

36th Anniversary						
DOMDANO REACH	APPLICA	ATION & C	VENDOR CONTRACT			
Contood 1	NOT FOR FOOD VENDORS - CALL FOR FOOD VENDOR INFO					
Ofestival	APRIL	. 24-26	5, 2020			
Community Park & Amphitheater	Community Park &					
COMPANY NAME:		TELEP	HONE:			
ADDRESS:			Date:			
CITY:		STATE:	ZIP:			
COMPANY REPRESENTAT	IVE:					
FLA SALES TAX# (IF APPLI						
E-MAIL:		(Primary Method o	f Communication)			
SEE BACK OF CONTRACT OR 2ND PAGE FOR TERMS AND CONDITIONS ONLY ITEMS APPROVED BELOW BY MANAGEMENT MAY BE SOLD OR DISPLAYED. Management reserves the right to refuse sale or display by vendor of any product, or service for any reason whatsoever. Management reserves the right to make changes in location assignment at any time before or during the festival if, in their sole discretion, it is in the best interest of the FESTIVAL to do so.						
	re 12' wide x 15'deep <mark>nly</mark> (see vendor layou	o unless otherwise r pt) NUMBER OF SP	\$22.90 (7% FL Sales Tax) = \$350.00 noted on layout ACES x \$400.00 ACE COST: \$			
4. 5.	4		FULL PAYMENT			
*If preferred booths are not av		is close as possible	REQUIRED WITH APPLICATION *Deposits not accepted			
EACH SPACE MEASURES 10' w	vide x 15'deep - DISPLAYS A	RE SET ON GRASS , NO TE	ENTS OR FURNISHINGS ARE PROVIDED			
YOU MUST LIST ALL	ITEMS, PRODUCTS OR	SERVICES THAT WI	LL BE DISPLAYED OR SOLD.			
TO BE COMPLETED BY SPACE ASSIGNED: APPROVED ITEMS:		Application for the a with the terms & cond page of this contract Changes in space size	DMPLETED BY EXHIBITOR bove space is submitted in accordance ditions on the face and reverse side or 2r . Application must be filled in complete e or assignment may require an adjustme bown on this application. Such changes y			
		-	AUTHORIZED SIGNATURE			
BY:D						
Fill Ou Credit Card or Check The Pompano (Fax,	t & Return with Authorization Form Made Payable To: Beach Seafood Festi , Mail, or Email) mail prefered	Good Event P.O Box 50025 Val Lighthouse Poin 954/865-3092	Management 20			

2020 POMPANO BEACH SEAFOOD FESTIVAL CONTRACT FOR EXHIBIT SPACE

THIS AGREEMENT, entered into on the acceptance date shown on the reverse side by and between the POMPANO BEACH SEAFOOD FESTIVAL CORPORATION (hereinafter referred to as FESTIVAL) and the exhibiting company (hereinafter referred to as VENDOR).

WITNESSETH: For and in consideration of the rental sum identified on the reverse side as ("TOTAL ALL SPACE") including the covenants and agreements herein, and the faithful and timely performance by VENDOR of such agreements covenants, FESTIVAL hereby grants to VENDOR the right to use the confirmed space designated (see reverse side) for the time and period indicated for the installation, display, and removal of approved exhibit material and for no other purpose.

This agreement is made and entered into upon the following terms and conditions which are mutually agreed upon by both parties.

1) All decisions regarding space assignment, nature and style of display, management before, during, and after FESTIVAL hours; interpretation and enforcement of rules and regulations including such amendments and further rules and regulations as may be considered necessary for the proper conduct of FESTIVAL and all other matters pertaining to the FESTIVAL shall be made by the Board of Trustees of the FESTIVAL or their duly appointed representatives.

2) Neither the FESTIVAL, Greater Pompano Beach Chamber of Commerce, The City of Pompano Beach, the Pompano Beach Fishing Rodeo, the John Good Company, Inc., or their representatives shall be liable or responsible for any injury to VENDOR or their employees or their guests or visitors while within the confines of their space or spaces contracted for by VENDOR; nor shall said parties be responsible for the loss of any goods from any cause whatsoever while in the same or in transit to or from the FESTIVAL, while they are in the display area. VENDOR agrees to indemnify and hold harmless the FESTIVAL, the Greater Pompano Beach Chamber of Commerce, The City of Pompano Beach, the Pompano Beach Fishing Rodeo, the John Good Company, Inc., or their representatives from any and all claims whatsoever for personal injury to himself, employees or others arising out of or from the use of or occupancy in the spaces contracted. A certificate of insurance naming the FESTIVAL as an additional insured must be supplied to the FESTIVAL upon request.

