



Vendor Application

- Food Tent Vendor (incl. food, beverages, candy)
 Food Truck
 Merchandise/ Services Vendor
 Number of 10' x 10' Tents Needed: _____
 Electricity Required? Yes No

Vendor Name:					
Address:					
City:		State:		Zip:	
Tel:		Website:			
Contact Name:		Title:			
Cell Phone:		Email:			

Merchandise/ Services Vendors:

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

Food Vendors:

Please itemize the type of food/ beverages/ candy, etc. to be sold at the Event:

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

I hereby agree to the attached Vendor Terms, Conditions & Event Rules of Midnight Sun Festival, Inc.

Vendor's Signature

Printed Name

Date

Vendor Terms, Conditions & Event Rules

NOMENCLATURE

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

EVENT LOCATION

Bryant Park, Lake Worth, Florida.

EVENT HOURS

Fri, March 3, 2017: 3:00 pm – 9:00 pm
- Vendor access 9:00 am – 9:30 pm
Sat, March 4, 2017: 10:00 am – 6:00 pm
- Vendor access 9:00 am – 6:30 pm
Sun, March 5, 2017: 10:00 am – 5:00 pm
- Vendor access 9:00 am – 10:00 pm

VENDOR FEES

Merchandise/Services Vendors - \$200.00
Food/Beverages/Candy Vendors - \$300.00
Food Trucks - \$300.00

Vendors in tents - this fee includes rent of one 10'x10' tent, one 8' table, 2 chairs, electricity and 25 free admission vouchers to give to your guests. Water is not provided. Vendor agrees to accept all risks associated with inclement weather conditions. There will be no refunds even if Vendor cancels.

VENDOR APPLICATION

Mail your completed application with a check for the full amount (\$200 or \$300) to:

Midnight Sun Festival, Inc.,
3918 Carolina Drive,
Lake Worth, FL 33461

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. Vendor fees must be paid by Feb. 10, 2017.

VENDOR TENTS

Vendor is required to use the 10'x10' tent provided. Vendor may not sublet or assign its tent space without written Management approval. Vendor must make all arrangements necessary for the sale of its products, provide its own lighting, extension cords, cash box, and decorations. Vendor is required to keep its space clean and neat, with products appropriately displayed and trash removed periodically.

VENDOR SET-UP

Set-up will be 9:00 am – 2:00 pm on Friday, March 3, 2017. Vendor must check-in with Management prior to set-up, to be assigned a tent. All tents must be set-up and ready for inspection by Management at 2:00 pm on Friday, March 3, 2017.

VENDOR BREAK-DOWN

Break-down will be on Sunday, Mar. 5, 2017, 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. If Vendor needs to replenish inventory during Event Hours, Vendor shall request permission from Management.

PERSONNEL

Vendor agrees to have personnel manning its tent at all times during Event Hours. If required by applicable state and local laws, vendor's personnel shall be licensed. Vendor's conduct must be polite, abiding by the Event Rules, refraining from smoking in the tent, and no alcohol consumption during Event Hours.

PRODUCTS/ RESTRICTIONS

Only products and services listed on Vendor's application may be sold or displayed at the Event. Vendors are 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.

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.

HEALTH AND SAFETY

Vendor shall take proper safety and health precautions. Food Vendors must have at all times 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.

PROMOTIONAL MATERIALS

Vendor agrees that information about Vendor and its products/services may be advertised prior to or subsequent to 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.

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.

WAIVER, RELEASE & INDEMNIFICATION

The Organizer and Management shall not be responsible for any property damages or personal injury sustained by 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 may be asserted by reason of any property damages or personal injury, which occurs as a result 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.