

# **MARKET INFORMATION**

EVENT DATES/TIMES: FRIDAY, NOVEMBER 16, 2018, 3-6 PM, SATURDAY, NOVEMBER 17, 6 AM- 4PM, SUNDAY, NOVEMBER 18, 6AM-1PM ARRIVAL TIME: FRIDAY, NOVEMBER 16 2018 STARTING AT 7 AM SET UP BY 2:30 PM LOCATION: PLAZA BETWEEN MAHAFFEY THEATER AND DALI MUSEUM LOCATION (KIDS ZONE): ALBERT WHITTED PARK, 480 BAYSHORE DR SE, ST. PETE DEADLINE TO RESERVE SPACE: OCTOBER 31, 2018

## **VENDOR INFORMATION**

COMPANY/PRODUCT NAME:	
BUSINESS/PRODUCT TYPE:	
VENDOR CONTACT NAME:	
MAILING ADDRESS:	
E-MAIL:	
PHONE:	
WEBSITE (IF APPLICABLE):	
BOOTH SIZE REQUESTED:	10X10 (\$250)- KIDS ZONE ONLY (SATURDAY) 10X10 (\$400) 10X20 (\$550) SUNDAY SET UP (+ \$150 FOR VENDORS FRIDAY-SUNDAY)
PLEASE NOTE THAT THIS IS AN O BOOTH INCLUDES A 6 FT. TABLE	DUTDOOR VENUE – VENDORS SHOULD BRING A TENT & TWO CHAIRS (IF REQUESTED)
DO YOU REQUIRE ELECTRICIT	Y (\$75 ADDITIONAL)?
NAME(S) OF BOOTH STAFF:	
PLEASE PROVIDE A DETAILED ACTIVITIES, MERCHANDISE, G	DESCRIPTION OF YOUR BOOTH (IE. PRODUCT OR SERVICE, IVEAWAYS):

# **VENDOR AGREEMENT**

## **CANCELLATION POLICY**

A signed contract and full payment must be received by October 31, 2018, although the earlier you reserve space the better the space location. Set-up cannot begin until full payment has been received. Cancellations made within 5 business days of the event date are subject to a \$150 cancellation fee.

#### SET-UP

Set-up and tear-down (except for tables and chairs) are the responsibility of the vendor. All tents require (4) 25 lbs weights and no stakes are allowed to protect the grass. Set-up begins at 7am on Friday, November 16th, 2018. For vendors who are setting up on Sunday, November 18 in Athlete Village, items will need to be moved to Albert Whitted Park (except tables and chairs) and be set up by 10 pm on November 17. Vendors who participate on Friday and Saturday will be eligible to set up on Sunday, November 18th. Overnight storage of equipment is allowed in Plaza area (November 17) and Albert Whitted Park for those exhibiting on November 18 and security will be provided. Vendor rental includes one 6ft. table and two chairs. Vendors are encouraged to bring their own table covers and company signage. Vendor spaces will be marked with the name of the company/vendor. Arrangement of merchandise and promotional materials in the booth must be attractive, neat and orderly and should be displayed during all market hours. Distribution of printed materials or small novelty items is limited to vendor's booth.

#### ELECTRICITY

Electricity will be available upon request for a \$75 fee. Vendors should bring their own heavy duty 3 prong grounded extension cord to the Expo. If electricity or other special services are required, please request them in the Expo Application form and let us know how we can help.

#### PARKING

Parking is available for vendors next to the Albert Whitted Park which is conveniently located only across the street from the Plaza area. A parking pass will be provided and is required.

#### **POLICY AND PROCEDURES**

All vendor tables must be staffed during Expo hours. Exhibitor personnel should remain in the confines of their booth during the Expo.

Vendors may not create any hazard or impose undue hardship to the event facilities, staff, operations, or visitors, or interfere with the production of the St. Pete Run Fest races.

#### **Ocean Friendly Event:**

Saving our planet and keeping our oceans clean is important, please abide by the following guidelines:

-No styrofoam use; replacements are recycled, recyclable, compostable, or biodegradable

- -No plastic bags
- -No plastic straws/lids

And choose a minimum of three of these criteria as well:

-Only reusable tableware is used for onsite dining and utensils

-No beverages sold in plastic bottles

-Discounts offered for customers with reusable cup, mug, bag, etc.

-Paper reduction practices (digital receipts, post-consumer recycled paper used, paper recycling etc.)

#### **PROHIBITED MATERIALS:**

St. Pete Run Fest prohibits the following: firearms, live animals, fog or special effects smoke, and open flames. The expo premises may not be used for any unlawful, illegal or immoral purposes. Vendor shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction over the premises) relating to the use, condition, or occupancy.

