

Premium Booth Premium Space Promenade Frontage Commercial/Retail Arts/Craft COI
 WAI AGR APP Paid Date Received ___/___/___ Rejected Approved e-Confirm #of Spaces ___ SR/N ___

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**13th Annual
Port Salerno Seafood Festival**

January 26th 2019

Saturday 10 AM - 8 PM

Standard Deadline 12/31/2018

Rates increase after 01/01/2019

Presented by the
Port Salerno Commercial Fishing Dock Authority
Voted Best Local Event in Martin County by Scripps Treasure Coast readers!

General Vendor Application

(Please print legibly)

Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Cell phone # used at event: _____

Your Website: _____ FaceBook Address: _____

E-mail _____

Confirmation of acceptance, space assignments and setup instructions will be sent via e-mail. **(Make Sure We Can Read it!)**

Year _____ Make _____ Model _____ Color _____ of your vehicle at the event.

Vehicle License Plate # _____ Trailer License Plate # _____

Vehicle information is requested to help minimize the possibility of your vehicle being towed or impounded by the local municipalities.

Please Indicate Method of Payment & Booth Type: Check Money Order PayPal _____ transaction date

Fees include 6% sales tax Standard Rate (Valid until 12/31/2018) **After Deadline Rate (Mandatory after 01/01/2019)** No checks after deadline.

Note to Arts/Craft Applicants: If you mass produce or sell any item not made entirely by you, you **cannot** select the Arts & Craft category.

Arts & Craft **\$116.60 / \$169.60** Commercial/Retail **\$163.24 / \$216.24** Promenade Frontage **\$204.05 / \$257.05**

Limited to 30 spaces in vendor field & select locations
(Space Only - Call 561 792-9260 for availability)

*Located in Vendor Field, at Pirates Cove & other
locations throughout the festival* (Space Only)

*Located along main roadways throughout the
festival in select locations* (Space Only)

Premium Space (No Tent Included) **\$291.50 / \$344.50**

Premium Booth (Tent Package Included) **\$437.25 / \$490.25**

Located along main roadways in a prime location
(Space Only)

Located along main roadways in a prime location
(Space, Tent, Table, 2-Chairs and Booth Lighting Provided)

*Community Booth Space **\$303.16 / \$356.16** (*Sales are Prohibited - No Merch Sales) *Non-Profit Booth **\$303.16 / \$356.16**

Sponsor Booth - Grand Slam Marlin Sailfish Wahoo Dolphin

Community Booths, Non-Profit Booths, and the above **Sponsorship levels** will be provided a 10' x 10' Space located along the main roadways, use of 1-Tent, 1-Table, 2-Chairs, and basic Booth Lighting, each setup and removed for you as part of your Tent Package.

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

List all products sold, promoted, displayed, distributed or demonstrated: (Be sure to include any special requests or needs)

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

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

Limited Electricity may be available (115 volts up to 200 watts) Additional fee may be required for usage over 200 watts. Light Towers will be provided. **Do you require electricity?** No Yes **List Power Usage** _____

Number of 10' x 10' Booth Spaces _____ Do you require separated booth locations? Yes No

All Booths Must be Properly Weighted or Staked Down. Unless otherwise indicated, additional booth spaces will be contiguous.

Total Amount of Booth Fee \$ _____ Make checks Payable to: **Port Salerno Seafood Festival**

*****Post Dated Checks Will Not Be Accepted!***** Submission of an application does not guarantee your acceptance.

Booth Fees are non-refundable with the exception of your application being rejected; your Booth Fee will then be refunded.

Event staff 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 relevant state, local and federal health codes, regulations, licenses, insurance, and taxes.

For questions regarding this application, please contact Kathy Gilbert at 561 792-9260

Additional event info & contact information is available at www.portsalernoseafoodfestival.org

I would like to promote my Business by donating an item/giveaway to be displayed at the Captain's Club VIP Tent.

