



**VENDOR CONCESSION APPLICATION / AGREEMENT**  
**2018 Fort Lauderdale Pirate Festival: May 12, 2018 in Ft. Lauderdale, Florida**  
**Produced by the Rotary Club of Fort Lauderdale, Inc.**  
**1350 E. Sunrise Blvd., # 112, Ft. Lauderdale 33304**  
**(954) 424-0731, email [RotaryFtLaud@gmail.com](mailto:RotaryFtLaud@gmail.com)**

**COMPLETE APPLICATION, FEES, SECURITY DEPOSIT, AND THE CERTIFICATE OF INSURANCE ARE DUE BY APRIL 20, 2018.**

The Rotary Club of Ft. Lauderdale, Florida, Inc., hereinafter called "Rotary Club", and the vendor listed below, hereinafter called "Vendor", agree that subject to the terms and conditions of this Agreement, Vendor shall sell only the products specified below and approved by the Rotary Club during the 2018 Fort Lauderdale Pirate Festival in Ft. Lauderdale, hereinafter called the "Pirate Fest". Said Pirate Fest to occur in and near Esplanade Park at 400 SE 2<sup>nd</sup> Ave, Fort Lauderdale, FL on Saturday, May 12, 2018 between 11:00 a.m. and 7:00 p.m. This Agreement does not imply nor guarantee any exclusivity as to the selling of the products listed below.

**Vendors Rules and Guidelines for all Vendors including Food Service**

The following guidelines have been established to provide a clean environment and ambience for the Pirate Festival Patrons (PFP) and volunteers.

The Rotary Club Coordinators are Pat McNamara, Johnathan Keith, David Kramer, and Bobby Rodriguez. They will be your point of contact on May 12<sup>th</sup> and you agree that any decision they make regarding the Pirate Festival shall be final.

Restaurant or Food Truck Vendor: \_\_\_\_\_

Art/Craft Vendor: \_\_\_\_\_

Other type of Vendor: \_\_\_\_\_

The Vendor's contact person: \_\_\_\_\_

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

Cell phone: \_\_\_\_\_

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

**TENTS AND CANOPIES:** It is the vendor's responsibility to supply all tents, weights or supports for tents, electric cords, cash drawers, food supplies and menu, etc. SEE RIVERWALK RULES. Tents/canopies may be any color. All tables must be covered and skirted to the floor. Bed Sheets and/or material with frayed edges or holes are not permitted as table covers or skirts. All booths/canopies shall be either 10' frontages by 10' depth or 12' frontage and 12' depth.

**ELECTRICITY REQUIRED BY VENDOR:** Electric availability is limited and requests must be approved in advance by the Rotary Club Coordinator. The amount of electricity being requested is as follows:

**VENDOR'S USE OF SIGNS:** All signs used by Vendor must be made professionally and not hand written.

**SET UP AND SHUT DOWN TIMES:** begins at 7:00 a.m. on May 12, 2018. Food vendors may begin at 7:00 am and must be completely set up by 10:00 am. Vendors are to remain open between 11:00 a.m. and 7:00 p.m. unless given permission by a Rotary Coordinator to close/leave early. Shut down begins at 7:00 pm. Vendors must remove all their property and vacate the premises by 9:30 pm. The Police or the Parking Department may ticket anyone in violation of these hours.

**PARKING AND VEHICLE ACCESS:** Vehicular access within Esplanade Park must be very limited. All Vendors are to load and unload from the curb on the outside of the park. Vehicles which are approved by a Rotary Coordinator to enter the park must be removed from the park by 10:00 am. Food Trucks must be in their assigned location by 9:30 a.m. Food trucks will have an assigned area in which to park. The Rotary Club is not providing parking for non-food truck vendors so it is up to each Vendor to secure their own parking.

**STORAGE OF BOXES IN THE BOOTH:** Vendors must place all goods, tables and setups inside of the tent or food truck at all times. No exceptions. Boxes and packaging may be stored out of sight under the table skirt.

**ITEMS PERMITTED FOR SALE:** No Vendor may sell anything other than what is approved with this application. Unauthorized items are subject to removal from the booth at any time by the Rotary Coordinator. Vendors may not sell or use or possess: alcoholic beverages, tobacco products, firearms, and fireworks.

