



Romanza-St. Augustine, Inc.,  
 a 501(c)(3) Florida not-for-profit corporation  
 83 Bridge Street,  
 St. Augustine, FL 32084  
 RomanzaFL@gmail.com

**2012 CELTIC MUSIC AND HERITAGE FESTIVAL  
 VENDOR AGREEMENT**

<b>FESTIVAL DATES:</b>	<b>Saturday, March 10 and Sunday, March 11, 2012</b>
<b>FESTIVAL TIMES:</b>	<b>GATE OPENS AT 11:00 AM SATURDAY &amp; SUNDAY 12:00 PM to 8:30 PM Saturday and 12:00 PM to 6:30 PM Sunday</b>
<b>FESTIVAL LOCATION:</b>	<b>Francis Field 29 W. Castillo Drive, St. Augustine, FL</b>

This Agreement, by and between ROMANZA-ST. AUGUSTINE, INC., a 501(c)(3) Florida not-for-profit corporation, producer of the 2012 Celtic Music and Heritage Festival (hereinafter referred to as the “FESTIVAL”) and the VENDOR who has signed this Agreement below (hereinafter referred to as “VENDOR”), is made for the purpose of FESTIVAL providing space to VENDOR for VENDOR’s sale of merchandise during the proscribed FESTIVAL dates. VENDOR agrees to perform in accordance with the terms of this Agreement. This Agreement is effective as of the date of execution.

**TERMS OF AGREEMENT**

**1. VENDOR FEES**

A Vendor Booth (10 foot by 10 foot) is available at \$200 for the first booth and \$150 for each additional booth requested.

There is an additional fee of \$15 for each 120 Volt/20 amp circuit required.

A late fee of \$50 will be charged for Applications and fee payments postmarked after January 15, 2012. You will be notified of the Festival’s approval of your application by February 1, 2012.

**ALL FEES ARE NON-REFUNDABLE UNDER ANY CIRCUMSTANCES.**

**2. VENDOR BOOTH ASSIGNMENT**

FESTIVAL’s Vendor Coordinator will assign your space determining the best location for your booth. **Space will be assigned on a first-approved, first-paid basis and electrical requirements.**

Booth spaces will be marked and numbered.

You will receive a map of the FESTIVAL area indicating assigned spaces.

Please consult a FESTIVAL volunteer for help in locating your booth space.

### **3. VENDOR SET-UP AND BREAKDOWN**

**UPON ARRIVAL, ALL VENDORS MUST CHECK-IN WITH DESIGNATED FESTIVAL STAFF.**

VENDORS and VENDORS' staff will be given identification badges, which must be worn at all times during the FESTIVAL.

**Booth setup and removal of all vehicles from Francis Field must be completed by 10:00 AM.** No vehicles will be allowed inside Francis Field during FESTIVAL hours. All vehicle traffic will be confined to designated vehicle traffic paths.

For safety reasons, breakdown cannot begin until 8:30 PM on Saturday and 6:30 PM on Sunday.

**AFTER YOU HAVE BROKEN DOWN YOUR BOOTH, AND BEFORE LEAVING, ALL VENDORS MUST CHECK OUT WITH DESIGNATED FESTIVAL STAFF.**

### **4. VENDOR LOADING AND UNLOADING**

Load and unload your vehicle where indicated by FESTIVAL staff and immediately move your vehicle to the designated parking lot for VENDORS. Then return to your booth for set up. **Bring as few vehicles as possible into Francis Field.** Your cooperation is appreciated in advance.

VENDORS are encouraged to bring their own supply carts to move equipment and merchandise.

### **5. VENDOR PARKING**

Designated Parking for VENDORS will be available. Parking for VENDORS is provided free of charge and VENDORS will be provided with parking passes, if necessary.

### **6. VENDOR BOOTH LOCATION**

**VENDOR must maintain assigned space for the entire two (2) days of the FESTIVAL.**

**VENDOR is responsible for supplying own tent, tables, chairs, equipment, personnel and signage necessary to set up their display.** For an additional fee of \$15.00, FESTIVAL will provide a table and two chairs for you.

All tents, canopies and tarps must be composed of flame resistant material or be treated with a flame retardant in an approved manner and be labeled or certified as meeting requirements of CPAI-84.

Safety and appearance are critical to the success of the FESTIVAL. All tents, canopies and tables must be in good condition, attractive in appearance and free-standing or secured with bricks, blocks, or cement buckets. VENDOR shall bring enough weights and tie-downs to secure booth tent and canopy from the effects of wind and rain, as well as to prevent tip-over or collapse.

Booth signage is to be no wider or higher than the booth space.

The FESTIVAL recommends that side walls and back walls be used for tents and canopies for protection from wind, rain and sun. In order to protect merchandise, equipment and any decorations from weather, it is recommended that VENDOR keep water-proof tarps or sheeting on hand.

Tables must be covered to the ground to ensure a neat and uniform appearance. Stock boxes should be stored under tables, out of the way of the public and adjacent vendors.

