

# CELEBRATE BEER - RETAIL VENDOR APPLICATION

Oct 16<sup>th</sup> & 17<sup>th</sup>, 2015

Osceola Heritage Park, Kissimmee FL



## GENERAL TERMS OF RETAIL VENDOR PARTICIPATION AGREEMENT

### VENDING UNITS

Vendor should have adequate protection for inclement weather; sun, heat, cold, rain or wind. Florida in October is beautiful, but be prepared.

### USE OF ALLOCATED SPACE(S)

1. Celebrate Beer (CB) reserves the right of approval for the vending unit; a self-contained unit may need to meet certain size restrictions. All items **MUST** fit within your designated area. This includes rear storage area and parking allocation.
2. CB reserves the right of approval for items to be sold and the specific price to be charged for each item in order to ensure value and consistency.
3. VENDOR BADGES allocated per the following; 2/10' or 20' exhibit frontage, 4/30' or 40', 6/50-70', 8/80'. A maximum of 2 additional Vendor badges are available for purchase @ \$50 ea. One free parking pass is provided for designated Vendor/Staff Parking area. Additional parking passes are available for purchase at [celebratethebeer.com](http://celebratethebeer.com) or at the Parking gate.
4. Retail Vendor may not cook, grill, BBQ, microwave or prepare meals at booth or anywhere inside the venue or parking areas.
5. Per insurance regulations, private golf carts are prohibited on the park grounds during festival hours. This includes campgrounds, parking lots, and vendor area. **Please do not use a golf cart during festival hours.** It will be towed and impounded.
6. Vendor shall comply with all laws, ordinances, rules and regulations of any lawful authority, agency or government entity which apply to the use of its vending unit requirements, including without limitation, any applicable fire and building codes and health regulations of Osceola County.
7. Vendor agrees to indemnify and hold harmless CB, venue owner, Osceola County and City of Kissimmee, its officers, directors, representatives, employees and agents for all penalties, fines, costs, expenses, damages, from the participating Vendor's failure to comply with such laws.
8. Vendor accepts decision of CB in disputes between Vendor and any other Festival participant or on any matter covered or not covered by this agreement.
9. CB does not guarantee sales or make representation as to sales volume.

### CARE OF ALLOCATED SPACE AND VENDING UNITS

1. Vendor shall maintain allocated space and vending unit in a neat, safe, extra clean and orderly condition during the festival.
2. Vendor property in the back of the booth must be stacked/stored to maintain an appropriate appearance.
3. Vendor shall be responsible for set-up and removal of their own equipment, fixtures and inventory.
4. Set-up begins Thursday at 9:00am and **must be completed by 10:00am on Friday** for inspection. Removal can begin at 12 midnight on Sunday. Vendors located in the exhibit Hall (see map) have the option of taking down and removal on Sunday morning to be completed by 12:00pm
5. Vendor shall furnish trash containers and bags, and bag all garbage and dispose of trash in outside dumpsters on a regular basis during the Festival. **Vendors shall NOT dispose of trash in Festival area trashcans. These are for attendees only.** At the conclusion, Vendor must remove garbage, and equipment from the allocated vending space. Vendor agrees to leave the space at the end of the Festival in the same condition as when Vendor assumed occupancy and shall pay to CB such amounts as shall be sufficient to restore such space to the same condition as when Vendor arrived. Absolutely NO DUMPING of any material in park. Please think green.

### SECURITY

Vendor agrees CB and the venue owners, its officers, directors, representatives, employees and agents shall have no responsibility whatsoever for any loss or damage to Vendor's equipment, supplies, goods or other property. Vendor acknowledges awareness that some vending space is located on grass or natural surface, some in a tree-lined area, on concrete, tile or carpet and as such will make appropriate arrangements to adequately secure and protect inventory, equipment and fixtures.

### LIABILITY

Neither CB, World Beer Fest LLC nor Osceola County nor venue owner nor City of Kissimmee shall be liable for any loss or damage to the property of Vendor or any of its representatives, employees, agents, patrons and guests, because of fire, robbery, accidents, or any other cause whatsoever that may arise from Vendor's use, occupancy of its allocated space during the Festival or that of substitute space that could be required in the sole decision of CB. Vendor agrees to indemnify and hold harmless representatives, employees, and agents of CB, World Beer Fest LLC, the venue owner, Osceola County and the City of Kissimmee against any and all claims of any person whomsoever, from acts or omissions of CB Vendors, its representatives, employees, agents, patrons, or guests.

Vendor shall be prepared to continue vending from the allocated space in the event of rain. Bring appropriate coverage. If weather becomes too inclement to operate vending booths, CB will be responsible for making final determination of outdoor operations.

### SUBLETTING, ASSIGNMENT, LICENSING

Vendor shall not sublet, share, assign or donate allotted space, in whole or in part. Vendor shall occupy only the assigned space. VENDOR SHALL NOT SELL, DISPLAY OR DISTRIBUTE any material or goods with CB logos or trademarks without express written consent and valid license or authority agreement from CB.

