

Food Vendor Agreement/Contract for the Florida Renaissance Festival, LLC

This Food Vendor Agreement (Hereinafter referred to as the “Agreement”) is by and between **The Florida Renaissance Festival, LLC**, a Limited Liability Company (Hereinafter referred to as the “Company”) and **Applicant**, (Hereinafter referred to as the “Vendor”) in consideration of the services and opportunities provided by Company to Vendor, the mutual covenants contained herein, and for good and valuable consideration, the parties hereto agree as follows:

1. **The Festival:** The Company will organize and conduct The Florida Renaissance Festival, LLC. (Hereinafter referred to as the “Festival”).
2. **Dates and Times:** The Company agrees to rent a space as designated above to be used for selling the Vendor’s food menu item(s) (Hereinafter referred to as the “Vendor Space”) during a 7-weekend period mentioned on the Food Vendor Application. Each weekend includes Saturdays, Sundays and possibly 1 (One) School Day (TBD) from 9:30 a.m. to 2:30 p.m. The Vendor must be open and ready for business during all 15 show days from open to close.
3. **Recordings and Photos:** The Vendor hereby waives all rights to photographs, audio and video recordings, and illustrations made in conjunction with The Festival and used for any purpose to include educational and promotional purposes, presently or in the future.
4. **Compensation:** The Vendor hereby agrees to pay the Company the below fees for participation in The Festival. Full-Priced Food Booth Fee, up to 12’ x 12’ space with a 12-foot frontage maximum, is \$2,500.00 (Includes State Tax) plus \$100 Refundable Clean-Up Deposit; Vendor will be charged \$135.00 (Includes State Tax) per frontage foot over 12 feet in frontage. For Food Booths, a \$1,500 Non-Refundable Deposit is due upon the signing of this Agreement, and the remaining balance is to be paid in full by December 23rd of the current year. Full-Priced Food Cart Fee, up to 4’ x 8’ space, is \$1,100.00 (Includes State Tax) plus \$100 Refundable Clean-Up Deposit. For Food Carts, a \$500 Non-Refundable Deposit is due upon the signing of this Agreement, and the remaining balance is to be paid in full by December 23rd, of the current year. We accept major credit cards, or you can mail before deadline a Check or Money Order. Please note that after said date, only cash or credit card payments will be accepted.

a. The Vendor agrees to also pay the Company twenty (20%) of the gross revenues from the sale of all products during The Festival. Vendor percentage form AND payment is to be submitted to the festival office within 20 hours of the close of each weekend, submitted directly to Linda Rodriguez, Jackie Rodriguez or Bobby Rodriguez (ONLY).

5. **All Weekends:** All participants, vendors, and workers will be required to participate in all 7-weekends.

6. **Menu Items:** The Vendor shall serve and sell only the food menu items pre-approved by the Company as listed in this Agreement. The Vendor agrees not to sell, attempt to sell or distribute any item that has not been previously approved by the Company. The Vendor agrees to only conduct sales from the frontage of the Food Booth; Sales or services from the rear or sides of the Food Booths are strictly prohibited. The Vendor agrees not to sell any beverages or liquids of any kind without the written consent of the Company.

a. **Pre-approved food menu items:**

b. The Vendor shall provide and maintain all necessary food service and equipment, a sufficient staff and a sufficient quantity of the above-referenced food items to serve and sell continuously through the time the event is in operation.

c. The Vendor shall provide the utensils necessary for the safe, sanitary and efficient consumption of its item(s) by customers.

d. The Company reserves the right to approve or reject any food items or snack items that Vendor may request to substitute for items listed in addendum.

7. **Health Inspections:** The Vendor agrees to be fully set up and prepared for health inspections by no later than Friday before opening day. The Vendor must have the Food Booth or Food Cart fully set up, including but not limited to all necessary equipment, and have a Money Order for \$105.00 (One Hundred Five Dollars) payable to the Department of Business and Professional Regulations (Hereinafter "D.B.P.R.") in advance of the State Health Inspection. If the Vendor is not fully set up by the aforementioned date and time, the Vendor agrees that it will not be permitted to set up or participate in The Festival thereafter and will forfeit all monies paid hereunder. The D.B.P.R. inspection fee of \$105.00, is payable by the Vendor directly to the inspector at the time of inspections. **NO CASH WILL BE ACCEPTED BY THE D.B.P.R.; ONLY MONEY ORDERS OR CERTIFIED CHECKS WILL BE ACCEPTED.**