VENDORS are responsible for unpacking, packing and display of their own merchandise and equipment.

For the comfort of VENDOR and VENDOR's staff, the FESTIVAL recommends VENDOR use rubber mats to reduce the effects on staff of extended standing.

VENDOR must comply with all pertinent fire codes, laws, ordinances and regulations for health, fire prevention and public safety. **All VENDORS are required to have a fire extinguisher.** Fire inspectors may periodically inspect all booths for fire extinguishers and safety compliance.

Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles.

## **7. VENDOR ELECTRICAL REQUIREMENTS**

**To ensure safe and adequate power distribution for the FESTIVAL, all VENDOR electrical requirements must be identified in advance by completing the VENDOR Application form (additional fee will apply).** This information allows for the creation of a power distribution plan to ensure adequate, continuous power to all vendors and prevent power failure due to circuit overload.

If you require electricity for any equipment (i.e. cash register, merchandise, lighting, etc.), please bring a heavy-duty 100 foot extension cord.

## **8. 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 FESTIVAL. Violation is subject to immediate termination of this Agreement and removal of VENDOR from the FESTIVAL.**

VENDOR must maintain his or her space(s) in clean, sanitary and orderly condition.

If needed, VENDOR should provide own trash receptacles. No overflow of trash receptacles will be permitted.

VENDOR is responsible for removing all of VENDOR's own trash at the end of the day to the designated trash area.

All merchandise must be priced individually or have signage with prices.

All merchandise must be of good quality; no damaged, spoiled, outdated or used merchandise is permitted.

VENDOR should be prepared to have necessary money and change available for transactions. FESTIVAL staff will not provide change.

**Cooking on site or use of propane tanks is limited to FESTIVAL FOOD VENDORS only.** For safety reasons, propane tanks shall be secured from tipping by securing the tank base with blocks and/or strapping, cordage or some other suitable means.

FOOD VENDORS must provide own various paper products, heat source, electrical cords and other items that will provide safe and sanitary food service.

FOOD VENDORS must not dispose of cooking oil/grease/lard in the FESTIVAL grounds, streets, sidewalks, grass, drains or any other private properties. FOOD VENDORS must take used cooking oil/grease/lard with them (pack it in/pack it out).

**All FOOD VENDORS using cooking equipment involving grease, vegetable oil or animal oils and fats must have both a B: C and a Class K portable fire extinguisher.**

All FOOD VENDORS who prepare or portion food on the premises must provide an adequate supply of potable water.

FOOD VENDORS must supply their own food-grade hose to hook up to the water supply.

Wastewater disposal is the sole responsibility of the FOOD VENDOR.

**FOOD VENDORS must notify FESTIVAL Vendor Coordinator of water requirements.**

### **9. FESTIVAL BEVERAGE POLICY**

**VENDOR MAY NOT SELL ANY BEVERAGES FROM VENDOR'S BOOTH AT ANY TIME.**

The FESTIVAL has sponsors for beverages.

### **10. ANIMALS**

No animals (with the exception of seeing eye dogs) are permitted on the FESTIVAL grounds.

### **11. 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 or a FESTIVAL volunteer.

### **12. INSURANCE**

With respect to insurance, VENDOR is responsible for VENDOR's own liabilities, and FESTIVAL is responsible for FESTIVAL's own liabilities.

VENDOR should obtain adequate property and liability insurance as well as workman's compensation insurance if multiple employees are performing activities as subcontractors of VENDOR. **YOU MUST PROVIDE FESTIVAL WITH A COPY OF YOUR CERTIFICATE OF INSURANCE.**

The risk of loss, damage and theft of VENDOR's merchandise, equipment or property shall be borne by VENDOR and VENDOR shall be solely responsible to insure against such loss to VENDOR's satisfaction.

### **13. LICENSES/PERMITS**

VENDOR is solely responsible for securing, obtaining/acquiring, and maintaining any and all appropriate permits, licenses, and/or approvals required by Federal, State, County and City law, statute, ordinance, rule, regulation, and/or policy. VENDOR shall display any business license and permit at booth location. **VENDOR MUST PROVIDE FESTIVAL WITH A COPY OF APPROPRIATE BUSINESS LICENSE OR PERMIT.**

#### **14. SALES TAX**

It is the VENDOR's responsibility to collect and remit all state sales tax to the State of Florida on those items subject to state sales tax. Please contact Florida Department of Revenue to determine your individual responsibilities with regard to Florida State Sales and Use Tax.

#### **15. VENDOR CODE OF CONDUCT**

Only those who complete a VENDOR Application, sign a VENDOR Agreement, pay their fee(s), provide a Certificate of Insurance, Business License/Permit, and receive approval by the FESTIVAL will be permitted to display and sell at the FESTIVAL.

All VENDORS are expected to be courteous to customers, other vendors and FESTIVAL 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 of VENDOR from the FESTIVAL.

