

WINTER FESTIVAL FOOD VENDOR APPLICATION

APPLICATION DEADLINE: September 13, 2019

(applications received after deadline will be charged a non-refundable \$50.00 late fee)

Festival Date: Saturday, December 7, 2019 ~ 3:00- 10:00 pm

Submitting an application does not ensure acceptance into the Winter Festival. All applications will be reviewed and accepted based upon date received, menu selection, quality and overall compliance with required procedures. If selected, the Winter Festival Planning Committee reserves the right to make the final selection and placement of all vendors. Please be advised that any component of this application or any Winter Festival activity is subject to change or cancellation. Vendors may only have one booth. Coca-Cola is the official Soft Drink/Bottled Water/Sports Drink sponsor for the Winter Festival. All these products must be pre-ordered and purchased through Coca-Cola (see attached Rules & Regulations in application packet for details).

Your application package will not be considered unless all the following documentation is included in the package – no exceptions:

1. Payment in full – make checks payable to Tallahassee Friends of Our Parks Foundation, Inc. (FOOP)	6. Photo of set up/ or written description (if new vendor)
2. Application completed in full	7. <u>Up-to-date</u> copy of State of Florida Resale Certificate for Sales Tax
3. Signed/Dated Liability Waiver	9. 501 (c) 3 non-profits are required to provide a copy of their Consumer's Certificate of Exemption
4. Itemized Product/Price list	10. <i>NEW vendors only</i> - \$200.00 cleaning/damage deposit See Rules & Regulations, #4 for details
5. <u>Up-to-date</u> copy of Liability Insurance (MANDATORY -Insured must name the City of Tallahassee as Additional Insured Certificate Holder)	

Please mail or hand-deliver to: Mario Palmentieri, Winter Festival Planning Committee, 1201 Myers Park Dr. Bldg. 1205, Tallahassee, FL 32301. Faxes cannot be accepted.

Please print or type the following:

Business Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Business Phone: _____ Fax: _____

Email (preferred): _____

Below, please itemize all products (including prices) that you wish to sell. The Planning Committee will have final determination as to booth placement and what products can be sold. Duplication of product will be closely monitored. Use additional paper, if necessary. Please print legibly.

ITEM	PRICE	ITEM	PRICE

FEES: Electricity is limited, and accepted vendors will be allowed only one 120V service - (1) 20-amp plug. **SPECIAL WIRING WILL NOT BE AVAILABLE.** Refunds will not be given after September 27, 2019 or for inclement weather. \$50 late fee will apply to all applications received after the September 13 deadline.

Please circle one:

10' X 10'	10' X 15'	10' X 20'	10' X 30'
\$325.00 WITH ELECTRICITY OR \$300.00 WITHOUT ELECTRICITY	\$375.00 WITH ELECTRICITY OR \$350.00 WITHOUT ELECTRICITY	\$425.00 WITH ELECTRICITY OR \$400.00 WITHOUT ELECTRICITY	\$475.00 WITH ELECTRICITY OR \$450.00 WITHOUT ELECTRICITY

MAKE CHECK PAYABLE TO: TALLAHASSEE FRIENDS OF OUR PARKS FOUNDATION, INC. Credit cards cannot be accepted.

Please answer the following in full. This information is mandatory and is pertinent to your selection and final placement as a Winter Festival vendor:

Description of tent: _____-Length _____-Width _____-Height _____ # of side panels

Other details: _____

All food areas must be covered with a tarp that must cover the entire floor space.

Concession Trailer: _____-Length _____-Width _____-Height

Other details: _____

Method of Preparation: _____#Gas Grill _____#Charcoal Grill _____#Smokers _____#Microwaves _____#Deep

Fryers _____#Electric Skillets _____#Rotisseries _____#Steamers _____#Boilers _____#Woks _____#Blenders

_____#Crock Pots

Set Up: _____#Tables _____#Chairs

I, (print)_____ (Applicant/Authorized Representative), hereby acknowledge that I have read the Rules and Regulations associated with being a vendor at the Winter Festival and have thereby informed all entry participants (my employees, volunteers, representatives, agents, etc.) of said Rules and Regulations, and agree that Applicant and all participants in this entry will heed all Winter Festival rules and regulations and directives, whether written or oral, and all applicable laws and ordinances. I understand that refunds will not be given after September 27, 2019, or for inclement weather.