8. **Rules and Regulations:** The Vendor and each individual member or employee thereof, agrees to abide by the Rules and Regulations including but not limited to, parking, pets, ID passes, etc. as published and stated by the Company, and acknowledges that a violation thereof may void this contract and may result in a forfeiture of any and all fees paid. The Vendor acknowledges that all booths must have Medieval/Renaissance style décor and signage to be approved at the Company's discretion. There can be nothing modern visible to the patrons during The Festival. All modern features must be masked and hidden. The Vendor also agrees that a Booth Manager shall be designated as the person in charge of the Booth or Cart and said Manager shall be present on the premises and exercising supervision of the operation at all times in which the premises are open to the general public. There will be no generators, trailers, vans, or other such mechanical devices allowed unless approved by the Company in writing as part of this Agreement.

a. **Tenting:** All booth tents must be flame-proof, whether cooking is to be undertaken or not, and evidence thereof must be available at all times. Copy of flame-proof or flame-retardant certificate must be submitted with this Agreement and/or produced upon request of the Company.

b. **Fire Extinguishers:** The Vendor shall have and maintain in the booth at all times a fire extinguisher in good working order and in a size that is satisfactory to the applicable governmental agencies. A "K" fire extinguisher is required for food booths that conduct frying on the premises. Fire extinguishers must have a current State of Florida inspection tag displayed evidencing inspection and maintenance of the fire extinguisher. The Company contracts a fire inspection company which will be on site during registration week to inspect fire extinguishers and provide current inspection tags. It is the Vendor's responsibility to coordinate to have its fire extinguishers inspected and tagged prior to the opening day of The Festival.

c. **Tear Down:** The Vendor shall ensure that the food booth or cart is dismantled and clear of all food service equipment, inventory, and all trash by 11:00 a.m. on Monday following closing on 7th weekend of The Festival, subject only to such delays as are caused by acts of God, strikes, fire or other causes beyond the Vendors reasonable control, excluding intemperate weather. Equipment or other property not removed by the aforementioned deadline shall be deemed to be abandoned and may at the Company's option, become the property of the Company. The Vendor shall otherwise reimburse the Company for any and all costs and fees incurred in removing and/or storing any equipment or property, including a reasonable charge for overhead. Each Vendor booth or cart site will be inspected on Monday following close of The Festival, and if it is determined that the site was not left in acceptable condition or items were erroneously left behind, the Vendor will forfeit its Refundable Clean-up Deposit without any further

notice of the Company, and may be prohibited from participation in the Festival in the future.

d. **Trash Receptacles:** The Vendor shall not use the trash containers made available for customers' use. The Vendor shall keep and maintain the premises and the attached or immediately adjacent grounds areas in a neat, clean and sanitary condition on a continuous basis during the entire duration of The Festival. The Vendor shall also furnish sufficient numbers of trash receptacles to service its own facilities, said receptacles to be maintained by the Vendor. The Vendor shall ensure that full trash bags are tied and placed behind the Vendor booth and out of sight of the general public at all times; untied and loose trash will not be picked up.

e. **Applicable Law and Licensing:** The Vendor shall be solely financially responsible for any and all violations of disposal procedures established by local laws, Broward County and the State of Florida or any other governmental body having jurisdiction over the premises. The Vendor shall comply with all applicable Federal, State, and local laws and health ordinances. The Vendor shall obtain, at the Vendor's own cost and expense, and submit evidence thereof to the Company, all necessary permits, licenses, authorizations, and assurances necessary in order to prepare, serve, and sell food items for public consumption not less than one week prior to setting up on the Premises. It is the Vendor's responsibility to research all necessary permits.

