or higher than the booth space. Stock boxes should be stored out of the way of the public and adjacent vendors. Vendor must comply with all applicable laws, codes, ordinances, and regulations for health, fire prevention and public safety. All food vendors must have a fire extinguisher.

**VENDOR ELECTRICAL REQUIREMENTS.** To ensure safe and adequate power distribution for the Event, all vendor electrical requirements must be identified in advance. Vendor must provide its own lighting for inside tents.

**ADDITIONAL VENDOR RESPONSIBILITIES.** VENDOR MAY NOT SELL OR ATTEMPT TO SELL ANY PRODUCT OR SERVICE OTHER THAN THOSE SUBMITTED ON VENDOR APPLICATION **AND** PRE-APPROVED BY PROMOTER. Violation is subject to immediate termination of this Agreement and removal of vendor from the Event. Approval shall not be construed to grant product or service exclusivity. Vendor must maintain its space in clean, sanitary and orderly condition. Vendor must provide its own trash receptacles. No overflow of trash will be permitted. All merchandise must have signage with prices. All merchandise must be of good quality; no damaged, spoiled, outdated or used merchandise is permitted. Vendor must have its own necessary money and change for transactions. Neither the promoter nor event staff will provide change. Cooking on site or use of propane tanks is restricted to food vendors only. Food vendors must provide own paper products, heat source, electrical cords, and any other items that will provide safe and sanitary food service. Food vendors must not dispose of cooking oil, grease, or lard on the Event grounds, streets, sidewalks, grass, drains or any other private properties. Food vendors must provide an adequate supply of potable water. Wastewater disposal is the sole responsibility of the food vendor. Vendor Coordinator will perform random periodic inspections during the Event.

**EVENT BEVERAGE POLICY. NO ALCOHOLIC MAY BE SOLD OR DISPENSED BY VENDORS AT ANY TIME.**

**ANIMALS.** Vendor is absolutely precluded from bringing animals, with the exception of certified service animals, into the Event at any time.

**SECURITY.** Vendor is responsible for safeguarding Vendor's own merchandise, cash registers/boxes, booth decorations and equipment. Vendor should make arrangements for relief personnel for restroom and meal breaks, so as not to leave Vendor booth unattended. Vendor shall immediately report any emergency, including fire, injury, theft, accident, equipment damage, altercation with other vendors or customers or other unforeseen events to the Vendor Coordinator. Risk of loss, damage or theft of Vendor's merchandise, equipment or property shall be borne solely by vendor.

**INSURANCE.** Vendor is responsible for Vendor's own liabilities. Vendor shall obtain adequate property and liability insurance as well as workman's compensation insurance, if applicable. **VENDOR MUST PROVIDE PROMOTER WITH A COPY OF ITS CERTIFICATE OF INSURANCE AND MUST LIST PROMOTER AND EVENT CITY AS ADDITIONAL INSURED.**

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**LICENSES/PERMITS.** Vendor is solely responsible for obtaining any and all appropriate permits, licenses, and/or approvals required by Federal, State, or local law, statute, ordinance, rule, regulation or policy no later than 30 days prior to Event. Vendor shall display any business license and permit at booth location and must provide Promoter with a copy of appropriate business license or permit. Requests made by the Department of Health, Fire Marshall or other governing body must immediately be complied with. Promoter assumes no liability if vendor is forced to close by any governing body including venue.

**SALES TAX.** Vendor shall collect and remit all state sales tax on those items subject to the same. In no event will Promoter be responsible for any tax assessed to vendor.

**VENDOR CODE OF CONDUCT.** Only vendors who complete an application, sign a vendor agreement, pay their fees, provide a certificate of insurance and business license/permit, and receive approval by the Promoter will be permitted to display and sell at the Event. All vendors are expected to be courteous to customers, other vendors, and Event staff. Disruptive or inappropriate behavior, such as loud or angry conversation or obscenities will not be tolerated and may result in immediate and/or permanent removal from the Event. Any criminal conduct, dishonest practice, indecency, drunkenness, being under the influence of narcotics or hallucinatory drugs, or damage to property on the part of Vendor is grounds for immediate termination of this agreement and may result in immediate and/or permanent removal from the Event. Appropriate attire is required, including shirt and shoes. Smoking breaks must be taken, if at all, away from booths and customers. All promotion of vendor's merchandise must take place within the confines of vendor's booth. No person shall make a public outcry or give any musical or other entertainment for the purpose of attracting attention or drawing customers without the prior permission of Promoter. Any vendor concerns should be reported to the Vendor Coordinator.

**TERMINATION OF CONTRACT.** Any non-compliance or violation of this agreement shall be cause for immediate termination of this agreement and removal of vendor from the Event. In the event this agreement is terminated, vendor shall immediately cease any activities at the Event and shall remove all equipment, personnel and other property in an orderly fashion.

**INDEPENDENT CONTRACTOR.** Vendor shall be considered as an independent contractor and not an employee of Promoter or the Event. This agreement shall not be construed to create a partnership of any kind. Neither vendor nor promoter is authorized to act as agent for the other or to incur any liability in the name of the other.

**INDEMNIFICATION.** Vendor agrees to indemnify, defend, and hold harmless the Promoter, its directors, officers, and agents and the city/location of the Event from any and all damages including attorneys' fees and costs arising out of or in connection with (1) the negligence of vendor or its employees/agents, (2) the failure of vendor to comply with any of the provisions of this agreement or any other laws or ordinances in connection with the performance of the agreement, or (3) any costs, expenses, or fees incurred by vendor as a result of any claim, demand or causes of action by a third party arising out of operation as an Event Vendor. This provision shall survive termination of the agreement and shall continue in effect until the expiration of the corresponding statute of limitations.

**LIABILITY.** Promoter shall not be responsible for any liability arising out of the acts of Vendor or its employees or for injuries sustained by Vendor or its employees. Neither Promoter, Event Coordinator nor other Event representative may be held personally liable for the payment of any costs or fees related to this agreement.

**RAIN OR SHINE.** The Event is held rain or shine.

**APPLICABLE LAW.** The laws of the state of North Carolina shall govern this agreement. The exclusive venue for any administrative or legal action arising under the agreement shall be in Mecklenburg County, North Carolina. In the event that a party is forced to obtain an attorney to enforce the terms of this agreement, the party prevailing in such action of enforcement shall be entitled to the recovery of reasonable attorneys' fees in such action.

**SEVERABILITY.** In the event one or more of the provisions contained in this agreement are declared invalid, illegal or unenforceable in any respect, the remaining provisions shall not in any way be impaired thereby.

**ENTIRE AGREEMENT.** This agreement sets forth the entire agreement between the parties and may not be amended except by a writing signed by both parties hereto.

**The undersigned acknowledges that he/she has read, understands and will abide by the terms and conditions in this agreement and has the authority to contract on behalf of vendor. He/she understands that non-compliance with any of the aforementioned provisions may result in forfeiture of security deposit, termination of this agreement and/or removal from the Event.**

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

Printed Name: \_\_\_\_\_

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

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