

PALMETTO MULTICULTURAL FESTIVAL  
 FOOD & CRAFT VENDOR APPLICATION AND LICENSE AGREEMENT  
 DEADLINE: JANUARY 6, 2023



Applicant Name			
Business Name:			
Business/Applicant Address:			
Cell Phone:			
Email (Must be Provided):			
Food Vendor:	Yes	No	
Craft Vendor:	Yes	No	
# Of 10' x 10' Spaces Requested			\$50/Space
Liability Insurance:	Yes	No	Submit with application – Required
Have a generator:	Yes	No	<b>Electric not provided by the City of Palmetto – Please bring a generator</b>
CoP Business License Holder:	Yes	No	Submit with Application

1. INDEMNIFICATION. Applicant shall indemnify and hold harmless the City of Palmetto ("City") and the Palmetto Community Redevelopment Agency ("CRA"), both agencies' officers, agents, employees and assigns harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, expenses, or other disputes (collectively, the "Claims") arising out of or relating to any material breach by Applicant of, or non-compliance with, its obligations under this Agreement or arising out of or relating to this License Agreement for City property as a vendor. The City shall promptly notify Applicant in writing of any such Claim, and the City promptly shall defend at Applicant's expense and may settle such Claim in its commercially reasonable discretion. Nothing herein shall prevent the City from defending or settling, if it so desires, any such Claim at its own expense through its own counsel.
2. HEALTH LAWS. Food Vendors shall comply with all state and local health care laws and regulations.
3. SALES TAX. Florida state sales tax is the responsibility of the Applicant.
4. APPLICABLE LAW/REGULATIONS. It is Applicant's responsibility to ensure all state, county, fire district and city regulations while doing business for this event. Booths can be shut down at any time if rules and terms of this Agreement are not followed and shall not receive a refund. CRA rules regarding vendors are attached to this Agreement.
5. INSPECTIONS. All Applicants are subject to inspection day of event by the Fire Marshall.
6. WEATHER. No refunds shall be given due to adverse weather.

7. LOCATION. There is no guarantee of booth location. Map with details will be provided no sooner than one week before event. This includes arrival time and location. NO vendor is permitted to arrive earlier than their assigned arrival time. If you choose to arrive sooner than time given, drop vendor booth off and leave before assigned time, -you will NOT be permitted to set-up booth and will be asked to leave immediately. No refund given (See item# 11) NO EXCEPTIONS! No Vendor is permitted to leave before end of show. If so, vendor will not be welcome back to future events.
8. INSURANCE. Applicant shall provide a Certificate of Liability Insurance demonstrating required coverage with completed application. Insurance coverage requirements are attached. The City of Palmetto & Palmetto Community Redevelopment Agency BOTH must be listed as an additional insured for the event. (If the Applicant does not have insurance, please see attached sheet that explains the TULIP Program.) NO application will be considered without the Certificate of Liability Insurance Form & all supporting documents.
9. SPACE SIZE. Spaces are 10'x10' and shall be assigned by CRA staff.
10. REFUNDS. Payments are non-refundable.
11. ASSIGNMENT. Since the rights and obligations of the Applicant under this Agreement are personal to them, this Agreement may not be assigned or transferred by the Applicant.
12. COMPLETE AGREEMENT. This Agreement sets forth the entire agreement between the parties with respect to the subject matter agreed to between the parties and supersedes any and all prior understanding and agreements whether written or oral between the parties with respect to such subject matter.
13. GOVERNING LAW. This Agreement is governed by the laws of the State of Florida and any disputes hereunder shall be filed in the courts in and for Manatee County, Florida.
14. COMMUNICATION: All communication will be via email. If you do not have an e-mail, you must let Event Coordinator know when submitting application.
15. APPLICATION - Before any application is reviewed it must be completed in its entirety and all required documents MUST be submitted including but not limited to: completed application, certificate of liability insurance with BOTH the City of Palmetto AND CRA listed as one day insured, Payment in form of check (unless not permitted) and business license. Submit application and required documents no later than 1/6/23 to:

**ANTOINETTE KILGORE**

**EMAIL: [AKILGORE@PALMETTOCRA.ORG](mailto:AKILGORE@PALMETTOCRA.ORG)**

**FAX TO: (941) 417 – 2920**

**PHONE: (941) 723 – 4988**

**MAIL TO: 324 8<sup>TH</sup> AVE WEST; SUITE 103, PALMETTO, FL 34221**

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**Applicant Print Name**

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**Applicant Signature**

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**Date**