9. In consideration of services provided by the Company, the Vendor hereby agrees, to the fullest extent permitted by law, as follows:

a) **TO WAIVE ALL CLAIMS** that it has or may have against the Company and/or the Company's owners, directors, affiliates, operators, employees, agents and/or officers arising out of, and/or relating to, The Festival and/or use of the Vendor Space;

b) **TO ASSUME ALL RISKS** related to the use of the Vendor Space, and/or the Company's operation of the Festival, even those caused by the negligent acts or conduct of the Company, and/or its owners, directors, affiliates, operators, employees, agents, and/or officers;

c) **TO RELEASE** the Company and its owners, directors, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, or expense that the Vendor and/or its employees and/or agents may suffer to their person or property,

arising out of, or related to, the Festival and/or use of the Vendor Space and to RELEASE Company and its owners, directors, affiliates, operators, employees, agents, and/or officers from all liability for any loss, damage, injury, or expense that any third party may suffer as a result of any incident which occurs within or proximate to the Vendor Space. The Vendor specifically understands that it is releasing any and all claims that arise or may arise from any negligent acts or conduct of the Company, its owners, directors, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and

d) **TO INDEMNIFY** the Company, its owners, directors, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury or expense that the Vendor and/or any third party may suffer to his/her person or property, arising out of The Festival, and/or within, or proximate to, the Vendor Space.

10. **Insurance:** The Vendor shall furnish Company proof, by means of a Certificate of Insurance, of \$1,000,000.00 comprehensive general liability insurance naming Florida Renaissance Festival, LLC, at 800 N.W. 57th Place, Fort Lauderdale, Florida 33309, AND Broward County, at 950 N.W. 38th Street, Oakland Park, FL 33309, as additional insureds. Both (2) entities MUST be listed as Certificate Holders and Additional Insureds, with their corresponding addresses. A Sample Certificate of Insurance is available with documents in the application for your reference. Please make sure your Certificate follows this format!

a) The Vendor shall obtain all insurance policies from companies that are licensed by and authorized to do business in the State of Florida;

b) The insurance policies shall contain a thirty (30) day cancellation clause requiring written notice of changes or cancellations of the policy thereof to the Company; The Vendor shall present a hard certified copy of all such insurance policies to the Company, no later than the last Friday of December before Festival date. The Vendor understands that he/she will not be allowed on-site or to set up without proper proof of insurance on file with the office. (Please see insurance regulations)

c) The Vendor must also be registered with Broward County to vend at The Festival. This is an annual registration and Application must be submitted electronically to the following Broward County URL:

<https://webapps6.broward.org/ParksVendorRequests>

11. **Independent Contractor Status:** The Vendor, as an independent contractor, agrees to make all reports and returns for and to pay and arrange for payment of all Social Security and withholding obligations by and for the act and members thereof, due to the United States Federal Government and any State or Municipal Government.

12. **Personnel:** The Vendor understands that in order for anyone to be issued a Festival I.D. and/or Parking Pass, their name and date of birth must be listed on the eventeny.com application. No Festival ID or Parking Pass will be issued to anyone not listed on the application; it is the Vendor's responsibility to submit the information of all booth employees. Any participant seeking to obtain a Festival ID must bring a valid State-Issued Driver's License or State-Issued I.D. to Admin Office.

13. The Vendor hereby acknowledges that it has read and fully understands this Agreement to be binding upon it. Vendor understands that no oral agreements or other representations shall be binding on the Company absent written agreement. Vendor understands that it may not assign any rights or obligations under this Agreement without the prior written consent of the Company. This Agreement shall be construed and governed in accordance with the laws of the State of Florida and Broward County, and Vendor agrees to submit to jurisdiction in the State of Florida regarding same.

14. Acceptance is not guaranteed, and dependent upon Review by the Company. Until said Acceptance, this contract is not binding.

AGREED TO, AND ACCEPTED BY: (Vendor/Food Booth Name: _____)

Full Name

Business Name

Signature

Date

Summary of Agreement

Description	Fees
<input type="checkbox"/> Booth Fees – Up to 12 Feet Frontage + \$100 Clean-up Deposit – Refundable	\$2,500 (Includes State Tax)
\$2,600.00 Total if paid by December 23 of current year before Festival dates	

Each Additional Frontage Foot over 12 feet _____ x \$135.00 (Includes State Tax)

\$1,400 Deposit Due at Signing of the Contract for Regular Booths

<input type="checkbox"/> Food Cart – Up to 4 x 8 Feet + \$100 Clean-up Deposit – Refundable	\$1,100 (Includes State Tax)
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\$1,200.00 Total

\$600 Deposit Due at Signing of the Contract for Food Carts

NOTE: Gross Revenues - The Vendor agrees to also pay the Company twenty (20%) of the gross revenues from the sale of all products during The Festival.