



## Boys & Girls Clubs of St. Lucie County Seafood Festival 2018

### Food Vendor Application

Please complete the following 5 pages and return this document along with your payment to  
Boys & Girls Clubs of St. Lucie County  
3104 Avenue J, Fort Pierce, FL 34947  
Email: amarshall@bgcofslc.org  
Phone: Alicia Marshall 772-460-9918 x107

Applications received after February 9, 2018 will be subject to a price increase.

#### Vendor Contact Information: **All Fields Required**

Booth Name (Give name that you would like to have listed in event information):

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Name of Contact / Name of Business:

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Address:

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City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Driver's License: State \_\_\_\_\_ # \_\_\_\_\_ Do you have Handi-capable Vehicle?

Florida Sales & Use Tax or Certificate of Registration Number \_\_\_\_\_

For more information: <http://floridarevenue.com/dor/eservices/> A copy of your certificate should be submitted with your application. Please submit a copy of tax certificate with application.

During normal hours of operation, the Festival's main source of contact is either email or cell phone. Please make sure that the Festival's email address is allowed by your computer's security screens.

**Who will be the point of contact for any emergency call during the Festival? – This should be the person in town working your booth.**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Location (if known) where you will be staying during Festival: \_\_\_\_\_

Additional contact and phone number if you are unreachable:

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Should your emergency contact change before the Festival, please call our office with the correct information. This information will be given to contact in the event of an emergency.

**Food Vendor Space Request**

Applications received after February 9, 2018 will be subject to a price increase.

**Novelty Food booth** (space only) / 10'x10' / **\$75.00 / \$110.00** QTY \_\_\_\_\_  
\*Italian Ice, popcorn, ice cream, lemonade, etc. Subject to approval. SUBTOTAL \_\_\_\_\_

I need electricity (Novelty Food Booths only, 110v) / \$25.00 SUBTOTAL \_\_\_\_\_  
\*Electricity is limited and availability is NOT guaranteed, subject to approval

**Food Booth** (space only) / 10'x10' each / **\$235.00 each / \$290.00 each** QTY \_\_\_\_\_  
\*at this time, electricity is not offered. Must be self-contained only SUBTOTAL \_\_\_\_\_

ADDITIONAL SERVICES

I need a 10x10 Tent with table & chairs / \$100.00 SUBTOTAL \_\_\_\_\_

**TOTAL** \_\_\_\_\_

Please read and initial below.

I will provide a refundable "Clean Site" money order of \$100.00 upon arrival at Check-In **Initial** \_\_\_\_\_

I have insurance coverage in the limits set forth herein and will provide the required certificates of insurance no later than one week prior to the event or I will not be permitted to participate and will forfeit any monies paid. **Initial** \_\_\_\_\_

I agree to sell at least two (2) seafood items, with one (1) costing \$5 or less **Initial** \_\_\_\_\_

I agree to include carpet or canvas under any cooking/food service area **Initial** \_\_\_\_\_

List all items you plan to sell within your booth. Items may not be changed unless notified and agreed to with the Seafood Festival Vendor Committee. Be specific: \_\_\_\_\_

Describe structure you will be using (such as a tent or trailer) and please include a picture: \_\_\_\_\_

Vendors will not hold the Festival participants, directors, volunteers, employees, City of Port St Lucie, or Festival sponsors responsible for claims, losses, fees, damages or expense. The Festival will not refund fees due to inclement weather, government action, strikes, terrorism acts, or other matters beyond its control.  
Each application is juried by the Seafood Festival Vendor Committee. All vendors will be notified of their acceptance/rejection in a timely manner. Notification will be provided in writing by email.  
Checks or credit card will not be cashed until acceptance is determined.

\_\_\_\_\_  
Vendor Signature (Required)

\_\_\_\_\_  
Date



## Boys & Girls Clubs of St. Lucie County Seafood Festival 2018

### Food Vendor Policies, Regulations and Event Terms and Conditions

Please read & sign the following pages and return this document along with your payment and application.

