

## Monday September 2, 2024 - 9 AM - 2 PM

## **Vendor Application**

## **General Information**

**Booth size:**  $10 \times 10$ . If you need more space, you must purchase an extra booth. Vendors must provide their own tent, table and chairs. Food vendors – space size will vary but must be provided to Main Street at time of application.

**Inclement Weather Policy:** This is an outdoor event and will be held "rain or shine". It is the responsibility of the vendor to assume risk for setting up in inclement or potentially inclement weather. Please be sure to properly secure your tent with the appropriate weights and other safety measures.

**Set Up/Tear Down:** Vendors may pull into the park for set up and tear down. Vehicles must be out of the park by 8:00 AM. Park access areas are delineated. Vendors may not complete tear down of their booth until after the event is closed unless otherwise authorized by Main Street staff or volunteers. Doing so may forfeit participation in future Main Street events.

Vendor Parking: Designated vendor parking areas are provided. A parking permit will be provided by Main Street. Trailer parking is limited and by Main Street permission only. Vendors may not park on Park Street; all vendors must park in designated parking area(s) or side streets. If you park where designated as "no vendor parking" you will be towed at owner's expense.

**Electricity:** We do not provide electricity. Be prepared to supply your own, quiet generators are permitted.

**State/Local Laws & Taxes:** You are responsible for paying all appropriate sales tax with respect to the sale of goods and for procuring all permits and documentation that are required by local and state government to operate within the state of Florida.

Trash: It is the responsibility of the vendor to clean up your area during and after the event. A trash trailer is provided by Main Street. Vendors ARE REQUIRED to place their trash in sealed bags in the trash trailer, the public trash cans are not to be used for vendor purposes. NO chemicals or dumping of grease on the ground or trash trailer.

**Vendor Limits or Exclusions**: Vendors must list specific items to be sold at the event. Main Street reserves the right to limit products and food items. Main Street reserves the right to approve or deny any vendor application.

**Insurance**: Vendors are required to carry liability insurance in the amount of \$1M. Please provide proof of insurance. Additional Insureds: Okeechobee Main Street 111 NE 2<sup>nd</sup> St. Okeechobee, Fl. 34972, City of Okeechobee and R.E. Hamrick Testamentary Trust 55 SE 3<sup>rd</sup> Ave., Okeechobee, FL. 34974

**Grievances and Concerns:** The Main Street board typically meets the second Tuesday of each month. Vendors are welcome to attend these meetings if the Board of Directors is notified in writing and in advance of 7 days. The first agenda item will be Vendor Concerns. All grievances should be in writing and include a clear and specific description of the problem.

## **DEADLINES/NOTIFICATION DATES**

Application and Vendor Fee Deadline: August 28, 2024

Vendor Packet by Email: August 30, 2024
Vendor Business Name:
Business Address:
Contact Person/Email/Phone:
License plate number: Vehicle Make and Model
Fees:  A Merchandise Vendor - \$100.00 + 7% Sales Tax  B Art & Craft Vendor - \$100.00 + 7% Sales Tax  C Food Vendor - \$150.00  D Non-Profit Vendor - \$50.00 (501 (c) 3 required)  E Not For Profit Vendor - \$50.00 + 7% Sales Tax  F Professional Office/Business Information Vendor \$100.00 + 7% Sales Tax  G Political Candidate \$100.00 + 7% Sales Tax  Paid fees reserve your space. Same space requests are on a first come basis. Please ensure we have a valid email. Event fees are non-refundable within 24 hours of the event. If a refund is requested ther will be a cancellation fee of 10% of the event fee and less taxes.
Type of booth:  A Tent

Please email, mail, or drop off your form to Okeechobee Main Street 111 NE 2<sup>nd</sup> St. Okeechobee, Fl. 34972, <u>info@okeechobeemainstreet.org</u>. Full payment must be received to reserve your space. Checks are accepted, please make out to Okeechobee Main Street or OKMS. You may apply and pay online at <u>www.okeechobeemainstreet.org</u>. If you have any questions, please call 863-357-6246.

**VENDOR HOLD HARMLESS & INSURANCE AGREEMENT:** VENDOR agrees to obtain at Vendor's sole cost and expense a Commercial General Liability insurance policy with coverage to protect against any and all bodily injury or property damage as a consequence of the installation and/or operation of the equipment, sale of merchandise, services, and/or food provided by Vendor and/or employees, contractors and agents with respect to the activities of Vendor on the premises or any Festival Venue of Okeechobee Main Street, Inc., City of Okeechobee and the R.E. Hamrick Testamentary Trust. This coverage will provide at least a \$1,000,000 General Aggregate limit and \$1,000,000. Vendor acknowledges that neither Okeechobee Main Street, Inc., City of Okeechobee nor R.E Hamrick Testamentary Trust maintain insurance covering exhibitor's property and that it is the sole responsibility of VENDOR to obtain business interruption and property insurance insuring any losses of VENDOR. VENDOR agrees to indemnify and hold Okeechobee Main Street, Inc. and all partners harmless from and against any and all claims, actions, damages, liability and expense, including but not limited to reasonable attorney's fees, in connection with loss of life, personal injury, bodily injury, and/or damage to property arising from or out of any occurrence in, upon or at Labor Day Festival, or any part thereof, or occasioned wholly or in part by any act or omission of said Vendor named above, its agents, contractors, employees, servants, customers, invitees, Vendor or otherwise arising from the agreement that the Vendor has with Okeechobee Main Street, Inc. Okeechobee Main Street, Inc. shall not be liable for any damage to property of Vendor or of others associated with the Vendor, nor for the loss of or damage to any property of Vendor or of others by theft or otherwise. Okeechobee Main Street, Inc., City of Okeechobee, or R.E. Hamrick Testamentary Trust shall not be liable for any such damage caused by any other Vendor or persons in the Premises or the building of which the Vendor is located. VENDOR shall waive all claims against, shall release, and shall not hold Okeechobee Main Street, Inc., City of Okeechobee and R.E. Hamrick Testamentary Trust responsible for any loss or damage to Vendor's property, fixtures, or merchandise belonging to Vendor agents, servants, contractors, employees, licensees, invitees or customers caused by burglary, theft, robbery, vandalism, forced entry, riot or other such acts.

Name (Printed):	
Signature of Applicant:	Date:
Company Name:	

Please fill out, sign, scan and return this application to: <a href="mailto:info@okeechobeemainstreet.org">info@okeechobeemainstreet.org</a>.