

# Thunder on the Ridge Vendor Application

Event Date: Tuesday, July 4, 2023

Haines City Parks & Recreation Department

Phone: (863) 421-3700

Contact Lindsaia Johansmeyer: lindsaiajohansmeyer@hainescity.com

Deadline to apply: Wednesday, June 14, 2023 at 8:00 PM



Type of Vendor:      Marketplace      Food

Name of Business:

Owner/Manager of Business:

Mailing Address:

City, State, Zip:

Cell Number:

Alt Number:

Email:

Electric:    Yes    No    Water:    Yes    No    Set Up:    Tent    Trailer    Other:

# of 10'x10' Spaces:

What side do you vend out of?:

Specific Items to be Sold & their Price:

## MARKETPLACE VENDORS:

Marketplace vendors must sell a tangible item (craft, product, etc.). The fee for a 10' x 10' marketplace vending space is **\$100.00 + 7% sales tax**. \$50.00 + 7% sales tax per additional 10' x 10' space. Your set up/rig must fit in the requested/paid amount of space.

**For promotional or advertising opportunities, including selling a service, please reach out to the event organizer for sponsorship information.**

## FOOD VENDORS:

A Food Vendor is defined as the sale or distribution of food or drinks for immediate consumption. The fee for a 10' x 10' food vending space is **\$300.00 + 7% sales tax**. \$50.00 + 7% sales tax per additional 10' x 10' space. Your set up/rig must fit in the requested/paid amount of space.

- Each food vendor must have the appropriate food license and permit required by the State of Florida, per Guide to Temporary Food Service Events posted in a visible area in their booth, to include a hand washing station with soap and water. Food must be kept at proper temperatures and protected from exposure to the customers.
- If you serve water or soft drinks, the set price for cans is \$1.00, and bottles are \$2.00 (including water and soda).

## NOTE:

- All vendors must provide the General Insurance requirements from the City as stated under the insurance requirements section on page 3-5. An updated copy of the endorsement and certificate must be provided from your agent. This must be completed correctly before payment will be processed. This includes general liability and automobile liability. If you have three or more employees, workers compensation is required.
- If electric is required for your set-up, please plan on providing your own source of electricity, as ours is limited. If we have any available, no more than 20amp's will be supplied, and you must bring your own extension cord.
- If water is required, please bring a 100ft water hose and a splitter.
- Please plan to bring lights to be able to see under your tent as this event runs through the evening.
- After your application has been reviewed, your confirmation will come via email or phone. Be sure to include your email address above. If your application is denied, your payment will be returned to you via mail.
- Please note, the City will limit the amount of vendors who are selling the same type of product. This is a first come, first serve basis.
- Acceptable payments: Cash, Check, Certified Money Order. *Please do not mail cash.*

**Space will not be allocated until all of the above documentation is on file with the Haines City Parks & Recreation Department & fees are paid.** Completed applications may be mailed in or dropped off, with insurance certificate (if applicable), and payment payable to:  
City of Haines City – Attn: Thunder on the Ridge | 555 Ledwith Ave. | Haines City, FL 33844

**All Fees Are Non-Refundable | No Carryovers | No Rain Date Is Planned For the Event**

# Exhibitor Agreement

## RULES & REGULATIONS:

- Vendors will be permitted to set up on Monday, July 4th, from 1 PM until 3 PM. All vendors must be set up no later than 3:00 PM and all vehicles must be removed from the vending area. The event will be held from 4 PM - 9 PM.
- Please do not arrive before the scheduled set up times as staff will not be on site to place you in our assigned location. If you place yourself in the wrong space, you will be asked to move when staff arrive.
- Due to safety reasons, vehicles will not be allowed to re-enter the vending area until after the close of the event and foot traffic is dispersed. No exceptions. (A hand truck is recommended).
- Parking is available along the streets surrounding the park, and is available on a first come, first served basis only. We request that you unload all of your belongings at your assigned vending space and park your vehicle, before setting up your display. This will help keep the lane open and prevent any back up of vendors waiting to get to their space.
- Failure to be set up and remove your vehicle by the designated time may result in denial of your application for future events.
- New vendors must submit a photograph of their booth and display. We do not allow "flea market" type vending.
- Vendors are prohibited from shouting their products in an attempt to gain customers.
- To ensure the safety of all attendees, we will need your help to follow safety precautions per CDC guidelines. Each vendor is encouraged to provide available sanitizer for visitors of their booth.
- If approved, Haines City Parks & Recreation Staff shall provide vendors with a designated space in increments of approximately 10'x10'.
- The location shall be at the sole discretion of said Staff. When you arrive, staff will show you to your assigned spot.
- The events sponsored by the Haines City Parks & Recreation Department are family-oriented. Vendors are prohibited from selling items that are vulgar or offensive or that go against family values.
- Vendors shall be responsible for display materials, including tables, canopies, umbrellas, etc.
- Vendors are prohibited from putting stakes in the concrete/asphalt or great lawn for any reason.
- Vendors are encouraged to make their displays sturdy and wind-proof, and to keep rolls of plastic on hand in case of rain.
- The Haines City Parks & Recreation Department, the Staff and/or volunteers will not be responsible for loss or damage to any property. Accordingly, each vendor shall take all necessary precautions to protect valuables.
- Vendors must keep their designated area clean and provide garbage bags for vending materials (i.e. boxes, containers, large bags, etc.).
- At the close of the event, all garbage must be taken with you or put into the dumpster in the 3rd Street parking lot.
- At the completion of the event, all concessions must be moved out of the area. Units shall not be left overnight.
- Each vendor may be subject to a fire inspection at any time during the event. Please review the checklist to ensure you have the proper equipment to be in compliance upon inspection of the Haines City Fire Department.

