



Vendor Application

Friday March 3rd to Sunday March 5th, 2023

This document can be filled out and saved using Adobe Acrobat Reader DC then it can be printed or emailed

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|---------------|--|----------|--|------|--|
| Vendor Name: | | | | | |
| Address: | | | | | |
| City: | | State: | | Zip: | |
| Phone: | | Website: | | | |
| Contact Name: | | Email: | | | |

Food Tent Vendor (incl. food, beverages, candy, etc.)

Food Truck

Merchandise/Services Vendor

Number of 10' x 10' Tents Needed: _____ Electricity Required? Yes No Water Required? Yes No

Number of Tent Sides Needed: _____ \$20.00 per side Festival Provided Tent Vendor Provided Tent

Merchandise/Services Vendors:

Please indicate the type of Merchandise/Services to be exhibited and/or sold at the Event:

Food Vendors:

Please attach a menu, including prices, of all food/beverages/candy to be sold at the Event.

Indicate the type of Food Preparation that will be done at the Event:

Signs, Banners, Feather Flags:

Please attach photos of the proposed signage to be displayed at the Event.

Advertising:

Please place a banner onto the fence at the Midnight Sun Festival 2023

Large Banner (4' x 6') Full Color Quantity: _____ \$200.00

Medium Banner (4' x 4') Full Color Quantity: _____ \$150.00

Small Banner (2' x 4') Full Color Quantity: _____ \$100.00

(You will be able to keep your banner(s) after the event)

I hereby agree to the attached Vendor Terms & Conditions.

Vendor's Signature

Printed Name

Date

Vendor Terms & Conditions

NOMENCLATURE

Midnight Sun Festival, hereinafter "Event"; Midnight Sun Festival, Inc., hereinafter "Organizer"; Organizer's Officers and Volunteers, hereinafter "Management"; Vendor's Company, Officers and Personnel, hereinafter "Vendor"; Vendor Terms & Conditions, hereinafter "Event Rules".

EVENT LOCATION

Bryant Park, Lake Worth, Florida.

EVENT HOURS

Fri, Mar. 3, 2023: 5:00 pm – 10:00 pm
Sat, Mar. 4, 2023: 12:00 pm – 10:00 pm
Sun, Mar. 5, 2023: 10:00 am – 5:00 pm

VENDOR FEES

Merchandise/Services Vendors - \$200.00
Food/Beverages/Candy Vendors - \$350.00

This fee includes rent of one 10'x10' tent, one 8' table and 2 chairs. All Vendor supplied tents must be approved by Management in writing. Vendor agrees to accept all risks associated with inclement weather conditions. There will be no refunds, even if Vendor shows up late or cancels.

VENDOR APPLICATION

Mail your completed application to:

Midnight Sun Festival, Inc.
P.O. Box 907
Lake Worth, FL 33460

Once your application is approved and the check has cleared, you will be notified that your tent is reserved. Management reserves the right to determine Vendor acceptance. Application/check deadline – Jan. 31, 2023.

VENDOR TENTS

Unless otherwise agreed in writing, Vendor is required to use the 10'x10' tent provided. Vendor must make all arrangements necessary for the sale of its products, including cash box, change, and decorations. Vendor must provide its own lighting, extension cords, water hoses, etc. Vendor is required to keep its space clean and neat, with trash removed periodically.

SIGNS

Signs, banners and feather flags may not protrude more than 2' outside of the 10'x10' tent footprint area. Signs must be professional. No hand-written signs, please. No vendor provided signs or banners may be placed onto the fence surrounding the Event. The Organizer is selling advertising space on the fence. See the rates provided on the vendor form.

VENDOR SET-UP

Set-up will be 9:00 am – 3:00 pm on Friday, Mar. 3, 2023. Vendors must check-in with Management to be assigned a tent. Vendors arriving late (after 2:00 pm) will not be permitted to set up. Tents must be ready for the City of Lake Worth inspection at 3:30 pm.

VENDOR BREAK-DOWN

Break-down will be on Sunday, Mar. 5, 2023, 5:00 – 10:00 pm. Early break-down is not permitted. All property must be removed by 10:00 pm. Vendor agrees to leave the space in the same condition as prior to the Event.

VEHICLES

No vehicles may be parked in Bryant Park during Event Hours unless approved in writing by Management. Vendor must request permission from Management to bring in a vehicle during Event Hours.

PERSONNEL

Vendor always agrees to have personnel manning its tent during Event Hours. If required by state or local laws, vendor's personnel shall be licensed. Vendor's conduct must be polite, abiding by the Event Rules. There is no smoking inside tents or within close proximity. Vendor agrees to refrain from alcohol consumption during Event Hours and the prior 8-hour period.

PRODUCTS/ RESTRICTIONS

Only products and services listed on Vendor's application may be sold or displayed at the Event. Vendor must limit the electrical equipment used to 20 amps at any given time. Vendor is not permitted to bring generators due to noise restrictions. Vendor is not permitted to sell Coca-Cola products or

any other brand of soft drinks, bottled water, or alcoholic beverages. Management reserves the right to determine what products are inappropriate. Vendor agrees to discontinue selling or displaying unapproved or inappropriate items. Vendor may not sublet or assign its tent space without written Management approval.

COMPLIANCE WITH LAWS

Vendor agrees it is an independent contractor. Vendor shall comply with all applicable laws, health regulations, and Palm Beach County and City of Lake Worth codes, ordinances, and regulations.

HEALTH AND SAFETY

Vendor shall take proper safety and health precautions. Food Vendors must always have proper fire extinguishing equipment available with current certification tags attached. If an oil fryer is used, Vendor must have a Class 'K' Fire Extinguisher. Vendor shall be responsible for any damage to persons and/or property that may occur.

SALES TAX

Vendor shall accept full responsibility for collecting, reporting, and paying sales taxes.

INSURANCE/ LIABILITY

The Organizer is not responsible for any property damage, accident, lost or stolen merchandise that may occur at Vendor's tent or at the Event. Vendor assumes all liability for any loss that Vendor may incur. Insurance coverage for the Vendor is not provided by the Organizer.

PROMOTIONAL MATERIALS

Vendor agrees that information about Vendor and its products/services may be advertised prior to or after the Event. Vendor agrees that Organizer may photograph and record audio/video of Vendor/Vendor's products and services. Vendor consents to the use of such photographs and recordings for promotion of the Event or future Events.

Vendor Terms, Conditions & Event Rules

WAIVER, RELEASE & INDEMNIFICATION

The Organizer and Management shall not be responsible for any property damages or personal injury from any cause related to the Event. Vendor forever releases, waives, and holds harmless the Organizer and Management from any liability for any damage to person or property sustained by Vendor arising out of Vendor's participation at the Event. Vendor shall indemnify and hold harmless the Organizer and Management from any liability, claim or suit, which occurs because of Vendor's equipment or the negligent or wrongful conduct of Vendor. Such indemnification shall include costs and reasonable attorney's fees.

GOVERNING LAW

Any dispute shall be governed by the laws of the State of Florida. Venue shall be Palm Beach County, Florida.