☐ Sponsor ☐ Non-Profit ☐ Arts & Craft ☐ Commercial/Retail ☐ Food ☐ Entertainment **Approved** ☐ **Rejected** ☐

☐Application Fee ☐Booth Fee ☐Signed Waiver ☐Signed Agreement ☐e-Confirmation ☐ **Insurance** Authorized by: _____

---------- **Do not write above this line** ----------

4th Annual Treasure Coast Pirate Fest - September 10th & 11th 2011

Vendor/Booth Space Application

(Please print legibly)

Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Cell phone # used at event: _____

EIN, TAX ID or SS#**:**_____Website: _____

E-mail _____

Confirmation of acceptance and space assignments will be sent via e-mail.

Year _____ **Make** _____ **and Model** _____ **of your vehicle at the event.**

Vehicle License Plate #_____ **Trailer License Plate #**_____

The above information is required to help minimize the possibility of your vehicle being towed or impounded by the local municipalities.

Be sure to indicate the type of booth space you are requesting by marking the appropriate box.

☐ Sponsor ☐ Non-Profit ☐ Arts & Craft ☐ Commercial/Retail ☐ Food ☐ Entertainment

**** PLEASE INCLUDE A PHOTO OF YOUR PRODUCT AND BOOTH DISPLAY FOR CONSIDERATION******

Food and Amusement vendors must provide a Certificate of General Liability Insurance.

Note to Artists and Crafters: If you mass produce, or sell any item not made entirely by you or by hand, you **must** select Commercial/Retail.

List below all products sold, displayed, distributed, and or demonstrated: If another sheet is needed, attach it to this application and place a check mark in this box. ☐

_____

_____

Enforced at the sole discretion of POTTC; the failure to fully disclose these items may result in the removal of said item, a monetary fine, the closure of your booth and or your removal from the event

Separate checks for Application Fee and Booth Fees are required for processing.

Number of 10′ x 10′ Booth Spaces _____ Do you require contiguous spaces? Yes☐ No☐

Application Fee $_25_ Booth Fee $_____ Make all checks Payable to**: Treasure Coast Pirate Fest**

Only one application fee is required per applicant. Booth fees are available at www.Treasurecoastpiratefest.com

*This event is held rain or shine*Application fees are non-refundable.*Submission of an application does not guarantee your acceptance.* Booth Fees are non-refundable, with the exception of your application being rejected; your Booth Fee will then be refunded.*POTTC reserves the right to move, discontinue, or limit the participation of any approved applicant at any time. *Approved applicants are solely responsible for their compliance with all relevant state, local, and federal health regulations, codes, licenses, insurance, and taxes.

I, the undersigned, have read and agree to the terms and conditions, and will adhere to the Rules and Regulations set forth by Pottc.

Applicant's Signature _____

Date _____ Printed Name _____

Form 11024120POTTC

Mail your photos, signed Agreement, Waiver, and completed Application with 2 separate checks to:

Applications Department
Pirates of the Treasure Coast C/O TCPF 2011,
1128 Royal Palm Beach Blvd. Suite 169 Royal Palm Beach, FL 33411

2011 Treasure Coast Pirate Fest

2011 Treasure Coast Pirate Fest

Event Rules and Regulations - Terms and Conditions

Pottc doc-rev. 20110326

Vendor / Booth Agreement

- **The Event will provide a 10'x10' space**. Only one vendor per space, NO Subletting or Sharing of Space Allowed.
- Vendors will provide their own canopy, tables, chairs, extension cords, display, etc.
- Vendor's canopy must fit within their booth space and be constructed to withstand inclement weather conditions.
- Canopies must be weighted on all four corners**.** (You are responsible for any and all damages caused by your canopy.)
- Canopies must have an attached label or tag to prove it was manufactured of flame-retardant materials.
- It is recommended (but not required) that all vendors have a fire extinguisher at their booth.
- It is **MANDATORY** that **ALL FOOD & AMUSEMENT VENDORS** have adequate fire extinguishing equipment at their booth with current certification tags attached and ready for inspection by the Fire Marshal**,** this includes a Class K extinguisher if fryers are used.
- **All fees** must be paid in full prior to the event.
- **Booth Fees** are non-refundable, with the exception of your application being rejected; your check will then be marked void and destroyed. Please provide a self-addressed stamped envelope if you wish to have your voided check returned to you.
- Submission of an application does not guarantee your acceptance. Application fees are non-refundable. Checks may be cashed upon receipt. If your check is cashed and you are later rejected, your booth fee will then be promptly refunded.
- **This event will be held rain or shine.** There will be no refunds for failure to show, inclement weather, cancellation, or any reason other than the rejection of your application.
- **Confirmation or rejection** of acceptance will be sent via e-mail or US Mail if a self-addressed stamped envelope had been provided.
- **Space assignments** including setup times, will be sent via e-mail approximately one week before the event.
- **The Event does <u>not</u> provide power.**
- Only QUIET GENERATORS will be permitted**.** If your generator is deemed by Pottc or Event Staff to be disruptive to your neighbors or the event, you must agree to immediately discontinue its use.
- **SECURITY;** although security may be provided at the event, Vendors are fully responsible for their own personal property. Neither Pottc nor the event will assume liability for any losses that you may incur.
- **SALES TAX:** Vendors are responsible for collecting and reporting their own sales tax.
- **Approved Applicants** must sign a WAIVER OF LIABILITY before occupying a booth space.

