

## City of Apopka Halloween in the Park Vendor Application

Date: October 23, 2021 at 9 AM to 12 PM

Location: Kit Land Nelson Park, 11 N. Forest Avenue, Apopka, FL 32703



Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

### Halloween in the Park

Is a fun & safe trick or treat alternative for the children of Apopka. Local businesses and organizations are invited to set up a Halloween themed booth and hand out individually wrapped candy or small toys/prizes to the children in attendance.

Prize ribbons will be given to the top 3 best decorated/themed booths. (Not too scary, please!) There is no booth fee, but vendors should be prepared to have up to 3,000 children attend and must bring their own table, chairs, etc.

In addition to trick or treating, there will be kids' games and activities & a costume contest. If you would like to participate, please fill out the information below and return it to Carolyn Ray [events@apopka.net](mailto:events@apopka.net).

#### Trick or Treat Vendor Booth: FREE

- Provide individually wrapped candy to the kids trick or treating (approx. 3,000)
- Your display must fit within your selected footage.
- Vendors are accepted on a first come first serve basis
- Booth space only, tents, tables and chairs are the responsibility of the business

#### Event Sponsor: \$200

- Mention in all advertising, including press releases and flyer distributed to schools, posters and all social media leading up to the event.
- Name will be mentioned throughout the event, booth space at the event to set up a tent/table and market your business to event guests. (table, chairs tent to be provided by the sponsor.)
- JPEG or Vector logo image required for advertising.

## TERMS OF VENDOR AGREEMENT

### VENDOR SPACE

1. Vendors should have adequate protection for inclement weather. Event is rain or shine. Be prepared.
2. The City reserves the right of approval of the vending unit; a self-contained unit may need to meet certain size restrictions. All items must fit within your designated area. This includes signage and rear storage area.
3. Absolutely NO VEHICLES are permitted inside event grounds after load-in is complete.
4. Private golf carts are prohibited on the festival grounds.
5. Vendor shall not solicit or conduct any business-related activities or sample or distribute promotional material away from assigned vendor booth without prior approval of the City.
6. Vendor agrees to jointly and severally indemnify and hold harmless the City of Apopka and all of the City's officers, representatives, employees, agents, instructors, volunteers, and/or other persons or entities acting for them arising out of, or resulting from any damages, injuries, or illness from any and all liability, including any injury to or death of any person, or damage to or destruction of property in or about the premises; defense costs, including attorney's fees and all other fees incidental to defense; loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from the event.
7. Vendor accepts decision of the City of Apopka in disputes between Vendor and any other event participant or on any matter not covered by this agreement.
8. The City of Apopka does not guarantee sales or make representation as to sales volume.
9. Food vendors shall provide the City of Apopka with a certificate of liability insurance listing the City of Apopka as additionally insured in respect to general liability in the amount of \$1,000,000 minimum coverage along with a waiver of subrogation in respect to general liability. If applicable and as for by the event supervisor.
10. Vendor will remain on site for the duration of the event, and will not be permitted to load out until the event concludes.

### CARE OF ALLOCATED SPACE AND VENDING UNITS

1. Vendor shall maintain allocated space and vending area in a neat, safe, extra clean and orderly condition during the event.
2. Vendor shall be responsible for set-up and removal of their own equipment, fixtures and inventory.
3. Set up times will depend on the time of the event. Vendors are required to attend the full event.
4. Vendor shall furnish trash containers and bags, and bag all garbage and dispose of trash in pre-selected dumpster on a regular basis during the festival. Vendors shall NOT dispose of trash in concert area trash cans. These are for attendees only. Vendor agrees to leave the space at the end of the event in the same condition as when Vendor arrived. Absolutely **NO DUMPING** of any material in park.

### SUBLETTING, ASSIGNMENT, LICENSING

Vendor shall not sublet, share, assign, or donate allotted space, in whole or in part. Vendor shall occupy only the assigned space. VENDOR SHALL NOT SELL, DISPLAY OR DISTRIBUTE any material or goods with artists' image(s) or event logos or trademarks without express written consent and valid license or authority agreement.

### TERMINATION

The City of Apopka may, at its election, terminate the Agreement between the City of Apopka and Vendor any time upon breach. Upon termination, Vendor shall have no rights and the City of Apopka shall have no obligations under the said Agreement.

### PAYMENT

Payments are due upon signing contract.

### VENDOR CANCELLATION

Written cancellation notice must be delivered to the City of Apopka Events office before the date of the event. Cancellations after that time may result in forfeiture of deposits and fees. Please note that this event is RAIN OR SHINE and no refunds will be issued due to inclement weather. If it is a paid event.

### LICENSE & USAGE

Vendor hereby grants City of Apopka a limited, non-exclusive license to use vendor's trade names, trademarks, service marks and other proprietary information [the "Proprietary Information"] owned by the vendor. City of Apopka agrees that the Proprietary Information will be used only in connection with the 2021 Event to provide the benefits set forth in the agreement and such other benefits as vendor and City of Apopka may agree. City of Apopka's use of the Proprietary Information is subject to the approval of the vendor's designated representative, which approval will not be unreasonably withheld.

### VENDOR UNDERSTANDINGS

No portion of the vendor payment or in-kind services is subject to being refunded for any reason except as provided herein. Vendors are not exclusive unless otherwise set forth in the Proposal.

### AMENDMENTS

This agreement may be amended only by a written instrument executed by both parties.

### LOSS OR THEFT

The City of Apopka is not responsible or liable for any loss vendors may incur due to damage from fire, theft, windstorm, rain, repossession, or from any other cause whatsoever.

### MISCELLANEOUS

This agreement is governed by Florida law and is binding upon all of the parties' successors and assigns.

Vendor Name Printed: \_\_\_\_\_

City of Apopka Staff Printed: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

City of Apopka Staff Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_