

FOOD VENDOR CONCESSION APPLICATION / AGREEMENT

2022 Gasparilla Pirate Fest

Date: January 29, 2022 in Tampa, Florida

APPLICATION DUE DECEMBER 1st, 2021
(WITH APPLICATION FEE & SECURITY DEPOSIT)

EventFest, Inc. and the vendor listed below agree that subject to the terms and conditions of this Agreement, Vendor shall sell only the products specified and approved at the **2022 Gasparilla Pirate Fest** in Tampa, Florida on the following date: **Saturday, January 29, 2022**. This Agreement does not imply nor guarantee any exclusivity as to the selling of the products contracted under item (A) below:

VENDOR INFORMATION (PLEASE PRINT LEGIBLY)

Company Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ E-mail: _____

(A) DESCRIPTION OF PRODUCTS AND PRICING (use extra sheet if necessary)

Item(s):	Sale Price:
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Any changes in pricing or specifications of products to be sold (including additions or deletions to these agreed upon items) must be signed by **BOTH** parties and attached to this Agreement as an Addendum prior to them being sold. All prices include applicable state sales tax. Vendor agrees to submit a \$50.00 non-refundable Application Fee (PER LOCATION) and \$500.00 Security Deposit (PER LOCATION) with this application. Vendor agrees to remit to EventFest, Inc. on or before December 1st, 2021 a **Concessionaire's Fee of \$1,750.00 (One thousand seven hundred fifty dollars) PER LOCATION** against 30%* of sales (whichever is greater). **All insurance certificates indicating coverage as required per Item (5) of this contract shall be remitted at the time of application. All fees should be remitted via cashier's check or money order made payable to EventFest, Inc. and forwarded to:**

EventFest, Inc.
Attn.: Dillon Stefany
1200 W. Cass Street, Suite 110
Tampa, FL 33606

No other forms of payment will be accepted. All sums above the minimum Concessionaire's Fee* (i.e. Overage) due EventFest, Inc. must be remitted with your completed Vendor Settlement Sheet no later than **February 10, 2022** in the form of a cashier's check or money order. Please mail to the address above. At EventFest's sole discretion, failure to comply with **payment and reporting deadlines will result in loss of deposit(s) and up to a three-year ban from participation in EventFest events.**

CONTRACTED LOCATION(S) (For Office Use Only):

Location # 1: _____

Location # 2: _____

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Gasparilla Pirate Fest 1/29/2022 (Food Vendor)

Note: Location(s) cannot exceed 10' x 20'. Larger locations will require additional fees.

- 1.) EventFest, Inc. shall have the right to inventory all concession products supplied by vendor to assist in accurately determining the gross revenue earned by Vendor. Vendor must supply enough products to maximize revenues for the event.
- 2.) EventFest, Inc. reserves the right to conduct the random "spot audits" of Vendors inventory, cash receipts, and POS register readings.
- 3.) Vendor sales outlet (s) will be located only within spaces specifically determined by EventFest, Inc. management. Locations are subject to change, at any time, at the discretion of EventFest, Inc. the 2022 Gasparilla Pirate Fest, or Government authorities. Vendor shall not setup or park on City Right of Way unless the Right of Way has been closed by the City MOT (Maintenance of Traffic) for the event.
- 4.) EventFest, Inc. reserves the right to offer exclusive sponsorships to event, that may require products to be purchased from EventFest, Inc. (i.e. sausage, hot dogs, soda, water etc.). This sponsorship category exclusivity and purchase program is extremely important to the success of the event and must be honored by all vendors. Vendor agrees to participate in the mandatory vending purchase program and agrees to sell exclusively sponsor category products if so required by EventFest, Inc. Any exclusive sponsor product categories and/or mandatory vending purchase program restrictions will be communicated to all vendors on or before January 1st, 2022.
- 5.) Vendor is responsible for supplying its own personnel, tables, chairs, equipment, and signage. Vendor shall be responsible for the obtainment of all health permits and occupational licenses required. Vendor agrees to abide by all city, state and federal rules and regulations applicable to its activities at the 2022 Gasparilla Pirate Fest. **Vendor will supply its own fire extinguishers in accordance with city, state, and federal laws. If vendor does not comply and is shut down during the event, no refund will be issued.**
- 6.) Vendor, at its sole cost and expense, shall procure, maintain, and carry in force throughout the term of this Agreement the following levels of insurance coverage. This coverage needs to be with a carrier licensed in the State of Florida. Current certificates of insurance must be provided to EventFest, Inc. and maintained at all times during this Agreement.

Worker's Compensation: Vendor shall provide Worker's Compensation for all employees at the site location. The limits shall be statutory for all Workers' Compensation.