Applications received after February 9, 2018 will be subject to a price increase.

#### Vendor Signature: Required on last page.

- Submission of an application does not guarantee your acceptance.
- Electricity is limited to Novelty Food Booths and is available on first come first served basis.
- At this time, electricity is not provided to Food Trucks or Food Booths. Only quiet generators will be permitted.
- **Vendors must provide, no later than one week prior to the event, a Certificate of Liability Insurance with a minimum coverage of \$1,000,000 occurrence / \$2,000,000 aggregate with the following specifically named as Additional Insureds on said Certificate: Boys & Girls Clubs of St Lucie County, Inc., City of Port St. Lucie, Port St. Lucie Civic Center, and each of their respective officers, directors, agents and employees. Vendor must also provide a certificate of Workers' Compensation coverage (or valid exemption on file with the state of Florida) also naming the as Additional Insureds on said Certificate: Boys & Girls Clubs of St Lucie County, Inc., City of Port St. Lucie, Port St. Lucie Civic Center, and each of their respective officers, directors, agents and employees. Please provide proof of coverage of Products Completed Operations. Vendors with designated premises endorsements will not be accepted.**
- **In addition to the other insurance coverage required herein, food truck vendors shall also be required to provide evidence of commercial automobile liability coverage in a minimum of \$1,000,000.**
- **Failure to provide evidence of the required insurance coverages shall prevent a vendor from participating in the Festival and vendor shall forfeit any monies paid.**
- Food vendors may not sell hot dogs, hamburgers, beer, wine or liquor. **Bottled water and carbonated drinks are approved.**
- Each booth must have a 5-lb. fire extinguisher. Fire extinguisher should be an ABC type and have a current inspection tag. Your booth will be inspected by the St Lucie County Fire Marshal. A Type K fire extinguisher is required for vendors cooking with grease or deep fat fryers.
- All propane tanks and other cooking devices must be protected from tipping over and unintended contact to people or clothing. All cooking devices and hoses must meet current Health and Fire Safety Code. Vendors should use Health Department recommended hand washing facilities.
- Vendors are required to use carpet or canvas under all cooking/food service area, tarps are not recommended (become slippery).
- Safety concerns must be addressed at once and vendor may not be allowed to operate until the safety concerns are corrected.
- Grey water barrels will be available for disposing waste water. Locations for grey water barrels will be indicated to you upon arrival/check-in. No water is to be dumped on the ground. This includes ice melting and hand washing runoff.
- Food vendors are required to provide a \$100.00 "Clean-Site" blank money order upon arrival at check-in which will be refunded after event staff has confirmed they have sufficiently cleaned up their space. Please come back to Vendor Check-In after the close of the event to request your inspection and refund.