## Food Distribution Checklist for Fire Inspection required by the Haines City Fire Department

- Fuel Cylinders properly stored or mounted 69-3-12-33
- Flexible hose and or piping in good repair 69-3-12-5-1-6
- Cooking appliances and exhaust hoods and ducts free from grease Accumulation 50-5-4
- Suppression systems in service and have current SFM approved tag 50-5-2-1
- Class K extinguisher provided if cooking method produces grease laden vapors and have a current SFM approved tag 13-6-7-4-5
- At least one fire extinguisher with a minimum 3A-40BC rating provided 13-6-1
- All electrical appliances, fixtures, equipment or wiring shall be installed and maintained in accordance with NFPA 70, National Electrical Code
- Portable electric generators shall be operated in accordance with the manufacturer's specifications, instructions and safety precautions.
- 701 NFPA Fire Retardant Tent
- No open flame or grease and latent vapors under non-rated tent
- Extension cords must be UL rated

## INSURANCE REQUIREMENTS (PAGES 3-5)

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgment, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Projects over \$10,000,000, contractor shall maintain \$3,000,000 general liability coverage for each occurrence.

### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### **Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

### **Insurance Certificate Requirements**

- The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

### **The Certificate Holder should read as follows:**

City of Haines City  
620 E. Main St.  
Haines City, FL 33844

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**Professional Liability and/or Errors and Omissions (only if any architecture, engineering or design services are included in the agreement)**

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City. The City of Haines City is not added as additionally insured in reference to Professional Liability.

**Property Coverage (Builder's Risk)**

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy or use the facility prior to final acceptance by the City.
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner (City), contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

I, \_\_\_\_\_, received, read and understand the City of \_\_\_\_\_  
(Please print)

Haines City Insurance requirements. I agree to provide the requested documents that pertain to the event.

SIGNATURE

DATE

**Haines City Parks & Recreation Department reserves the right to reject any business without reason.**

**The undersigned agrees that (s)he has read and understood the rules and regulations of the event and will be able to comply with all of the rules and regulations described. The undersigned understands noncompliance will result in removal of the activity from the area. The undersigned also agrees to indemnify and hold harmless the City of Haines City, the Parks and Recreation Department, staff and/or volunteers and the building owners and tenants of any/all liabilities.**

(Please Initial).

Printed Name

Signature

Date

**Vendor Fee Breakdown**

**Marketplace Vendor Space**

\$100.00 + 7% sales tax for 10' x 10'

\$50.00 + 7% sales tax per additional 10' x 10'

**Food Vendor Space**

\$300.00 + 7% sales tax for 10' x 10'

\$50.00 + 7% sales tax per additional 10' x 10'

**Marketplace Vendor Space Fee Totals**

10' x 10' = \$107.00

10' x 20' = \$160.50

10' x 30' = \$214.00

10' x 40' = \$267.50

10' x 50' = \$321.00

**Food Vendor Space Fee Totals**

10' x 10' = \$321.00

10' x 20' = \$374.50

10' x 30' = \$428.00

10' x 40' = \$481.50

10' x 50' = \$535.00

FOR OFFICE USE ONLY

Date Received:

Payment Amount:

Payment Method:

Date Approved/Confirmation:

Amount of 10' x 10' Spaces

Date Entered in Community Pass:

Staff: