

NON-FOOD VENDOR AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 2020 is by and between THE CITY OF CAPE CORAL SPECIAL EVENTS DIVISION, 1015 Cultural Park Blvd Cape Coral, FL 33990 and _____, the party designated on the face of the attached application (“NON-FOOD VENDOR”).

The EVENT desires to permit NON-FOOD VENDOR to sell the items set forth on the original application during the Red, White & BOOM Event. NOW, THEREFORE, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. **RIGHT TO SELL:** NON-FOOD VENDOR shall have the right to sell the items set forth on the original application. Said sales are to occur only within the area designated by the EVENT for the NON-FOOD VENDOR. The EVENT has a zero-tolerance policy for the sale/raffle/display of merchandise that displays and/or promotes any of the following: weapons, gang colors/symbols, drugs, drug paraphernalia, and illegal activities. EVENT STAFF must approve, in advance, any promotional items given away at the event. The EVENT STAFF does not guarantee exclusivity of products sold. Any NON-FOOD VENDOR found to be in violation of these policies is subject to expulsion from the event without any refund. Enforcement of this is at sole discretion of EVENT STAFF.
2. **BEVERAGES:** NON-FOOD VENDOR shall not sell, distribute, or in any way disseminate non-alcoholic or alcoholic beverages. Promotional WATER given away at the event is permitted.
3. **SPACE RENTAL FEE:** NON-FOOD VENDOR agrees to rent a booth space during the 2020 Red, White & BOOM EVENT to be held on Saturday, July 4, 2020. **A full deposit is required from all NON-FOOD VENDORS.** All fees are due and payable with the submittal of this agreement NO LATER THAN JULY 1, 2020. No subletting of booth space is permitted.
4. **HOURS OF OPERATION:** NON-FOOD VENDOR booths must remain fully staffed and open between the hours of 9:00 a.m. and 10:30 p.m. on event day of July 4, 2020, regardless of weather conditions. Closing early or opening late for any reason, may preclude NON-FOOD VENDOR from participating in future events. NON-FOOD VENDOR understands that the EVENT will be held rain or shine, and no refunds shall be given.
5. **BOOTH SIZE:** Booth size will be designated by blue markings for all NON-FOOD VENDORS. Any VENDOR whose set up extends beyond their allocated amount of footage will be charged an additional \$25.00 per foot. No sales or service shall be made from the sides or rear of the allotted space or spaces, unless vendor has paid for an additional space. NON-FOOD VENDOR understands that the EVENT STAFF, at its sole discretion, will assign space.
6. **INCLEMENT WEATHER:** NON-FOOD VENDORS that supply their own tents, canopies, etc., shall be responsible to adequately anchor all equipment to withstand the elements of weather. Vendors are responsible to bring their own anchoring devices (weights, sandbags and/or water barrels). VENDORS WILL NOT be allowed to use stakes for securing tents, canopies, etc. on Cape Coral Parkway, per the regulations of The City of Cape Coral Parks and Recreation. Many events are scheduled to be open as a rain or shine event, unless lightning is spotted in which outdoor activities will be suspended for 30 minutes from the time of the last strike. No refunds will be issued for inclement weather.
7. **LOAD-IN/SET-UP:** Load-in times vary based on booth location, and may begin on Saturday, July 4, 2020 beginning at 9:00 a.m. and continue until 11:00 a.m. Set-up must be done between the hours of 9:00 a.m. - 2:00 p.m. on Saturday, July 4, 2020. NO vehicles will be allowed in the venue after 2:00 p.m. All booth set up must be completed by 4:00 p.m. on day of the EVENT. VENDOR VEHICLES ARE STRICTLY PROHIBITED OUTSIDE OF THE ALLOTTED HOURS.
8. **LOAD OUT:** All NON-FOOD VENDOR materials and GARBAGE must be removed from event site by 11:30 p.m. on Saturday, July 4, 2020. Once the Cape Coral Police Officers working the event advise the EVENT STAFF that it is safe for vendors to re-enter the venue with their vehicles in order to tear down and depart for the night, we will advise you via loudspeaker and by word of mouth. The estimated timeframe for this should be between 10:30 p.m. - 10:45 p.m.

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9. **SIGNAGE:** All NON-FOOD VENDOR signs and banners must be contained within the assigned booth space. Each NON-FOOD VENDOR is responsible for supplying their own signage for their booth.
10. **CONDUCT:** NON-FOOD VENDORS may not consume alcoholic beverages within any assigned booth EVENT space. VENDORS must always be suitably attired. Behavior unsuitable for the EVENT, or which constitutes a public nuisance, will not be permitted. All booths, carts and trucks must be designed, constructed and operated in good taste and in the best interest of the event and the public. The City of Cape Coral Special Events reserves the right to prohibit or restrict NON-FOOD VENDOR determined to be objectionable due to noise, method of operation, materials or any other reason. The EVENT STAFF, at its sole discretion, shall make the final determination of whether an act is unsuitable for the EVENT. If the City of Cape Coral Special Events restricts or prohibits Vendor, no refund of Vendor Fee or other expenses will be issued.
11. **STORAGE:** All NON-FOOD VENDOR'S property shall be kept within the assigned booth space. Storage of supplies, equipment or inventory outside the booth space will not be allowed. Failure to comply may result in a fine of \$25.00.
12. **ELECTRICAL SERVICE:** NON-FOOD VENDOR agrees to requests electrical service, if necessary, from the EVENT. Generators, trailers, vans or other such mechanical devices are allowed IF approved by the EVENT STAFF and designated in writing as part of this Agreement. It is the NON-FOOD VENDOR'S responsibility to supply all cables and extension cords.
13. **CANCELLATION:** NON-FOOD VENDOR understands that if the VENDOR cancels after the execution of this Agreement, or fails to provide the required documentation, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages. No refunds will be issued.
14. **AGREEMENT DEADLINES:** This Agreement shall be signed by the NON-FOOD VENDOR and returned to the EVENT STAFF on or before July 1, 2020. A late fee of \$25.00 will be assessed if application is submitted after the agreement deadline. This Agreement shall become effective when received by the EVENT.

NON-FOOD VENDOR Checklist to accompany application:

____ Electrical Information

____ Completed Application & Signed Agreement

____ Payment: Check, Money Order or Credit Card

By signing this Agreement, Vendor acknowledges that:

1. Vendor has had the opportunity to review this Agreement.
2. Vendor fully understands the terms and conditions set forth herein and agrees to be bound by the same.

Signed this _____ day of _____, 20____ for NON-FOOD VENDOR

Print Name

Vendor Company

Vendor Signature