



HOMESTEAD ROCK'N RIB FEST 2017

RETAIL VENDOR, FOOD VENDOR and DISPLAY VENDOR REGISTRATION FORM and AGREEMENT.

October 7, 2017 Harris Field Pavilion 1034 NE 8th Street, US-1 and SW 312 Street. 11am-7pm.

Name of business or individual _____

Type of Vendor _____ Fill in the price for your space _____

Additional space fee _____

Pavilion space fee _____

Contact _____, # of support staff _____ maximum 4.

Address _____

City _____, State _____, Zip code _____

Phone number _____, Email _____

Vendor Agreement

Make check payable to "THIS IS FOR THE KIDS Inc.", mail it along with completed form to: "THIS IS FOR THE KIDS Inc.". A Florida "not for profit" Corporation, 501 C 3. Attn: Larry Roth at 692 N. Homestead Blvd suite 104 Homestead, FL 33030. DBA" HOMESTEAD ROCK'N RIB FEST" **Vendor application must be in by September 22, 2017.**

This is a charity event along with a Rib cook off competition. Entry will not be allowed to support staff without the proper identifying wrist band.

1: Cancellation by Vendor: The cancellation of a reserved space by the Renter of Space must be in writing and received by September 15, 2017. In such event, HOMESTEAD ROCK'N RIB FEST shall refund any monies received if, and only if, the HOMESTEAD ROCK'N RIB FEST can re-rent that space to another Renter of Space and all other spaces are sold out. If the Renter of Space does not occupy the space upon the opening of the event, HOMESTEAD ROCK'N RIB FEST shall have the right to use the space in such a manner as it may deem in the event's best interest.

2: Force Majeure: In case of cancellation of the event or unavailability of the space for the specified use due to war, governmental action or order, acts of God, fire, strikes, labor disputes, or any other causes beyond HOMESTEAD ROCK'N RIB FEST control, this agreement shall terminate, and the Renter of Space forfeits their entry fee. In case of cancellation by HOMESTEAD ROCK'N RIB FEST for any reason within its control or a change in the date or the location of the event, which is unsatisfactory to the Renter of Space, the Renter of Space shall be entitled to a return of all sums paid for the space. Refund of Rental of Space fees, as provided for in this section, shall be the exclusive remedy of the Renter of Space against HOMESTEAD ROCK'N RIB FEST in case the event is canceled or rescheduled, or the space is unavailable for use. In case of damage to the Renter of Space's property due to war, governmental action or order, acts of God, fire, strikes, labor disputes, or any other causes beyond HOMESTEAD ROCK'N RIB FEST control, the Renter of Space expressly waives liability of and holds harmless HOMESTEAD ROCK'N RIB FEST from all claims for any and all damages.

3: State of Florida, Miami-Dade County and the City of Homestead: Vendor is to comply with all requirements of any municipality governing the event and hold HOMESTEAD ROCK'N RIB FEST harmless of any infractions levied by any agency or authority onto the Vendor any permit fees and all state, local and federal taxes.

4: Rules and Regulations: If the Vendor violates the Contract Rules and Regulations, this contract may be terminated. In the event of a default by the Vendor, the Vendor shall forfeit as liquidated damages, the amount paid by them for their space.

5: Space assignments: HOMESTEAD ROCK'N RIB FEST will make event space assignments as the applications arrive. All space assignments are final. We will make an effort to put smaller operators beside larger operators in an attempt to distribute the crowd evenly through the vendor's area. HOMESTEAD ROCK'N RIB FEST reserves the right to make final determination of all space assignments in the best interest of the event.

6: Character Of Exhibits: HOMESTEAD ROCK'N RIB FEST reserves the right to prohibit the display of any article that in its opinion is not in keeping with the nature and character of the event. Hand written signs will not be permitted unless displayed on a dry erase board or equivalent. No paper signs, hand written are permitted. Computer generated paper signs are permitted.

7: Assignment or Subletting of Space: Renter of Spaces shall NOT assign, sublet, or share the event space allotted without the knowledge and written consent of the HOMESTEAD ROCK'N RIB FEST No products, arts, accessories, souvenirs, catalogs, or other goods bearing names of other Vendor's, sponsors, or anyone other than the Vendors may be displayed. No firms or organizations not assigned a space will be permitted to solicit business within the event area. The only exception will be sponsors of the event.