Signature, Applicant/Authorized Representative

Date

Print Name

Questions? Mario Palmentieri, WF Planning Committee

Phone: (850) 891-3879

Email: Mario.Palmentieri@talgov.com

Website: talgov.com TDD: 711

Office Use Only:

Date received: _____

Amount paid: _____

Cleaning/Damage deposit: _____

Mail or hand-deliver applications to:

Mario Palmentieri, Winter Festival Planning Committee

Winter Festival Food Vendor

1201 Myers Park Drive

Tallahassee, FL 32301

Check#: _____

Cash: _____

Booth Space: 10' 15' 20' 30'

Make checks payable to: Tallahassee Friends of Our Parks Foundation, Inc. (or, FOOP)

Please keep a copy of your completed application for your records

Winter Festival – A Celebration of Lights, Music and the Arts
LIABILITY DISCLAIMER

The City of Tallahassee Winter Festival does not provide liability insurance for the protection of participants, spectators, merchants or others who participate in Winter Festival activities.

In consideration of being permitted to participate in such activity, the participant does hereby release and forever discharge the City of Tallahassee, its officers, officials, employees and agents, jointly and severally from any and all actions, cause of action, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participants, merchants, spectators, or others in consequence of participating in City of Tallahassee Winter Festival activities. This waiver and release expressly include any action, cause of action, claim or demand based upon any act, omission or negligence by the City of Tallahassee its officers, officials, employees or agents.

This release extends and applies to, and covers and includes all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to the person executing such release at the time of such execution, are hereby expressly waived.

The participant agrees on behalf of its assigns to indemnify the City of Tallahassee, its officers, officials, employees and agents and all members and officials of the Winter Festival Committee, jointly and severally, and to hold the same harmless from and against any and all actions, claims, demands and liabilities, loss, damages and expense of whatever kind or nature, including attorney fees, which may at any time be incurred by them or claimed against them by reason or participant's negligence or willful misconduct during its participation in the Winter Festival.

Signature, Authorized Representative/Applicant

Date

Print, Authorized Representative/Applicant

Phone

Signature - Parent of Legal Guardian
(if under 18 years of age)

Email

Print - Parent of Legal Guardian (if under 18 years of age)

WINTER FESTIVAL FOOD VENDOR RULES & REGULATIONS

Do not return this section with your application package

1. Applications will be accepted based upon date received, menu selection, quality and overall compliance with required procedures. The Planning Committee reserves the right to accept or deny any vendor's request. The Planning Committee will have the final determination as to what products may be sold and final placement of all vendors. The Planning Committee will have the authority to change previously assigned placements if deemed necessary for the overall improvement of festival operations.
2. Space is limited, and vendors are allowed only one location and all equipment must fit within the assigned space. There will be no exceptions.
3. Vendors are not guaranteed the same location from year to year.
4. If selected, your participation as a Winter Festival food vendor constitutes permission to use your name(s), likeness(es) and voice(s) for future advertising and publicity without compensation. The City of Tallahassee Parks, Recreation and Neighborhood Affairs Department (hereinafter PRNA) reserves the right to photograph/videotape facilities, activities, and program participants for potential future use. All photos/footage will remain the property of the PRNA and may be used for publicity or promotion purposes only.
5. **IMPORTANT:** First-time Winter Festival food vendors are required to pay a \$200.00 Cleaning/Damage Deposit (fee refundable only if your area is left clean, to include grease, water and food disposal and no property damage has occurred to the parks and common areas – to include plants, flowers, shrubs, trees, decorations, sidewalks, buildings, etc. in and around your immediate assigned area). Please allow **4-6 weeks** for your refund. Note: Should the cleaning or damages exceed \$200.00, you will be invoiced accordingly. Prior to your departure, a Winter Festival staff member will inspect your assigned location and take a photo. This will be used to determine whether your deposit will be refunded.
Returning vendors: Your Cleaning/Damage Deposit will be initially waived. If you leave your assigned area littered or with damage you will be invoiced accordingly. This includes, but not limited to, damage to the surrounding sidewalks, trees, shrubs, decorations, etc.
6. Application deadline: September 13, 2019:
 - A) Applications received after the deadline will be required to pay a non-refundable \$50.00 late fee. If your application is not accepted, your entry fee will be returned. Your late fee will not be returned.
 - B) All applications and fees received after the deadline must be paid for in cash, money order or cashier's check. Personal checks will not be accepted after the deadline.
 - C) All applications received after the deadline will be placed on a waiting list. If an opening becomes available, applications will be pulled from the waiting list based upon space requirements, electrical requirements and menu selection.
 - D) All fees are non-refundable after September 27, 2019.
 - E) If you cancel prior to September 27, please submit a letter via mail or email – Mario.Palmentieri@talgov.com requesting a refund. You will be charged a \$50.00 Cancellation Fee, which will be deducted from your entry fee. Please allow **4-6 weeks** to receive your refund.
 - F) Refunds will not be given due to inclement weather.
7. To be considered, vendor application package must include the following: **1)** Payment in full; **2)** Application completed in full; **3)** Signed/dated Liability Waiver; **4)** Itemized Product/Price list; **5)** Up-to-date copy of Liability Insurance (must name the **City of Tallahassee as Additional Insured Certificate Holder** – Mandatory; **6)** Photo or written description of set up; **7)** Up-to-date copy of State of Florida Resale Certificate for Sales Tax; **8)** 501 (c) 3 non-profits are required to provide a copy of their Consumer's Certificate of Exemption
8. Agricultural vendors (fruits, vegetables, etc.) must file a separate application and different license requirements will apply. Please contact the State of Florida Department of Agriculture at (850) 488-3022 for details.
9. Vendors are solely responsible for collecting and reporting Florida Sales Tax. If you have any questions regarding how to acquire your State of Florida Resale Certificate for Sales Tax, please contact the Florida Department of Revenue at (850) 414-8596.
10. Electricity is limited. No 220-power or special wiring will be available. Food vendors are limited to only one plug in. The City of Tallahassee Electric Dept. crew that will be on site on event day will not provide any special wiring to accommodate your set up. No exceptions.

