

**Pahokee Heritage and Music Festival 2012
Food Vendor Agreement**

The Agreement is entered into between, "*Pahokee Heritage and Music Festival*" ("*The Event*"), *The City of Pahokee (The Company)*", and the undersigned Food Vendor, ("the Vendor"). The Vendor hereby agrees to the following terms and conditions as contained in the Agreement.

1 It is hereby agreed that I, _____ as an authorized representative for _____ (the Vendor) will occupy one booth and offer sample items of food as listed on sheet attached hereto and made a part of the Agreement, at "Pahokee Heritage and Music Festival", Pahokee, Florida, held on **Saturday and Sunday, February 25 and 26, 2012**, beginning at 11am and agree to paragraph 1-9 hereof.

Vendor Name: _____
Total List of Items to be Sold (nothing different shall be added)

TOTAL AMOUNT PAYABLE AT TIME OF RESERVATION:

LIMITED SPACE AVAILABLE ~APPLICATION DUE BY February 8, 2012

___ **ALL FOOD VENDORS: *\$100.00 (each day)**
___ **ALL FOOD VENDORS REQUIRING ELECTRICITY: *\$60**

The above fee is non-refundable. Vendors will be held responsible for the area in which their booth is stationed. If area is not returned to the original clean condition at the end of the event, the vendor will be responsible for paying a clean up fee in the amount of \$100.

Credit Card: ___ **Visa #** _____
___ **MC #** _____
___ **AMX#** _____
Expiration Date: _____
Name on Card _____
Credit Card ID (on the back card) _____
Billing Zip Code _____

*** Or pay securely through _____, Visit _____**

The Mosaic Group
2930 Okeechobee Blvd Suite 205
West Palm Beach, Florida 33409

- 1 The Vendor (food vendors) shall, to the satisfaction of the Festival, fully comply with the Florida Department of Health regulations schedule “B” (please refer to your state regulations documents), assume responsibility and agree as follows:
- a. To furnish all decorations for the booth(s) in accordance with the theme of the event. Each booth will be subject to adjudication. Criteria and award details will be shared upon receipt of your completed application.
 - b. To furnish all electrical appliances, extension cords and equipment necessary for the preparation of food.
 - c. Furnish anything above and beyond the basic small plates, spoons, forks and napkins, that will be needed to serve at the booth.
 - d. To have the booth completely set-up, decorated and ready to open for sampling by 8:30 a.m. on the morning of the event.
 - e. To clean-up the Vendor’s assigned area, including but not limited to the collection of all food, grease, refrigerators, food warmers, paper goods, serving dishes, extra tables and chairs, leaving the assigned area clean within one hour after the event has concluded. In the event that the area is not returned to original condition, the vendor agrees to pay a \$100 clean up fee and pay any additional costs if damage to area is assessed.
 - f. To furnish a booth manager, who shall arrive at the site one hour prior to the start of the event, and who shall remain there until the booth area has been cleaned, named as follows:
 1. Booth Manager Name: _____
 2. Telephone No.: _____
- 2 The Vendor (food vendors) shall abide with all applicable Federal, State, County and City laws and regulations and be responsible for obtaining and or possessing any and all permits and licenses that may be required including, State Health Department regulations and food handling permits.
- 3 The Vendor shall procure and maintain, throughout the term of this Agreement, insurance coverage reflecting at a minimum an amount of not less that One Million Dollars (\$1,000,000.00) for bodily injury and general liability coverage (**Please contact your insurance provider and request an addendum for February 25-26 to cover this specific event**). The coverage required shall extend to all employees of the Vendor and shall include The Mosaic Group and the City of Pahokee as additionally insured. ***The certificate of Insurance reflecting the required coverage must be attached, and made a part of this Agreement.***
- 4 The Vendor shall hereby agree to defend, indemnify, save, and hold harmless The Mosaic Group and the City of Pahokee, its assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney’s fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the vendor, its subcontractors, agents, assigns, invitees, or employees in connection with this Agreement. The Vendor further acknowledges that he or she is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Agreement. The provisions of this paragraph survive the termination or expiration of this Agreement. Food Vendors shall submit certificate of insurance (proof of insurance for an event, see item #4 for details) and a check in the total amount payable to: The City of Pahokee / mail to:

- 5 The Vendor shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement.
- 6 The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims in federal court.
- 7 The Event may terminate this Agreement at any time upon twenty-four (24) hours prior notice to the Vendor or the day of the event if vendor is not complying with this agreement inclement weather or unexpected emergency.
- 8 Except for those provisions contained within which survive the termination of this agreement, the terms of this Agreement shall commence on the acceptance date by the Vendor on the last page of this Agreement and shall continue until all contractual obligations are completed.
- 9 There will be a **mandatory phone call orientation within 1 week prior to event**. Any changes to the final layout must be made at this time. Your business will be contacted with details of this meeting. *No changes will be made on the day of the event.*

IN WITNESS OF THE FOREGOING, the Parties or their duly authorized representatives hereby execute this Agreement on the date written below.

VENDOR: _____

President/Owner (signature): _____

Printed name of President/Owner: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Email: _____

ACCEPTANCE DATE: _____

COMMITTEE MEMBER NAME _____

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