

SOUTH MIAMI ROTARY ART FESTIVAL 2011

Saturday & Sunday, **February 26 & 27, 2011**

Presented by the Rotary Club of South Miami ~ Produced by the Rotary Foundation of South Miami

FOOD VENDOR APPLICATION

Your completed application **must be postmarked no later than December 18th, 2010.** The application must include:

1. At least one photograph of the food booth or cart, labeled with Vendor's name and showing food products, signage, and cooking area in full operation.
2. Proof of insurance for bodily injury, property damage and public liability, (including product liability) attributable to Vendor's activities in the festival in the minimum amounts of \$250,000 for any one person, \$1,000,000 aggregate limit. The policy must be written by a carrier licensed to write such policies in the State of Florida. Applications will not be processed without original certificate of insurance. Upon acceptance to the Festival, Vendor must name The Rotary Club of South Miami, the Rotary Foundation of South Miami, and the City of South Miami as "Additional insureds" on the policy
3. A current copy of your temporary event Food Services License from the State of Florida, Department of Business & Professional Regulation
4. Fees: a) a non refundable application fee of \$30.00, and b) The cost for (1) 11x11 booth space for two days (\$700.00.) The cost for a 5x5 pushcart space for two days is \$400.00 Checks or money orders should be payable to South Miami Rotary Art Festival.* One check may be used to cover both processing fee and booth rental and will be deposited on receipt. Deposit of the check/money order is not a confirmation of acceptance to the Festival.

NOTE: A Vendor who cancels the Contract prior to **January 8, 2011**, will be issued a refund. Cancellations must be in writing; E-mail is acceptable. A Vendor who cancels after **January 8, 2011**, will forfeit the entire fee. Absolutely no exceptions.

Only one Vendor in each food category will be accepted. Notification will be sent via e-mail by **January 15, 2011**. Vendor may sell only the products which are listed in the vending Contract. Confirmation of space with instructions for parking will be sent to each Vendor, also via e-mail.

***South Miami Rotary Art Festival**

P.O. Box 430953

South Miami FL, 33243-0953

[www.southmiamiartfest.org ~ 305-769-5977 ~ info@southmiamiartfest.org]

Name (please print) _____

Company name _____

Address _____

City _____ State _____ ZIP _____

E-mail _____ Tel. _____ Cell _____

Federal Tax ID# _____ FAX _____

Please list the food and beverage items you would like to sell and their prices (attach list if necessary)

Item _____ Price _____

Item _____ Price _____

Item _____ Price _____

Item _____ Price _____

Item _____ Price _____

Number of food booth spaces at \$700.00 _____ Number of food cart spaces at \$400.00 _____

I agree to abide by all rules and procedures set forth in pages 1, 2, and 3 of this application and to consider the attached pages 2 and 3 an integral part of the contract. I have carefully read the attachments with special attention to page 2, paragraph 1.

Signature _____ Date _____

1. **Permission to sell** at the Festival: Subject to the terms and conditions of this Vending Contract, The Rotary Club of South Miami and the Festival Committee agree to permit the Vendor to sell the foods or beverages at prices not to exceed those listed on the Vendor's application. Vendor must have ample supply of food to serve through 6:00 PM on Saturday and 5:00 PM on Sunday of the event. **Vendor agrees not to sell, distribute, or otherwise provide to any person at the Festival, with or without compensation, any type of soft drink, soda, or water. Vendor agrees not to sell, distribute, or otherwise provide to any person at the Festival, with or without compensation, any goods, foods, beverages, or other products other than the Vendor's products.**

2. **Space allocation:** The Festival has the right to provide no space, or less than all the space for which Vendor has submitted payment, by refunding (without interest) all or part of payment received from the Vendor, and the Contract shall be binding and effective only with respect to the spaces so provided.

3. **Cancellation:** Any Vendor who cancels the Contract prior to January 8, 2011, will be issued a full refund of payment made for booth and cart spaces.. Any Vendor who cancels after January 8, 2011, will forfeit the entire fee. **Absolutely no exceptions.**

4. **RIGHTS & RESPONSIBILITIES OF VENDOR**

a. **Schedule:** Vendor shall set up beginning at 8:30 AM and must have food preparation area **completely set up by 9:30 AM** on the Saturday of the event. Please note that no large trucks will be allowed in the intersection. Vendors shall close down their booths no earlier than 6:00 PM on Saturday and shall break down their booths no earlier than 5:00 PM on Sunday. Vendors and all their equipment must be off the street by 7:00 PM on Sunday.