The electric department reminds you the use of electric space heaters of any kind is not allowed at the event. If you plug in a heater and trip the breaker, the electric department will not restore your power, which may cause you to have to close your business for the duration of the event. Refunds will not be given.

11. Per the City of Tallahassee Safety Officer, the use of generators is not permitted.
12. If your application is accepted, your staging assignment, parking passes, maps and other pertinent information will be forwarded to you. If applicable, further instructions and/or information will be forwarded at that time.
13. **NOTE: FURTHER INFORMATION WILL BE FORWARDED AT A LATER DATE REGARDING COCA-COLA'S PURCHASING REQUIREMENTS AND PRICING – INFORMATION BELOW IS SUBJECT TO CHANGE:**

Coca-Cola is the official Winter Festival soft drink, sports drink and bottled water sponsor and ALL soft drinks, sports drinks and bottled water MUST be a Coca-Cola product. Call Sherry Foster at Coca-Cola (850) 574-5300 if you have any questions regarding Coca-Cola products.

 - A. No fountain beverages allowed at the Winter Festival.
 - B. Vendors must purchase their own Coca-Cola products and bring them to the event.
 - C. All vendors are to sell the Coca-Cola products at the same price - \$2.00 per 16.9-ounce bottle.
 - D. Coca-Cola Representatives will be on site throughout the event to monitor product compliance. Those vendors found in violation of the Rules & Regulations described herein, will be asked to shut down and risk not being invited to participate in future Winter Festival activities. A refund will not be given.
14. No staking of tents will be permitted. All tents must be secured with sandbags or other weighted materials.
15. The Planning Committee must approve all tents/canopies/booths/concession trailers, as certain restrictions may apply.
16. **IMPORTANT NOTICE:** Upon your arrival on event day, if your tent/trailer is larger than what you were approved for, you may be denied access to your assigned space and would, thereby, forfeit all fees previously paid. If we can accommodate you in your originally assigned location, you will be required to pay a fee equal to the next larger size booth plus an additional \$30.00 service fee (in cash prior to opening for business); or, 2) reassigned another location that can accommodate your tent/trailer, if such space and power requirements are available (and required to pay a fee equal to the next larger booth size and \$30.00 Service Fee in cash prior to opening for business will also apply). The Planning Committee reserves the right to make the final determination.
17. Do not encroach on your neighboring vendors. For safety reasons, we have allowed several feet between you and the vendors on either side of you. You are not to set up your equipment or use the extra spacing for any reason. Please be specific regarding required footage on your application.
18. All streets and sidewalks are to be left clear of clutter and all vendor property and equipment **MUST** be contained within the area of assignment. No coolers, food, storage containers, etc., are to be placed on the sidewalk. This will be monitored and strictly enforced throughout the hours of the event.
19. To avoid water hose/electrical cord damage and personal injury, all water hoses and electrical cords/extension cords must be securely taped down or covered with safety cord covers. Hoses and cords must not be placed on sidewalks or in/on pedestrian walkways.
20. All food/food booths must be covered by a canopy.
21. All tents must have flame-retardant tags.
22. **All food booth floors must be completely covered by a tarp. Cardboard is not acceptable.**
23. Vendors are responsible for supplying all items needed to operate during the event – tents, tables, chairs, equipment, hand trucks, wagons, carts, etc., for transporting product, etc. The festival provides only the booth space.
24. All booths, concession trailers, etc., are required to be adorned with holiday decorations – i.e. garland, wreaths, battery operated lights, etc.
25. All food vendors must be self-contained for water and electricity.
26. Per the City of Tallahassee Safety Officer, all vendors are required to have a tagged fire extinguisher(s) at their booth (specs will be sent in another mailing).
27. All vendors are required to have a complete first aid kit.
28. All food booth workers/employees/food handlers are required to wear hair restraints.
29. No pets are allowed inside food booths.
30. Approved vendors may sell only the items that were listed on the application and approved by the Planning Committee.
31. Vendors are not allowed to advertise, sell, demonstrate, give away or consume alcoholic beverages on site. Nor are they allowed to sell, advertise, demonstrate, give away or consume controlled substances or illegal drugs of any kind. To do so, will result in immediate closure and removal from the Winter Festival. No refunds will be granted. This matter will be closely monitored and strictly enforced for the duration of the event.