3.) Neither the FESTIVAL, Greater Pompano Beach Chamber of Commerce, The City of Pompano Beach, the Pompano Beach Fishing Rodeo, the John Good Company, Inc., or their duly appointed representatives shall have any liability whatsoever for any adverse affect on the FESTIVAL or the VENDOR from any occurrence, including but not limited to fires, strikes, governmental intervention, weather or other acts of God or forces of nature, defaults of suppliers or vendors, or any other occurrence beyond the reasonable control of FESTIVAL. It is further agreed that any decision by FESTIVAL regarding the conduct or cancellation of the FESTIVAL as a result of such occurrence shall not create any liability on the part of FESTIVAL, the Greater Pompano Beach Chamber of Commerce, The City of Pompano Beach, the Pompano Beach Fishing Rodeo, the John Good Company, or their duly appointed representatives to the VENDOR except that if the VENDORS space has not been made available to the VENDOR a refund of any fees paid will be made after a pro rata share of FESTIVAL expenses is deducted. It is further agreed that FESTIVAL shall have sole discretion to change or adjust the hours or days of the FESTIVAL, or the times that the VENDOR is allowed access to the FESTIVAL. Such change in hours shall not be considered a breach of this agreement or constitute grounds for any refunds to be made by FESTIVAL to the VENDOR.

4) All applicable electrical, fire, and health department regulations and all city, county, and state and federal laws must be complied with. Vendors can expect authorized inspectors to be on hand to enforce applicable laws and regulations. VENDORS are solely responsible for all applicable inspection fees.

5) VENDOR may not sub-lease, assign or apportion their space. No more than one firm may exhibit in a single space. VENDOR shall conduct business only within the confines of their space. Space shall be manned during all FESTIVAL hours. VENDOR assumes all liability for any damage caused by the VENDOR or the VENDOR'S employees to the grounds, property, or equipment of the City of Pompano Beach, the Festival, or its duly appointed representatives.

6.) It is the sole responsibility of the VENDOR to complete this agreement in full including the section provided for listing products and services that will be a part of the display. FESTIVAL reserves the right to refuse any products or services that are not listed, or which in the sole discretion of FESTIVAL are not considered in the best interest of the FESTIVAL for any reason whatsoever.

7.) VENDOR agrees to set up all displays and products within the time limits set by the FESTIVAL. If VENDOR fails to move in within the prescribed time and VENDORS space is no longer available, FESTIVAL shall not be liable for any refund of payments, and VENDOR agrees that any unpaid balance on this space will still be paid in full by VENDOR.

8.) VENDOR agrees to remove all products, display materials, trailers, vehicles, or other possessions of VENDOR within the time allowed for breakdown. Any such materials left by VENDOR will be disposed of or removed and placed in storage at the VENDORS sole expense.

9) Space payments are not refundable once space is confirmed by the FESTIVAL.

10) FOOD VENDORS: FOOD VENDORS must have in force a general liability insurance policy as a food service establishment with a minimum limit of \$1,000,000.00. FOOD VENDOR MUST SUBMIT TO FESTIVAL A CERTIFICATE OF INSURANCE NAMING THE POMPANO BEACH SEAFOOD FESTIVAL, INC. AS AN ADDITIONAL INSURED WITH THIS APPLICATION. Only food items approved on reverse may be served. FESTIVAL reserves the right to give space assignment priority to established area restaurants. FESTIVAL also reserves the right to change location assignments of food vendor at any time.

ACCEPTED BY:	COMPANY NAME:		DATE:
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SIGNATURE: ______ PRINT NAME: _____



CREDIT CARD AUTHORIZATION

EXHIBITING COMPANY		
ADDRESS		
CITY	STATE ZIP	
PHONE	FAXE-MAIL	
VISA	MASTERCARD AMERICAN EXPRESS	
NAME AS IT APPEARS ON C	ARD:	
ACCOUNT NUMBER:	EXPIRATION DATE:	
BILLING ADDRESS IF DIFFERENT FROM ABOVE 3 or 4 Digit Security Number:		
ADDRESS:		
CITY, STATE ZIP		

CHARGE MY CREDIT CARD AS FOLLOWS:

BOARDWALK VEND FOOD VENDOR SPAC	· · · · · · · · · · · · · · · · · · ·		
OTHER (): \$		
SIGNATURE:			
DATE:			
		FAX TO: 954-570-7786	
RETURN TO <u>POMPANO BEACH SEAFOD FESTIVAL, INC.</u>			
	P.O Box 50025 Lighthouse Point, FL 33074 954/865-3092 Fax: 954/570-7786		

E-Mail: Kyle@pompanobeachseafoodfestival.com