I, the undersigned, have read and agree to the terms and conditions, and will adhere to the Rules and Regulations set forth 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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Make checks Payable to: **Port Salerno Seafood Festival**

Mail your photos, signed Agreement, Waiver, and completed Application with signed check to:

PSSF19 - POTTTC Events 1128 Royal Palm Beach Blvd. Suite 169 Royal Palm Beach, FL 33411

13th Annual Port The Salerno Seafood Festival

Event Rules and Regulations - Terms and Conditions

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Vendor / Booth Agreement

1. **Arts & Craft, Commercial/Retail, Promenade Frontage, and Premium Space Vendors** shall be provided a 10'x10" space only and supply their own canopy, tables, chairs, booth lighting, extension cords, display, canopy weights, etc.
2. **Sponsor, Non-Profit, Community and Premium Booths** shall be provided a 10'x10" space that shall include a Tent Package consisting of 1-Tent/Canopy, 1-Table, 2-Chairs and Basic lighting.
3. **Vendor** may only sell from the confines of their booth. If more space is required, please purchase additional space.
4. **Booth Space:** Only one vendor per space, NO Subletting or Sharing of Space Allowed.
5. **Vendor shall not relocate**, move, switch or trade booth space without the express consent of the Vendor Coordinator.
6. **Vendor** shall not call out to, interfere with or solicit patrons at neighboring booths.
7. **The use of amplified sound** must be pre-approved by the event and may not be disruptive to neighboring booths.
8. **Your signage** cannot be displayed anywhere within the event other than at your assigned booth.
9. **Your canopy** must fit within your booth space and be constructed to withstand inclement weather conditions.
10. **Canopies must be adequately weighted** or staked down. (You are responsible for any damages caused by your canopy.)
11. **Canopies must have an attached label** or tag affirming it was manufactured of flame-retardant materials.
12. **Canopy Size:** Canopies larger than 10'x10' may require an additional permit.
13. **Open Flames** or cooking with open flame is prohibited under canopies next to other vendors, e.g. barbeque, smoker, etc.
14. **Umbrellas:** Free standing or weighted shade umbrellas are prohibited due to concerns over event insurance liabilities.
15. **Fire Extinguishers:** It is recommended that all vendors have a fire extinguisher at their booth. However It is **Mandatory** that **All Food & Amusement Vendors** have adequate fire extinguishing equipment at their booth space with current certification tags attached and ready for inspection by the Fire Marshal, this includes a Class K extinguisher if fryers are to be used.
16. **All fees** must be paid in full prior to occupying booth space at the event. Application fees are non-refundable.
17. **Booth Fees** are non-refundable, with the exception of your application being rejected; your check will then be marked void and destroyed. Please provide a self-addressed stamped envelope if you wish to have your voided check returned to you.
18. **Returned Check Fee:** Checks returned by the bank will be charged against the issuer in accordance with Florida law.
19. **Stop Payment:** The issuance of a stop payment, 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.
20. **Confirmation or rejection** of acceptance will be sent via e-mail or US Mail if requested and your S.A.S.E. is provided. Submission of an application does not guarantee your acceptance. Application fees are non-refundable. Checks may be cashed upon receipt. If your check is cashed and you are later rejected, your booth fee will then be promptly refunded.
21. **Event Staff** reserves the right to move, discontinue, or limit the participation of any approved applicant at any time.
22. **Cancelations:** Barring dangerous or life threatening conditions, **Event will be held rain or shine.** (Unless a rain date has been established **See line 42**). There will be no refund for inclement weather, failure to show, emergency cancellation, or any reason other than the rejection of your application. If Event is canceled for any other reason, you will be contacted promptly.
23. **Space assignments**, setup times, check-in location and special instructions will be sent to you via e-mail approximately 1 week prior to the event.
24. **Power:** Limited power is available in certain locations for a fee. If power is a necessity and or power requirements are greater than 200 watts at 115 volts, be sure to bring this to our attention so that we may attempt to accommodate your power needs. An additional fee may be required for power usage greater than 200 watts or for usage in remote locations.
25. **SECURITY:** Although security may be provided at the event, Vendors are fully responsible for their own personal property.
26. **INSURANCE:** The event does not offer nor provide individual vendor insurance coverage. Neither the Port Salerno Seafood Festival nor any other person or entity will assume liability for any losses that you may incur.
27. **LICENSES:** Vendors are solely responsible for maintaining their compliance with relevant state, local, and federal health regulations, codes, licenses, and insurance.
28. **SALES TAX:** Vendors are responsible for collecting and reporting their own sales tax.
29. **Approved Applicants** agree to sign a WAIVER OF LIABILITY before occupying a booth space.
30. **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 expulsion from the event without refund. **The Sales of Fire Arms, Obscene Materials, Stolen Merchandise, and Illegal Paraphernalia are strictly forbidden.**
31. **Compliance:** Failure to comply with the Rules and Regulations governing this event may result in your expulsion 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. **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 the event staff so that vendor coordinator 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 litigation for damages.
33. **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

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Event Rules and Regulations - Terms and Conditions

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exclusivity on certain products and services, if their request is granted; affected vendors will be notified prior to the event of their new limitations. If an affected vendor is not able to accept their new limitations, they may 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.