32. Vendors are not allowed to sell, advertise, demonstrate or distribute weapons/paraphernalia, knives or fireworks of any type at the festival. This will be closely monitored and strictly enforced for the duration of the event.
33. Vendors are responsible for their own trash and cleanup. Grease, wastewater and ashes are to be disposed of safely and properly and are NOT to be poured on the ground. If the City of Tallahassee crew is required to cleanup any part of your assigned area, to include empty boxes and other trash that does not fit in the trashcans provided, your (first-time vendors) \$200.00 Cleaning/Damage Deposit will be completely forfeited. If the damage is more than the \$200.00 damage/cleaning deposit, the vendor will be billed accordingly. For those vendors not required to pay the \$200.00 damage/cleaning deposit, the vendor will be invoiced accordingly for damages incurred. No exceptions. Trashcans will be provided by the City of Tallahassee. Vendors are required to haul off any empty boxes or other trash that doesn't fit in the provided trashcans. Vendor will be billed accordingly for any trash left behind.
NOTE: The Winter Festival will provide recycling containers for grease and wastewater disposal. These containers will be clearly marked and conveniently located.
34. Vendors are not allowed to rove/sell outside of their assigned area and may not rove throughout out the festival to solicit business.
35. If accepted to participate, vendors may begin setting up on the morning of the festival beginning at 7:00 a.m. Access into the festival area will not be granted until 7:00 a.m. Please set in as close to the curb as possible and stay in line with the other vendors on your street – your booth is not to exceed 10 feet in depth.
 - A. To gain access into the festival area, your Winter Festival load-in/load-out passes **must** be prominently displayed on the vehicle's dashboard or windshield.
 - B. No overnight parking or unloading will be allowed. Vehicles will be towed at owner's expense and equipment will be hauled away.
 - C. Vendors **MUST** check in at the Information Booth prior to setting up. If necessary, updated information or instructions will be issued at that time.
 - D. All fees must be paid in full and paperwork must be submitted before vendors can set up. No exceptions.
 - E. All booths must be in place and ready for inspection by 1:30 p.m. and **ALL** vehicles must be cleared from the festival area. There is no reserved parking for vendors. It is recommended that vendors unload their materials and product and find parking as early as possible. Do not park in places where the meters are bagged or where sponsor reserved parking is marked. No exceptions.
 - F. **IMPORTANT NOTICE: Vendors arriving after 1:30 p.m. will not be allowed to bring in their vehicles to load in.**
36. **MANDATORY: BY ORDER OF POLICE, ALL VENDORS MUST STOP SALES NO LATER THAN 10:00 PM AND ALL VENDORS, EQUIPMENT AND PERSONAL POSSESSIONS MUST BE COMPLETELY REMOVED FROM THE FESTIVAL AREA NO LATER THAN 12:00 MIDNIGHT. Failure to comply, may result in not being invited back to participate in future Winter Festival activities.**
37. Vendors may not sell items from their automobiles.
38. Storage/ replenishment vehicles are not allowed to remain in the festival area. (Reminder: all vehicles must be removed from the festival area by 1:30 p.m.).
39. Parking is very limited and is available on a first come basis. Do not park in restricted areas, to include areas designated as handicap parking, restricted or private property, where parking meters have been bagged or where sponsor reserved parking is marked. Doing so will result in having vehicle(s) towed at owner's expense.
40. The City of Tallahassee, its employees, event sponsors and volunteers are not responsible for neglect, damage to your booth, theft, personal bodily injury to you, your employees, your representatives, your volunteers or your guests or damage caused by inclement weather while participating in the Winter Festival. This includes traveling to and from the event, pre-event setup, during the event and post-event teardown.
41. Checks returned for insufficient funds must be made good (by cash, money order or cashier's check) no later than September 27, 2019 to be eligible to participate in the festival. A \$30.00 handling fee will be charged in addition to the amount of the entry fee. Money orders or cashier's checks must be made payable to: **Tallahassee Friends of Our Parks Foundation** (or, FOOP). Personal checks will not be accepted.
42. Vendors may not use or implement in any way the use of the Winter Festival logo. The logo is strictly for use only by the Winter Festival.
43. Please note that any part of this application or any Winter Festival component is subject to change or cancellation.