General Liability, Vehicle General Liability & Comprehensive Coverage, and Product Liability Insurance Coverage: Vendor shall provide coverage for all operations including, but not limited to, Contractual, and Products and Completed Operation. The limits shall not be less than \$1,000,000.00 (One million dollars)/claim and minimum of \$2,000,000.00 (Two million dollars) aggregate, Combined Single Limit (CSL) personal injury and/or property damage, or its equivalent.

Vendor shall, prior to the event indicated, provide EventFest, Inc. with a certificate of insurance indicating that the Vendor has vehicle general liability & comprehensive coverage, as well as product and general liability insurance covering any and all damages caused by Vendor or his employees, equipment, or products in an amount equal to \$1,000,000 per claim and minimum of \$2,000,000 aggregate. Vendor agrees to indemnify and hold harmless EventFest Inc., Ye Mystic Krewe of Gasparilla, City of Tampa, Seminole Hard Rock Hotel and Casino - Tampa and any "Presenting" event sponsors (maximum of two) from any and all loss or damage to Vendor, Vendor's employees, customers, or any other person(s) attributable to any act or omission of Vendor and list them as additional insureds.

(more)

APPLICATION DUE DECEMBER 1st, 2021
(WITH APPLICATION FEE & SECURITY DEPOSIT)

Gasparilla Pirate Fest 1/29/2022 (Food Vendor) (continued)

7.) This Agreement shall be void upon assignment or attempted assignment by Vendor. EventFest, Inc. reserves the right to terminate this Agreement for any of the following reasons: Vendor sells, or attempts to sell, any product, or service other than those specified above, or breaches any of the terms or conditions contained in said Agreement, or the rules and regulations of the event stated. In the event EventFest, Inc. terminates this Agreement, Vendor shall immediately cease any activities and remove all equipment, personnel, and other property and forfeit any fees paid to EventFest, Inc. hereunder.

8.) No vendor shall be permitted to sell or serve any styrofoam or glass products, snap n' pops, silly string, or spray urine. No alcohol is to be served in any manner, shape, or form at any time. Sponsor products must be sold exclusively, where applicable. No tent staking, no charcoal use, and no oil dumping. If a vendor uses oil, used oil must be removed and disposed of/recycled legally by vendor.

Date: _____

EventFest, Inc.: _____
Company Representative

Company Name: _____

Vendor Name: _____ Vendor Signature: _____

APPLICATION, INSURANCE & PAYMENTS DUE WITH APPLICATION*:

Application Fee: \$ _____ .00 (Note: \$50.00 per location)

Security Deposit: \$ _____ .00 (Note: \$500.00 per location)

TOTAL DUE WITH APPLICATION*: \$ _____ (*DUE ON OR BEFORE DECEMBER 1, 2021)

CONCESSIONAIRE'S FEE DUE:

CONCESSIONAIRE'S FEE**: \$ _____ (Note: \$1,750 per location)

(**DUE ON OR BEFORE DECEMBER 1, 2022)

NOTE: All fees are to be remitted via cashier's check or money order payable to EventFest, Inc. and mailed to:

EventFest, Inc.
Attn.: Dillon Stefany
1200 W. Cass Street, Suite 110
Tampa, FL 33606

No business checks or other forms of payment will be accepted.

Questions?

Call Dillon at (813) 251-4330 or e-mail us at Dillon@eventfest.com

APPLICATION DUE DECEMBER 1st, 2021
(WITH APPLICATION FEE & SECURITY DEPOSIT)

Gasparilla Pirate Fest 1/29/2022 (Food Vendor) (continued)

2022 GASPARILLA PIRATE FEST
SECURITY DEPOSIT AGREEMENT

As a participating vendor in the 2022 Gasparilla Pirate Fest, a refundable security deposit fee of \$500.00 (five hundred dollars) per location will be charged to each vendor. This security deposit is held to cover any incidental damages that may be caused by your operation at the stated event (i.e. grease spillage, sod damage, etc.) and to insure each vendor's compliance with EventFest's terms and conditions in this agreement.

Security Deposit is forfeited by any vendor violating the terms of our Agreement.

Note the following:

- No oil dumping.
- No tent staking
- No Subcontracting

FINAL SALES REPORT, DUE BY FEBRUARY 10, 2022
Sponsor products must be sold exclusively and purchased from EventFest Inc. (where applicable)

Additionally, please note the following PROHIBITED products:

- No Alcohol (only by charities)
- No Styrofoam products
- No glass bottles (City Ordinance)
- No silly string or similar
- No snap 'n' pops or similar
- No spray urine or similar

As a participating vendor at the 2022 Gasparilla Pirate Fest, I understand what is required of me to receive a refund of my security deposit.

Company Name: _____

Vendor Signature: _____

Date: _____

Total Security Deposit Paid: \$ _____

Note: Security Deposit \$500 per location