**CLEAN UP:** Vendors are responsible for the removal of all their set up and the cleanup of trash from the booth area. Trash receptacles are located throughout the event area. If you have excessive trash please bring your own trash bags and clean up after your booth. To receive a refund of the Security Deposit, Vendors must call for a Rotary Coordinator to inspect their area. If the Rotary Coordinator is not called to perform the inspection or he/she determines a Vendor's area has not been cleaned, the Rotary Coordinator will take a photo of the area and the Vendor shall not receive a refund of the Security Deposit. If the area is clean, the Rotary Coordinator will present the Vendor with a refund check for the security deposit.

**RATES AND SECURITY DEPOSIT:**

Booth/Canopy space of 10' x 10': \$50.00

Booth/Canopy space of 12' x 12': \$60.00

Security Deposit: \$100.00

The fee and Security Deposit must be paid when this application is submitted and it shall be returned if the Vendor leaves the area clean and free of damage.

Vendors must send a cashier's check or money order (no credit cards, cash, or personal/business checks will be accepted) in the mail to **Rotary Club of Ft. Lauderdale, Florida, Inc., Attn.: Pirate Fest, 1350 East Sunrise Boulevard, #112, Ft. Lauderdale, Florida 33304. It must be received no later than noon on April 20, 2018.** Payments cannot be accepted by event staff or on the day of the event. Vendors who have not paid in advance will not be allowed to set up a booth/tent/canopy or food truck.

No vendors or their representatives shall conduct themselves in a manner offensive to general standards of decency or good taste. This is a Pirate Festival and costumes are encouraged, however, tops and bottoms must be worn at all times and Vendors may not wear swimsuits unless they are taking part in the raft race or paddle board race. While at their tent/food truck Vendors may not wear swimsuits. Vendors manning a booth must be 18 years old or older, or if someone is under 18 years old they must be accompanied by someone who is 18 years old or older at all times.

Each Vendor is responsible for collecting, reporting, and paying Florida State Sales Tax of 6%.

Each Vendor is responsible for obtaining any necessary state, county or city permits allowing them to do business in the City of Fort Lauderdale and a copy of said permit must be provided along with this application.

**All vendor areas will be assigned by The Rotary Club based in part on the order the complete application, fee, and security deposit are received in our office, based on space availability, and based on The Rotary Club's best judgement of where each vendor should be located. The Rotary Club may not allow a vendor if in its judgement**

**the vendor is not appropriate for a family oriented festival or it does not represent the values of The Rotary Club or Rotary International.**

**USE OF PHOTOGRAPS, VIDEO, AND AUDIO RECORDINGS:** I grant the Rotary Club of Fort Lauderdale, Florida, Inc., and the City of Fort Lauderdale permission to use any photographs, video, and/or audio recordings of my participation in the event for any marketing they may do, including print, digital marketing, and social media.

**CANECLLATION POLICY:** If extreme acts of nature are expected or inclement weather encountered and the event is cancelled there shall be no refund due vendor. Should a vendor be a "NO SHOW" or not call/e-mail to cancel at least by 5:00 pm on May 10, 2018, the vendor is not eligible for a refund.

**VISUAL IMPACT:** Rotary Club of Fort Lauderdale, Florida, Inc. has the right to control the "VISUAL IMPACT" and overall presentation of the event. Vendors that do not comply with the guidelines of the event will be asked to leave at any time and will not be permitted to return. Refunds will not be given for violations. If it is determined by a Rotary Club Coordinator that a vendor's display is detracting from the overall site presentation, an immediate change or improvement will be required or the display must be removed immediately when told to do so by the Rotary Club Coordinator. The City of Ft. Lauderdale, and Rotary Club of Fort Lauderdale, Florida, Inc. has the right to relocate Vendor booths locations at its sole discretion or as needed for public safety.