### TERMINATION

CB may, at its election, terminate the Participating Agreement between CB and Vendor any time upon a breach. Upon termination, Vendor shall have no rights and CB shall have no obligations under the said Participating Agreement.

**I have read the General Terms of Vendor Participation agreement and agree to abide by its rules and all terms and conditions set forth therein.**

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

**Please keep one copy of this agreement for your records**

Celebrate Beer 2400 Dairy Rd. W. Melbourne FL 32904 Ph. 321-821-4874  
info@celebratethebeer.com www.celebrateTHEbeer.com

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## Celebrate Beer

**Oct 16<sup>th</sup> & 17<sup>th</sup>, 2015**

Osceola Heritage Park, Kissimmee FL

Vendors are urged to mail or courier their application as soon as possible.

**PLEASE NOTE; emailed applications will not be accepted.**

Upon Acceptance you will need to provide:

- Certificate of Insurance; min \$1,000,000.00 naming Celebrate Beer and Osceola Heritage Center as additional insured.
- Mobile Vendor License and Florida Sales Tax Certificate.



**INFO LINE:  
321-821-4874**

Vendor/Business Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

List your appliances needing electricity. Include individual amps required:

1. \_\_\_\_\_

2. \_\_\_\_\_

### Your Booth Includes One – 110 20amp power outlet

You must provide a minimum 100ft. commercial extension cord and power strip

**POWER INCLUDED**

What is the depth of your booth?  
\_\_\_\_\_ Ft.  
  
You are not charged for depth. This is for planning purposes.

**Circle Your Booth Size**

- Your display MUST fit within your selected frontage
- 10 ft. increments.
- (IE a 15 ft. display requires a 20 ft. booth)

**Frontage**

- 10 ft.
- 20 ft.
- 30 ft.
- 40 ft.
- 50 ft.
- 60 ft.

**Booth Fee**

- \$ 495.
- \$ 795.
- \$1195.
- \$1595.
- \$1995.
- \$2395.

Enter Amount Here

→ \$ \_\_\_\_\_

**Do you need additional outlets or more power?**

110 outlet; # of outlets \_\_\_\_\_ x \$110.00 ea      \$ \_\_\_\_\_

220 outlet; # of outlets \_\_\_\_\_ x \$225.00 ea      \$ \_\_\_\_\_

You will receive one free parking pass for the Vendor/Staff Parking lot. Additional Parking passes can be purchased online at [www.celebratethebeer.com](http://www.celebratethebeer.com) or at the gate.

- Do you need a campsite? Note: Camping is not permitted in the Vendor area.

**Vendor Camping** is located near the Festival Grounds. **OPEN Thursday.** No hook-ups.      \$195.      \$ \_\_\_\_\_

- Additional Vendor Badges; \$50.00 each. MAXIMUM of 2      # \_\_\_\_\_ x \$50.      \$ \_\_\_\_\_

Sub Total      \$ \_\_\_\_\_

Add 7% Sales Tax      \$ \_\_\_\_\_

**TOTAL** (50% due with Application, balance due Sept 15, 2105)      \$ \_\_\_\_\_

Refundable Clean-Up Deposit - \$100.00 (**Separate Check**) Returned within 2 weeks if site is cleaned properly.      \$ 100.00

Please make checks payable to: Celebrate Beer – 2400 Dairy Rd., W. Melbourne FL 32904

Vendors has read and agrees to: comply with rules and regulations set forth by Celebrate Beer and to contact Florida Dept. of Rev for sales tax, regulatory information and necessary permits – to indemnify and hold harmless representatives, employees and agents of Celebrate Beer LLC, venue owners, Osceola County or City of Kissimmee against any and all claims of any person whomsoever or for the acts or omissions of the vendors, its representatives, employees, agents, patrons or guests.

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

Signature: \_\_\_\_\_

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### Description of Item(s) For Sale

List & describe ALL items you plan on selling.

Describe in Detail	Price
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	

<b>Questions/Info:</b>	e: info@celebratethebeer.com Ph: 321-821-4874
<b>Festival Location:</b>	Osceola Heritage Park 1875 Silver Spur Lane Kissimmee, FL 34744

- Include at least photo of your booth and items and or any other photos to enhance your application.
- You will be notified within 3 weeks after CB receives your application.
- Your check will not be deposited until acceptance. Upon acceptance, Exhibit/Booth Fees are non-refundable.
- Upon approval, Vendor must contact appropriate authority – if applicable - to obtain tax receipt, and business license.

Florida Dept of Revenue  
Sales Tax Dept.  
800-352-3671

<http://dor.myflorida.com/dor/taxes/registration.html>

**THANK YOU FROM EVERYONE AT CELEBRATE BEER**