- Disposing of oil will be the vendor's responsibility. However, BGC Seafood Festival will have on-site barrels for your convenience. Any vendor found dumping inappropriate material on ground/pavers will be fined, forfeit their 'clean site' deposit and immediately removed from Festival. If oil is left behind, vendor will not receive 'clean site' deposit fee back.
- Prices must be posted and visible to public. Signs should be large enough to be seen from a distance and high enough to be seen over the people waiting in line. Event Staff will check booths after beginning of Festival and Vendor will not be allowed to operate without appropriate pricing sign.
- All food vendors are welcome to setup Friday, March 9, from 4:00 pm – 7:00 pm, or Saturday March 10, from 7:00 am – 9:30 am. NO EXCEPTIONS! Upon arrival, please check-in to Vendor Check-In. You will be given a map showing your final location and a vendor packet. Volunteers will be stationed to assist with proper location set-up. All food vendor vehicles must be parked by 10:00 am. Vehicles not off the streets by 10:00 am may be towed at the vendor's expense. NOTE: There is no overnight security, vendors are responsible for their own personal property.
- Vendors are encouraged to bring hand carts to transport additional product to their booth during setup.
- Vendors are not allowed to set anything up in front, behind, or beside the allocated space. Vendors cannot solicit sales outside their booth space.
- At no time will the vendor be allowed to impede the flow of traffic. Should your booth require additional space, a second booth can be purchased. Vendor must take into consideration the tongue length of their vehicle. Failure to not advise the Festival of the correct length of a canteen including tongue length may result in reassigning a vendor to an alternate location.
- The BGCofSLC Seafood Festival will notify the vendor of their tentative booth location via email at least one week prior to festival. The Seafood Festival reserves the right to reassign vendor spaces.
- Booths may not be moved without permission from the Festival Vendor Committee.
- Vendors are required to have their booths stay open the entire Festival hours (11 AM to 7 PM) on Saturday.
- All event vendors must be off premises from the event grounds no later than 9 PM following the close of the Seafood Festival.
- The Festival goes on rain, shine and wind. Be prepared for wind. You must bring adequate weights for your tent. No stakes can be driven into the pavement or ground. We suggest that you lower your tent in case of high wind.
- Vendors must bring their own tables, tents/tarps, chairs, electrical cords, and any other items needed including materials to protect your product from inclement weather. \*Unless otherwise specified.
- Vendors are responsible for collecting and reporting their own taxes.
- In the event of inclement weather, you will not be allowed to remove your booth until an official decision is made to close the Festival by the Executive Director and the Board of Directors' Chairperson. However, you may choose to leave your booth until that time.
- No pets, skateboards, bikes, or scooters are allowed within your booth area.

**REFUNDS:** Vendor acknowledges and agrees the BGCofSLC Seafood Festival shall not be obliged to issue refunds under any circumstances on vendor space rental. The BGCofSLC Seafood Festival is not liable or responsible for delays, cancellation, or postponements of the Festival or events within the Festival due to inclement weather, war, government action, strikes or other matters beyond its control. Vendors will not hold the Festival participants, directors, volunteers, employees, City of Port St. Lucie, or Festival sponsors responsible for claims, losses, fees, damages or expense. The Festival will not refund fees due to inclement weather, government action, strikes, terrorism acts, or other matters beyond its control.



## Boys & Girls Clubs of St. Lucie County Seafood Festival 2018

### Waiver, Release and Hold Harmless Agreement

Please read & sign and return this document along with your payment and application.

Applications received after February 9, 2018 will be subject to a price increase.

Vendor Name & Signature: Required on last page.

EVENT: Seafood Festival to benefit Boys & Girls Clubs of St Lucie County

DATE: Saturday, March 10, 2018

**RELEASE OF LIABILITY.** I, unconditionally waive, release, indemnify and forever discharge and hold harmless, Boys & Girls Clubs of St Lucie County, City of Port St. Lucie, Port St. Lucie Civic Center, the event named above, the city and or county the event is held in, all sponsoring organizations, and each of these entities' respective directors, officers, employees, agents and volunteers, successors and assigns, 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.

**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.

**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.

**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.

**DISPUTES.** Any dispute regarding this agreement, or my participation in this event, shall be heard in a court of competent jurisdiction in and for St. Lucie County, Florida, and I expressly consent to the jurisdiction of said courts. The prevailing party in any such dispute shall be entitled to attorney's fees and costs.

**Boys & Girls Clubs of St. Lucie County Seafood Festival 2018**

I have fully read and understand the contents of this agreement and I further acknowledge that I voluntarily execute the same without inducement or promise not contained herein.

**COMPLETE & RETURN TO:** Boys & Girls Clubs of St. Lucie County, 3104 Ave J, Ft Pierce FL 34947

\*\*\*\*\* There is a \$45.00 fee for returned checks. \*\*\*\*\*

\_\_\_\_\_  
Vendor Signature (Required)

\_\_\_\_\_  
Vendor Name – Please Print (Required)

\_\_\_\_\_  
BGCoFSLC Seafood Festival Representative

\_\_\_\_\_  
Date

---Office Use Only---

Date Received: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_  
Date \_\_\_\_\_ Payment Received: \_\_\_\_\_

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