NON-FOOD VENDOR RESERVATION

# EVENT NAME: Red, White & BOOM

## Sunday, July 4, 2021

Return all paperwork and applicable fees:

Allison Vives-Vietri | avives@capecoral.net | 239-573-3122

City of Cape Coral PO Box 150027, Cape Coral, FL 33915

Location: Cape Coral Parkway at the foot of the Cape Coral Bridge

Event hours: 5:00 pm – 10:00 pm

Vendor Check-in: 9:00 am – 11:00 am

Vendor Check-in Address: 1798 SE 47th Terr., Cape Coral, FL 33904

Set-up hours: 9:00 am – 2:00 pm

Tear down hours: 10:00 pm -11:30 pm

Estimated attendance: 30,000

**NON-FOOD VENDOR INFORMATION**

Contact Name: _____

NON-FOOD VENDOR name: _____

Mailing address: _____

Phone number: _____

Email: _____

Website: _____

Description: _____

Footage Amount: _____ Total Due: _____

Fee Structure based on a 10x10 area:

Additional footage will be sold in 10' sections for larger set-ups. A fee of $100 per 10' will be added to base prices below.

☐ $100 – Nonprofit Organization ☐ $400 – Artist & Crafter ☐ $450 – Business/Political Campaign

Approved Legal 12/8/2020

# NON-FOOD VENDOR RESERVATION

The NON-FOOD VENDOR agrees to all the following terms, conditions and rules.

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: gang colors/symbols, drugs, drug paraphernalia, weapons, guns and illegal activities. EVENT STAFF must approve, in advance, any promotional/raffle 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 – 2021 EVENT SEASON to be held 10/01/20 - 9/30/21**.** All fees are due and payable with the submittal of this agreement NO LATER THAN ONE WEEK PRIOR TO EACH EVENT. No subletting of booth space is permitted.
4. **HOURS OF OPERATION:** NON-FOOD VENDOR booths must remain fully staffed and open between the event operation hours on the specific event day, 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 $50.00 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 roadways, 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 begin on the day the event is being held. All booth set up must be completed one hour prior to the start of the EVENT. Late arrivals will be placed at the discretion of the Event coordinators, there will be no vendors placed after 12:00 pm. *VENDOR VEHICLES ARE STRICTLY PROHIBITED OUTSIDE OF THE ALLOTTED HOURS OF 9:00 AM – 2:00 PM.*
8. **LOAD OUT:** All NON-FOOD VENDORS materials and GARBAGE must be removed from event site by 11:30 p.m. on the event date. 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.
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 request 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 this Reservation 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. **RESERVATION DEADLINES:** This Reservation shall be signed by the NON-FOOD VENDOR and returned to the EVENT STAFF on or before June 25, 2021. A late fee of $25.00 will be assessed if application is submitted after the reservation deadline. This Agreement shall become effective when received by the EVENT.
15. **HOLD HARMLESS:** In participation of this event I hereby, for myself, my heirs, executors and assigns, do waive, release, and hold the City of Cape Coral harmless from all claims or causes of action for damages or personal injury suffered by me while participation in this event. Whether known or unknown, and I understand that I am assuming the risk for any damages or injury to my property or person which I may sustain while participating in this event. If I should suffer any injury or illness, I authorize the employees of the Cape Coral Parks and Recreation Department to use discretion to have me transported to a medical facility and I take full responsibility for such action. I hereby authorize the use of any photographs, video picture or other material related to the event for publicity, promotion or news purpose.

# NON-FOOD VENDOR RESERVATION

NON-FOOD VENDOR Checklist to accompany application:

____ Completed Application & Signed Agreement

____ Description/Product Images

____ Payment: Check, Money Order or Credit Card **[FOR STAFF USE ONLY]**

By signing this Reservation, NON-FOOD VENDOR acknowledges that:

1. NON-FOOD VENDOR has had the opportunity to review this Reservation.
2. NON-FOOD 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

_____

NON-FOOD VENDOR Company

_____

Authorized NON-FOOD VENDOR Signature