b. **Booths:** All Vendors shall occupy the space assigned. No transfers, assignments, licensing, or subletting of booths is allowed. The size of the space shall be 11' x 11' and booths must be placed within the designated space. Vendor shall provide an attractively designed sales booth for each space to be occupied by the Vendor. It must be of at least the quality shown in the Vendor's submitted photographs. The sales booth shall be constructed in a safe and sturdy manner consistent with fire safety codes. All tents, stands, and tables supporting cooking facilities will be of stable construction, so as to prevent any accidental knocking over. Appropriate tent weights are mandatory and tents must be flame-retardant. All cooking, with charcoal or other flammable materials, will be conducted in the open areas, and reasonable precautions will be taken to protect the public from accidental contact with the cooking areas. All fuel containers and other flammable materials must be kept away and at a reasonable distance from the cooking areas. Generators and cooking facilities must be turned off completely before refueling.

c. **Pushcarts:** Pushcarts must be self-contained and completely mobile. All supplies, product, and fuel source must be enclosed within the cart.

d. **Vendors:** Vendor and all employees shall be properly attired at all times. Vendor and employees are not permitted to drink or serve alcoholic beverages. Vendors shall wear plastic disposable gloves to serve the public and are subject to inspection by a South Miami Health Code Officer. Any vendor closed down by the Health Inspector or the Festival Committee will not be entitled to a refund.

e. **Signage:** The Vendor shall post an attractive sign, visible to the general public, listing all items of the Vendor's products for sale during the Festival and including the selling price for each item.

f. Generators: Vendor shall supply gas-powered generators. Gas-powered generators must be whisper quiet and equipped with sound barriers (loud generators will not be accepted.) **Absolutely no cords or hoses will be permitted to lie across the streets - no exceptions.**

g. Fire: Vendors who will be cooking shall have a five-pound fire extinguisher at each sales booth or cart, with a class A or B rating. The extinguisher must be in serviceable condition. If no extinguisher is present, the Vendor will be shut down until one is obtained. At the end of the day, all coals must be removed from the festival grounds and may not be discarded within the festival site. All upright propane tanks must be secured in a manner to prevent accidentally being knocked over. Fire inspectors are on duty throughout the festival weekend and will inspect each Vendor's operations.

h. Trash: Vendors shall furnish trash containers for customers and be responsible for keeping their areas clean continuously throughout show hours. Vendor shall provide at least two trash barrels, clearly labeled with Vendor's name, and sturdy plastic trash bags at each sales booth. Trash, in securely fastened trash bags, is to be deposited on a regular basis throughout each day into the nearest available dumpster. Any Vendor not leaving booth space clean and trash-free will be fined \$100.00 at the time of departure.

Absolutely no dumping of cooking oils, coals any other food products into public street drains.

i. Security: Vendor shall be solely responsible for the security and safety of Vendor's cash, equipment, goods, inventory, supplies, or other property.

5. Miscellaneous

a. Vendor may not assign or otherwise transfer Vendor's rights and obligations under the Contract without the prior written consent of the Festival Committee. No part of the Contract may be amended or waived except by a written instrument agreed to by both parties.

b. The Contract shall be governed in all respects by the laws of the State of Florida. Vendors shall individually comply with the State of Florida sales tax regulations. In the event of any breach of the Contract by the Vendor or any employee or independent contractor thereof, the Festival Committee may bar or eject the Vendor from the premises of the Festival without any refund or credit for any payments made by the Vendor in connection with the Contract. Such action shall be in addition to and not in lieu of any claim by the Festival for damages resulting from such breach.

c. In the event that the South Miami Rotary Art Festival is interrupted or prevented without contributory fault or negligence of either party because of war, act of God, fire, national or local calamity, riot, or civil disorder, any act or regulation of public authorities, or any unforeseen occurrence or labor dispute, including strike or lockout of employees, then the obligations of the parties shall be suspended to the extent made necessary, but no refund shall be due or payable to the Vendor from the South Miami Rotary Art Festival for any fees paid. Neither the Vendor nor the Festival shall be liable to the other for any damages caused thereby.

d. The Vendor shall indemnify, defend, and hold harmless the Festival from and against any and all claims or assessments, regardless of the validity thereof., including any attorney's fees and costs, attributable to or otherwise arising of any and all activities undertaken by or on behalf of the Vendor in connection with the South Miami Rotary Art Festival, including, without limitation, the preparation and sales of food or beverage (s.)