**INSURANCE:** All Vendors are required to provide a Certificate of Liability Insurance ("COI") which includes liability coverage for the event in the amount of at least one million dollars (\$1,000,000), naming both the City of Fort Lauderdale, 100 N. Andrews Ave., Fort Lauderdale, FL 33301 and the Rotary Club of Ft. Lauderdale, Florida, Inc., 1350 E. Sunrise Blvd., Suite 112, Fort Lauderdale, 33304 as additional insureds. This COI must be received by the Rotary Club along with the fee and application.

**RELEASE OF LIABILITY:** I, the undersigned Vendor or agent for the Vendor, do hereby forever discharge, release and hold harmless both the Rotary Club of Fort Lauderdale, Florida, Inc., sponsors, agents, employees, and volunteers, and the City of Fort Lauderdale and its agents, employees, and volunteers, of and from any and all manner of legal action, law suits, claims for damages, or claims whatsoever arising from any loss or damage to the person or persons or property of the undersigned Vendor while under the supervision of the Rotary Club of Fort Lauderdale, Florida, Inc., or the City of Fort Lauderdale.

**ACCEPTANCE OF ALL RULES:** If permitted to participate in the Pirate Fest, I hereby consent to all rules and regulations established for the event, **including the attached Rules and Regulations from the Riverwalk District.** Vendor must sign the Rules and Regulations and return the signed copy with this Application and Agreement. Vendor agrees and understands that the Rotary Club of Fort Lauderdale, Florida, Inc. will have final authority for all decisions of food and beverages sold or given away, and the location of the booths and food trucks.

**APPLICATION DEADLINE:** The deadline to submit your application is April 20, 2018. Submission of this form indicates your full acceptance of the terms listed herein and your agreement to comply with them.

**FOOD VENDORS:** Complete this information below, attach pictures of your booth/food truck set up and the product(s) you desire to sell. All items must be approved in advance by The Rotary Club. Applications submitted without pictures and a list of the items will not be considered. If you wish to add/delete items to sell you must re-submit an application.

Restaurant or Food Truck Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Address, City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**RATES:**

Booth/Canopy space of 10' x 10': \$50.00

Booth/Canopy space of 12' x 12': \$60.00

Food trucks: \$100.00

**FOOD AND/OR DRINKS** use additional sheet if necessary or take a picture of your menu and the food item itself and submit that. All items sold must be listed and approved in advance.

**Please list four main items that you wish to sell with their selling prices:**

- 1. \_\_\_\_\_ Price: \$ \_\_\_\_\_
- 2. \_\_\_\_\_ Price: \$ \_\_\_\_\_
- 3. \_\_\_\_\_ Price: \$ \_\_\_\_\_
- 4. \_\_\_\_\_ Price: \$ \_\_\_\_\_

**Please list three side items that you wish to sell with their selling prices:**

- 5. \_\_\_\_\_ Price: \$ \_\_\_\_\_
- 6. \_\_\_\_\_ Price: \$ \_\_\_\_\_
- 7. \_\_\_\_\_ Price: \$ \_\_\_\_\_

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Vendor's name printed

\_\_\_\_\_  
Date

**NO LATER THAN APRIL 20, 2018 ALL VENDORS MUST insure delivery to Rotary Club of Fort Lauderdale, Florida, Inc., 1350 E Sunrise Blvd., Fort Lauderdale, FL 33304. Documents may be emailed but the payments must be mailed or delivered. Email address is: [RotaryFtLaud@gmail.com](mailto:RotaryFtLaud@gmail.com).**

**A COMPLETE APPLICATION INCLUDES:**

- 1. Complete and sign all 4 pages of this agreement.
- 2. \$50 or \$60 fee based in the size of your tent
- 3. \$100 if you are a food truck vendor.
- 4. Security Deposit of \$100.00.
- 5. Certificate of Insurance listing the 2 additional named insured.
- 6. Food vendors: Pictures of the food to be sold and the menu with prices.
- 7. Signed copy of the Riverwalk District Rules and Regulations.

For Rotary Use: Received this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Application complete: Yes No Fee paid: \$ \_\_\_\_\_, \$100 Security Deposit paid: Yes No

Accepted by Rotary this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Notice to Vendor Date: \_\_\_\_\_ Time: \_\_\_\_\_ Name of Vendor spoken to: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_