- **Cooperation with local authorities is mandatory.** (I.e. State, County, and City employees, event staff and volunteers.)
- Pottc reserves the right to move, discontinue, or limit the participation of any approved applicant at any time.
- Approved applicants are solely responsible for maintaining their compliance with relevant state, local, and federal health regulations, codes, licenses, insurance, and taxes.
- **Compliance,** Failure to comply with the Rules and Regulations governing this event may result in your expulsion from the event without refund.

- **Exclusivity** will not be granted to any one vendor; however precautions will be taken to limit duplication of similar items. Sales will be restricted to those items listed on your approved application. You will be notified prior to acceptance if any of your listed items are required to be removed from your item list. Only sponsoring companies or entities may request exclusivity on certain products and services, if their request is granted; affected vendors will be notified prior to the event of their new limitations. If an affected vendor is not able to accept their new limitations, they may request to have their application rejected, and receive a refund in the amount of their booth fee. The vendor further understands that they are not entitled to receive any additional compensation.
- **Vendor selling** items that were not approved in their application may be subject to one or more of the following; Confiscation of the unapproved item(s), a monetary fine up to $200.00 (payable on demand), your expulsion from the event without refund.
- **The Sale of Fire Arms, Obscene Materials, Stolen Merchandise, and Illegal Paraphernalia are forbidden.**
- **Alcohol** may only be sold with valid licensing and the expressed written approval of the event and Pottc.

2011 Treasure Coast Pirate Fest

This document and the contents herein are the sole property of Pottc (Pirates of the Treasure Coast).

2011 Treasure Coast Pirate Fest

Event Rules and Regulations - Terms and Conditions

Pottc doc-rev. 20110326

- **VENDOR PARKING:** Park only in the designated vendor parking areas. You are required to keep side street spaces available to event patrons/ shoppers for the benefit of all booths at this event, including your own. Parking Violations will be enforced.
- **Unauthorized vehicular traffic** inside the gated or barricaded area during event hours is strictly prohibited. Violators will be charged as causing a public safety hazard and issued a citation by local law enforcement.
- **SET UP:** Unload your product at your assigned booth space and immediately move your vehicle to the designated vendor parking area before you begin your set up.
- **PACK UP:** No early pack up! All vendors must remain for the duration of the event. When the event is officially over, break down your display and pack up your booth before bringing your vehicle inside the event. For the safety of the general public, be sure an ALL CLEAR for vendor pack up has been given before proceeding beyond the event barricades.
- **Photos or video** including sound, may be taken at this event of you, your booth, and or your products or works and used to promote this and future events by Pottc, its affiliates, and other advertising entities.
- **Pottc** may change or adjust the hours or days of the Event due to forces of nature, or other occurrences beyond our reasonable control. Such changes will not be considered a breach of this agreement, and will not constitute grounds for a refund.

Food /Amusement vendors are required to maintain a general liability insurance policy with a minimum of **$1,000,000/$2,000,000** in coverage.
Prior to your acceptance, you will be notified (via e-mail) and asked to submit a Certificate of Insurance naming **Pottc** and ***EVENT or ENTITY NAME TO BE DETERMINED*** each as Additional Insured.

Enforcement of these terms and conditions are at the sole discretion of Pottc
*** Pottc reserves the right to make final interpretation of all event rules***

I, the undersigned, acknowledge that I have read and fully understand this agreement, and that I voluntarily executed the same without inducement or promise not contained herein. I further understand that this agreement may affect my rights and I expressly agree that this agreement shall be construed as broadly as permitted by the law of the State of Florida, and that if any part hereof is declared invalid, the remainder shall remain in full force and effect.

Signature_____ Date: _____

Full Name - Please Print_____

Business Name_____

Title _____

Address_____

City _____ State _____ Zip Code _____

2011 Treasure Coast Pirate Fest

This document and the contents herein are the sole property of Pottc (Pirates of the Treasure Coast).

2011 Treasure Coast Pirate Fest

Waiver, Release and Hold Harmless Agreement

Pottc doc-rev. 20110224

1. **Name of event:** 4th Annual Treasure Coast Pirate Fest
2. **Date(s) of event:** September 9th, 10th and 11th, 2011

I agree and acknowledge as follows:

3. Release of Liability. I, unconditionally waive, release, indemnify and forever discharge and hold harmless, Pirates of the Treasure Coast (Pottc), DBA of Stuart, the event named above, the city and or county the event is held in, all sponsoring organizations, their directors, officers, employees, agents and volunteers, successors and assigns, and all other persons directly or indirectly liable, from all claims of legal or financial liability of any kind, including but not limited to, personal and economic injury, loss, costs, or damage arising out of or in conjunction with the above named festival or event, whether foreseeable or unforeseeable, including those resulting from negligence or fault, without regard to any hazards which may exist, whether hidden or obvious.

4. Severability. If any part of this Waiver and Release is found to be invalid, all other parts of this agreement shall remain binding and continue in full force and effect. I expressly agree that this agreement shall be construed as broadly as permitted by the law of the State of Florida.

5. Acknowledgment of Voluntariness. I have not been pressured or coerced in any way to participate in these activities. Any activities I undertake are done so voluntarily and solely for purposes of participating in or attending the above festival or event.

6. Affirmation. I affirm that I am an adult and legally competent to sign this release; that the terms of this release are contractual; and that this release shall be binding on me, my personal representatives, heirs, successors and assigns.

I have fully read and understand the contents of this agreement and I further acknowledge that I voluntarily execute the same without inducement or promise not contained herein.

Signature_____Date:_____

Full Name - Please Print

_____

Title

_____

BusinessName_____

Address_____

City, State, Zip_____

2011 Treasure Coast Pirate Fest

This document and the contents herein are the sole property of Pottc (Pirates of the Treasure Coast).