8: Use Of Space: HOMESTEAD ROCK'N RIB FEST reserves the right to restrict any exhibit because of noise, method of operation, or materials, or any exhibit which in the opinion of HOMESTEAD ROCK'N RIB FEST may detract from the general character of the event as a whole.

9: Liability And Insurance: Neither HOMESTEAD ROCK'N RIB FEST its agents, officers, employees, members, directors or any other representative will be responsible for any injury, loss or damage that may occur to the Vendor, or the Vendor's employees or property from any cause whatsoever. It is the Vendor's responsibility to protect machinery or exhibits so that no injury will result to the public, visitors, guest, or persons on the property. All property of the Vendor is understood to remain in the Vendor's care, custody, and control in transit to, from or within the confines of the event area subject to the rules and regulations. The Vendor, on signing this contract, expressly releases, holds, keeps, and saves harmless and indemnifies HOMESTEAD ROCK'N RIB FEST its agents, officers, employees, members, directors or any other representative, along with sponsors, organizers, committees and individuals from all claims for such loss, damage, or injury. Vendor's are required to carry insurance, including workman's compensation (if applicable) to cover any of the above.

10: Security: HOMESTEAD ROCK'N RIB FEST, will provide reasonable and appropriate security for the event during event advertised hours of operation. HOMESTEAD ROCK'N RIB FEST and its agents shall take all proper and reasonable care to see that exhibits are not destroyed or damaged through any cause within its control, but does not ensure the safety of said exhibits. Vendor will provide or secure their spaces at all times before, during and after advertised operating hours.

11: Set up and tear down: Vendor's with designated spaces within the confines of the event area may start setting up their booths on Saturday October 7, 2017 at 7:00 am. ALL VENDOR'S MUST be in place and fully set up by 10:30 am October 7, 2017. Tear down cannot begin until 7 pm October 7, 2017. All Vendors' personal property must be removed by 12:00 pm October 8, 2017. Renters of Space will be responsible for the cleaning of their assigned space.

12: Application Fee and Payments: Fees must be paid at time of application. NO EXCEPTIONS! Event date is Saturday October 7, 2017, advertised hours of operation will be 11:00 am – 7:00 pm. Subject to change.

13: Space Rental Retail, display Vendor: \$50.00 includes up to a 10'x10' Space. Additional space available at the rate of \$25.00 per 10'x10' space, non-food, non-display, retail only. Vendor must provide tent, tables, chairs, protection or other means to contain their Space Rental. Space Rental is an open air area, Pavilion Space Rental is available for an additional fee of \$50.00 and will include a 10'x10' space with electric service available. Remember there will be music and entertainment under the Pavilion. Space Rental Retail Vendors may sell any items including, art work, crafts, jewelry, pre-package merchandise, clothing, foot wear, hats and any other item considered a retail item. HOMESTEAD ROCK'N RIB FEST reserves the right to restrict any vendor's item or items for sale that may not be appropriate for the event or conflicts with another vendor item or items. For clarity, a vendor may not sell the exact same merchandise as another. Vendor may not sell any hot or cold food items that include but not limited to Beef, Pork, Chicken, Turkey or Seafood products. Items pre-packaged for retail sales by a wholesaler or manufacturer, for example, Chips, gum, candy, snack items may be sold. Bake sale items are welcomed and must be specified in this application to avoid multiple vendors with the same items.

14: Space Rental Food Vendor: \$100.00 includes up to 10'x10' space, additional space available at the rate of \$50.00 per 10'x10' space. Vendor must provide tent, tables, chairs, protection or other means to contain their Space Rental. Space Rental is an open air area, Pavilion Space Rental is available for an additional fee of \$50.00 and will include a 10'x10' space with electric service available. Remember there will be music and entertainment under the Pavilion. Food Vendors are only allowed to sell food products that in no way compete with the Rib Masters, including but not limited to any products that include Beef, Pork, Chicken,

Turkey or Seafood products. Food Vendors are allowed to sell Fried dough, snow cones, cotton candy, popcorn, ice cream, and any other product, non-competing with the Rib Masters without written consent by, HOMESTEAD ROCK'N RIB FEST.

16: In this area please outline the products you wish to sell. The products must be approved by an agent of the HOMESTEAD ROCK'IN RIB FEST

1 _____	5 _____	9 _____
2 _____	6 _____	10 _____
3 _____	7 _____	11 _____
4 _____	8 _____	12 _____

Authorized Agent _____ Date _____

HOMESTEAD ROCK'IN RIB FEST AGENT _____ Date _____