FOOD VENDOR APPLICATION PACKAGE CHECKLIST REQUIREMENTS

- Entry fee paid in full
- Completed application
- Signed/dated liability waiver
- **A. FIRST TIME VENDORS ONLY** - \$200.00 Cleaning/Damage Deposit – (fee refundable only if your area is left clean, to include grease, water and food disposal and no property damage has occurred to the parks and common areas – to include, but not limited to, plants, flowers, shrubs, trees, decorations, sidewalks, buildings, etc. in and around your immediate assigned area). Please allow 4-6 weeks for your refund. Note: Should the cleaning or damages exceed \$200.00, vendor will be invoiced accordingly
- B. RETURNING VENDORS:** We are waiving your Cleaning/Damage Deposit. If you leave your assigned area littered or with damage you will be invoiced accordingly. This includes, but not limited to, damage to the surrounding sidewalks, trees, shrubs, decorations, etc.
 - Photo or written description of set-up, as requested
 - Itemized product/price list
- Copy of Up-to-date liability insurance (**Must name the City of Tallahassee as additional insured certificate holder**)
- Non-profit organizations are required to provide a copy of their Up-to-date Consumer's Certificate of Exemption provided by the State of Florida Department of Revenue
 - Copy of Up-to-date State of Florida Resale Certificate for Sales Tax
 - Agricultural license, if applicable
- Maintain a copy of your completed application and Rules and Regulations for reference

EVENT REMINDER

- ❖ All tents must have flame-retardant tags
- ❖ Only one booth per vendor, to include lemonade carts
- ❖ All floors in and around your booth must be completely covered with a tarp.
- ❖ All vendors must have certified fire extinguishers – minimum 10# ABC with certified tag (see attached)
 - ❖ All booths/concession trailers must have a first aid kit
- ❖ No staking of tents. Tents must be secured using sandbags or other weighted materials
- ❖ Vendors and their employees must remain within their assigned area and may not sell outside of that area. Roving to solicit business is strictly prohibited
 - ❖ Absolutely NO GENERATORS allowed
 - ❖ All booths must be decorated in a holiday theme
 - ❖ No refunds given for inclement weather

IMPORTANT DATES TO REMEMBER

- ◆ Festival Date: Saturday, December 7, 2019
 - ◆ Time: 3:00-10:00 pm
 - ◆ Application Deadline: September 13, 2019
 - ◆ Entry Fees Non-Refundable after: September 27, 2019
- ◆ \$50.00 Late Fee in effect after: September 13, 2019 (applications and all fees received after deadline must be paid for in cash, money order, or cashier's check – personal checks will not be accepted)
- ◆ Returned checks must be made good by: September 27, 2019. Note: \$30.00 service fee will be required in addition to entry fee and all fees must be paid for in cash, money order, or cashier's check
- ◆ \$50.00 Cancellation Fee in effect prior to: September 27, 2019 (no refunds will be granted after September 27)
 - ◆ Refunds will not be given due to inclement weather

Important Notice: Due to the Homeland Security Advisory System, all activities, events, and other Winter Festival Components are subject to change or cancellation. Notification of such changes or cancellations will be submitted accordingly.

If a person with a disability requires an accommodation to participate or if special seating arrangements are needed, requests must be made to the event coordinator seventy-two (72) hours prior to the event.

If selected, your participation as a Winter Festival vendor constitutes permission to use your name(s), likeness(es) and voice(s) for future advertising and publicity without compensation. PRNA reserves the right to photograph/videotape facilities, activities, and program participants for potential future use. All photos/footage will remain the property of the PRNA and may be used for publicity or promotion purposes only.

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.