

**PALMETTO 4TH OF JULY CELEBRATION
FOOD & CRAFT VENDOR APPLICATION AND LICENSE AGREEMENT
DEADLINE: [JUNE 15, 2023]**



Applicant Name ("Applicant"):			
Business Name:			
Business/Applicant Address:			
Cell Phone:			
Email (Must be Provided):			
Food Vendor:	Yes	No	Major Food Items Not Duplicated; CRA Staff approves/selects items
Craft Vendor:	Yes	No	Submission of Items offer no guarantee. Approvals made after deadline.
# Of 10' x 10' Spaces Requested			\$150/Space; One free space given to City of Palmetto (CoP) Business License Holders
Liability Insurance:	Yes	No	Submit with application – Required
Have a generator:	Yes	No	Electric not provided by the City of Palmetto – Please bring a generator
CoP Business License Holder:	Yes	No	Submit with Application
Items to be sold. BE SPECIFIC! If not listed, won't be considered.			

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.** A 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 to the park. If you 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. (See item #11) NO EXCEPTIONS! No Vendor is permitted to leave before the end of the show. No Vendor is permitted to arrive after specified arrival time. If so, vendor will not be welcome back to future events and asked to leave immediately.
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, completed application, payment & all supporting documents.
9. **SPACE SIZE.** Spaces are 10'x10' and shall be assigned by CRA staff. Vendors are not permitted to utilize more than the space paid for. Smokers & grills should be considered part of the 10'x10' space. If more space is needed, you are required to purchase additional space. CRA has the authority to ask you to leave without a refund.
10. **BUSINESS LICENSE HOLDERS.** One FREE 10'x10' space shall be provided, subject to availability, for all Palmetto Business License holders (Must provide license with application); Extra spaces may be provided for \$150.00 per space and are subject to availability. Checks payable to: City of Palmetto, CRA.
11. **REFUNDS.** Payments are non-refundable.
12. **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.
13. **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.
14. **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.
15. **COMMUNICATION:** All communication will be via email. If you do not have an e-mail, you must let Event Coordinator know when submitting application.
16. **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.
17. Completed Applications reviewed based on **first-come first-served**. No duplicate items. CRA Staff has final say of approved food/drink items each Vendor will sell.

SUBMIT APPLICATION TO JENNY SILVERIO: JSILVERIO@PALMETTOCRA.ORG

MAIL/DROP OFF: 324 8TH AVE WEST SUITE 103, PALMETTO, FL 34221

(941)723-4988 QUESTIONS/CONCERNS – PREFER DONE BY EMAIL.

Applicant Print Name

Applicant Signature

Date