34. **ALCOHOL** shall not be sold without a valid contract, proper licensing and the express written consent of the event/festival.
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 **at all times**. Do not occupy spaces that are intended for event patrons/ shoppers. This will benefit all booths at the event, including your own. Parking Violations will be enforced.
36. **SET UP:** Unload your product at your assigned booth space and immediately move your vehicle to the designated vendor parking area before you begin your set up.
37. **Vehicle Safety:** For the safety of the general public, be sure an ALL CLEAR for vendor pack up has been given by event staff before proceeding beyond the event barricades. **Unauthorized vehicular traffic** inside the gated or barricaded area during event hours is strictly prohibited. Violators may be charged with causing a public safety hazard and issued a citation by local law enforcement. **Wait for authorization from event staff, security or police.**
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 inside the event. No item(s) including but not limited to trash, boxes, displays, canopies, vehicles or trailers are to be left behind.
39. **Clean Up:** Vendors are responsible for removal of all trash & waste from their booth. **If your Space requires cleaning by Event Staff, a \$100 Clean-up fee will be charged to you or against your payout.** Please breakdown boxes and place in or next to the event's dumpsters or 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 result in the issuance of a citation and the loss of future participation.
40. **Photos or video** including sound, may be taken at this event of you, your booth, and or your products or works and used to promote this and future events by the Port Salerno Seafood Festival and its affiliates.
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 dangerous weather, those unable to participate during the rescheduled rain date(s) will unfortunately forfeit all fees 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 signed by hand or by electronic signature, and or delivered by facsimile, email of a scanned copy, or any other means of electronic transmission shall be deemed to have the same legal effect as that of an original signed copy of this Agreement delivered by hand, courier or postal service.
45. **Enforcement of these rules and regulations - terms and conditions** are at the sole discretion of the Port Salerno Seafood Festival. Failure to enforce said terms and conditions shall not be grounds for breach of contract. The Port Salerno Seafood Festival reserves the right to make final interpretation of all event rules
46. **Food /Amusement** vendors 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 submit a Certificate of Insurance naming the **Port Salerno Commercial Fishing Dock Authority, Inc., Port Salerno Seafood Festival, and or NAME TO BE DETERMINED** each as Additional Insured.

*** IF YOU DO NOT UNDERSTAND THIS AGREEMENT, SEEK CLARIFICATION FROM A LEGAL ADVISOR. ****

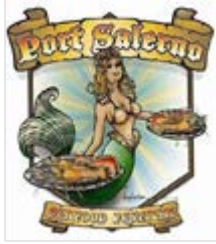
I, the undersigned, acknowledge that I have read and fully understand this agreement, and that I voluntarily executed the same without inducement or promise not contained herein for myself and on behalf of my staff, employees, helpers, partners, volunteers, friends, family members and or spouse who accompany 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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The Port Salerno Commercial Fishing Dock Authority Presents
The 13th Annual Port Salerno Seafood Festival
Saturday January 26th, 2019

Waiver, Release and Hold Harmless Agreement

1. **Name of event:** The 13th Annual Port Salerno Seafood Festival
2. **Location:** Port Salerno Waterfront and adjacent properties. Port Salerno, FL
3. **Date(s) of event:** January 25th* & 26th 2019 *setup day

I agree and acknowledge as follows:

4. Release of Liability. I, unconditionally waive, release, indemnify and forever discharge and hold harmless, the Port Salerno Seafood Festival, Port Salerno Commercial Fishing Dock Authority, April Price & Associates, POTTC Events, the city and or county the event is held in, all sponsoring organizations, their directors, officers, employees, agents and volunteers, successors and assigns, property owners, 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 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.

*** 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 _____

(Please Print)

Full Name _____

Date _____

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