### FOOD

Only fully-contained food vendors already permitted by the City of St. Petersburg, and who have passed a city health inspection may sell food. Gum is prohibited from distribution. Pre-approved free samples may be allowed.

### LIABILITY AND INDEMNIFICATION

Vendor and their employees, agents, members, invitees, directors, officers and contractors hereby release, discharge and acquit forever the City of St. Petersburg and EndorFUN Sports LLC and its personnel, agents, employees, members, officers, directors, contractors, representatives, attorneys, affiliates, successors and assigns (collectively, the "Indemnities") from any and all claims, demands and causes of action, of whatever nature, whether in contract or tort, known or unknown, arising as the result of any action or lack of action by the City of St. Petersburg or EndorFUN Sports LLC in connection with the Vendor's use of the expo premises. Vendor shall indemnify, defend and hold harmless the City of St. Petersburg, and EndorFUN Sports LLC from and against any and all obligations, demands, claims, liabilities, damages, penalties, or judgments and alleged obligations, demands, claims, liabilities, damages or penalties, and losses for the death or injury of any persons whomsoever and for damage to or for loss of property (including loss of use thereof) directly or indirectly attributable to, arising out of, or in any way related to Vendor's use of the expo premises or any portion thereof, even though caused without negligence or fault of the Vendor and even though caused by the sole, joint or concurrent negligence or fault of the Indemnities. This indemnity agreement is intended to indemnify the Indemnities against the consequences of their own sole negligence or fault and against the consequence of their negligence of fault occurring jointly or concurrently with the negligence or fault of Vendor. Vendor itself and its insurers waive any and all rights of subrogation with respect to claims against the City of St. Petersburg and EndorFUN Sports LLC, and any of the other named or referred to Indemnities. The City of St. Petersburg and EndorFUN Sports LLC shall have no responsibility to Vendor for injury, death, damage, or loss occasioned by: (a) the acts or omissions of any person within, or about the Expo premises, (b) fire, act of God, public enemy, injunction, riot, strike, war, court order, requisition or order of governmental body or authority, (c) the use or occupancy of the Expo premises or the adjacent parking lot, (d) vandalism, theft, burglary and other criminal acts (other than those committed by the City of St. Petersburg or EndorFUN Sports LLC), (e) water leakage or any defect in the Expo premises, the systems within the Expo premises, the parking lot, or services provided by the City of St. Petersburg or its employees or contractors, or pipes, air conditioning, heating or plumbing, or (f) the repair, maintenance, destruction, or condition of the Expo premises. The City of St. Petersburg and EndorFUN Sports LLC shall have no obligation to repair, maintain, restore or replace the premises, or parking lot, or otherwise be liable for any damage or destruction thereto or to any of Vendor's property. The City of St. Petersburg and EndorFUN Sports LLC shall not be responsible for loss of or damage to any vehicle or their contents parked in the parking garage. ENDORFUN SPORTS LLC will provide overnight security from Friday, November 16 at 6pm until Saturday, November 17 at 6am. Security will be provided at Albert Whitted Park until 6 am Sunday, November 18. Vendors are encouraged to pack away and secure small and/or valuable items overnight. Vendor assumes liability for security of their booth during all other times.

#### **RELINQUISHMENT OF OCCUPANCY**

Vendor agrees that the event will end at the departure time, and that it will vacate the Expo premises within 45 minutes thereafter, and that it will leave it in the same condition as Vendor found it upon arrival. Extra charges will be assessed if expo space or equipment is damaged or destroyed.

In the event of any litigation in relation to this Agreement, the unsuccessful party, in addition to all other sums that either may be called on to pay, shall be required to pay a reasonable sum for the successful party's attorney's fees, paralegal fees and other costs of litigation.

## FLORIDA LAW TO APPLY

This agreement shall be constructed under and in accordance with the laws of the State of Florida and all obligations of the parties created hereunder and performable in Saint Petersburg, Florida. Vendor acknowledges that the City of St. Petersburg and EndorFUN Sports LLC have made no warranties to Vendor as to the condition of the premises, either expressed or implied.

I have read, understand and agree to adhere to all the policies set-forth in this agreement. Agreed to and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Authorized Signature:\_\_\_\_\_

Authorized Signee Name: \_\_\_\_\_

Title\_

Please complete, sign and return with check made payable to ENDORFUN SPORTS LLC to:

Endorfun Sports 1200 Eden Isle Blvd. NE Saint Petersburg, FL 33704

Payment Check #: \_\_\_\_\_\_ For credit card payment via Square, please call (727) 592-8108. Please note that credit card payments will incur a 4% transaction fee.

Your space is not reserved until full payment is received.