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 of VENDOR from the FESTIVAL.

Appropriate attire is required, including shirts and shoes.

VENDORS are asked to take smoking breaks away from booths and customers.

All promotion of VENDOR merchandise must take place within the confines of VENDOR's booth. No person shall make a public outcry, "hawk" merchandise, or give any musical or other entertainment for the purpose of attracting attention or drawing customers without prior permission of FESTIVAL.

Any VENDOR concerns should be reported to the FESTIVAL's Vendor Coordinator.

#### **16. RAIN OR SHINE**

The FESTIVAL is a RAIN or SHINE event.

#### **17. TERMINATION OF AGREEMENT**

Any non-compliance or violation of this Agreement shall be cause for immediate termination of this Agreement and removal of VENDOR from FESTIVAL.

In the event FESTIVAL terminates this Agreement pursuant to this paragraph, VENDOR shall immediately cease any activities at FESTIVAL and remove all equipment, personnel, and other property from FESTIVAL.

#### **18. FORCE MAJEURE**

Neither FESTIVAL nor VENDOR shall be held in non-compliance with the terms, conditions, provisions, and/or requirements of the Agreement, or suffer any enforcement or penalty relating thereto (including suspension, termination, cancellation, or revocation of the Agreement), where such non-compliance or alleged default occurred and/or was caused by an act of God, inclement weather, war, riots, threatened epidemics, strikes, an act or order of public authorities, interruption or delay of transportation service, on-site mechanical difficulties (e.g., power failure), unforeseen damage to the venue that would render a performance impossible (e.g., fire, flood) or other legitimate unforeseen causes beyond the control of the parties which would render the performance contemplated by the Agreement impossible.

**19. LIABILITY**

VENDOR is responsible for VENDOR's own personal and product liability. FESTIVAL is not responsible for any liability arising out of negligent acts of the VENDOR or VENDOR's employees or for any injuries sustained by VENDOR or VENDOR's employees. FESTIVAL will not accept responsibility for damage or injury to persons or property, including exhibits, merchandise and vehicles during the FESTIVAL.

**20. INDEMNIFICATION**

VENDOR agrees to indemnify, defend, and hold harmless forever the FESTIVAL, Romanza-St. Augustine, Inc., and its directors, officers, agents and volunteers from and against all damages, losses, costs, penalties, fines, claims, expenses (including attorneys' fees and costs, and liabilities (collectively referred to as "Liabilities") arising out, resulting from, or in connection with (1) injury or death to any person or the damage, loss or destruction of any property which may occur or grow out of any act of omission, default or negligence (whether active or passive) on the part of VENDOR or VENDOR's agents, (2) the failure of VENDOR to comply with any of the provisions of this Agreement or to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Agreement, or (3) or any and all costs, expenses and attorney fees incurred by VENDOR as a result of any claim, demands or causes of action arising out of operating as a FESTIVAL VENDOR. This indemnification provision shall survive the termination of the Agreement, and shall continue in effect until the expiration of the corresponding statute of limitations of the tolling thereof.

**21. NO PARTNERSHIP**

VENDOR shall be considered as an independent contractor, and shall not be deemed to be an employee of FESTIVAL, for any reason whatsoever. The Agreement shall not, in any way, be construed or interpreted so as to create a partnership or any kind.

**22. COMPLIANCE TO LAWS**

VENDOR shall abide by, and comply with, any and all applicable Federal, State, County and City laws, codes, rules, regulations, policies, and/or requirements, including, but not limited to, those pertaining to public health, safety and welfare.

**23. INDEPENDENT CONTRACTOR STATUS**

VENDOR shall function at all times and in all respects as an independent contractor. Nothing herein shall be construed to create an employer-employee relationship.

Neither FESTIVAL nor VENDOR is authorized to act as agent for the other or to incur any liability in the name of or on behalf of the other.

**24. NO ASSIGNMENT**

This Agreement may not be assigned or transferred by VENDOR or FESTIVAL. Violation of this rule will result in immediate termination of this Agreement and removal from the premises.

**25. APPLICABLE LAW**

The Agreement shall be governed by the laws of the State of Florida. Venue for any administrative, and/or legal action arising under the Agreement shall be in St. Johns County, Florida.

**26. ATTORNEY'S FEES**

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 attorney's fees incurred in such action.

**27. NO PERSONAL LIABILITY OF REPRESENTATIVES OR AGENTS**

Any representative of FESTIVAL executing this Agreement as FESTIVAL or as an agent thereof shall not be held personally liable for the payment of any costs or fees related to the Agreement.

**28. SEVERABILITY**

In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.

**29. ENTIRETY OF AGREEMENT.** This Agreement sets forth the entire agreement between the parties, and may not be amended except by execution of a written agreement signed by both parties hereto.

**I HAVE READ AND UNDERSTOOD** the terms and conditions and regulations described in this Agreement and agree to comply with same.

**VENDOR NAME:** \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_