

Treasure Coast Pirate Fest 2009

Historic Downtown Stuart, Osceola Street, Stuart FL 34994

Mail applications to:

Suzanne King

c/o Treasure Coast Pirate Fest

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ARTISAN APPLICATION

Saturday, September 12, 10-5pm and

Sunday, September 13, 10 am-5pm

**** \$100 non-refundable set up fee includes both days. Space size is limited to 10' x 10'. Electricity is not available. Please make checks Payable to the Downtown Business Association and mail to the above address. Application DEADLINE is August 15, 2009. Once the application is approved, spaces will be assigned on a first come first serve basis.**

Display Guidelines: All booths must be of Pirate, Renaissance or Nautical Theme, and will be juried in by the Association. Vendors, Artisans, and sales staff must be appropriately costumed.

Market hours are 10 am to 5 pm on Saturday and Sunday.

Each Vendor will be responsible for their own Taxes and Insurance.

Name/Business: _____

Contact Person: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Website: _____

Product Description: _____

Items and Prices: _____

For our consideration, please attach photos of booth and product, copies of business license and insurance (if applicable) and any additional information that may be helpful.

The vendor agrees to release and hold harmless the Downtown Business Association and all of its affiliates, from liability for any and all loss or damage, including personal injury.

Signature: _____ Printed Name: _____

Date: _____

TREASURE COAST PIRATE FEST VENDOR GUIDELINES

- The Event will provide a 10x10 space for the initial vendor fee.
- Each additional 10'x10' space is \$100.00
- Initial set up (TBA)
- Vendors must be ready at least ½ hour prior to Festival opening each day.
- Only one vendor per space is allowed. No subletting or sharing booth space.
- Vendors will provide their own canopy, tables, chairs, display, etc.
- All food vendors must be self contained.
- **GENERATORS** will be **PERMITTED**.
- The Event is unable provide power, water or ice.
- Overnight security is provided, however vendors are responsible for their own property.
- Cooperation with local authorities is mandatory.
- Food vendors for must provide the proper licenses and proof of insurance naming Downtown Business Association and the City of Stuart as additionally insured.
- The following items are prohibited for sale: Fire Arms, Alcohol, Obscene Merchandise, and Illegal paraphernalia.
- **VENDOR PARKING:** Unload your product and then move your vehicle to the parking area (TBA), and then set up your display.
- Downtown Stuart parking spaces are reserved for patrons to benefit YOUR business and provide parking for patrons.
- All vendors must remain for the duration of the show. Absolutely no vehicles will be allowed beyond the barricades during street show hours.
- Vendors are responsible for collecting and reporting their own SALES TAX.
- Vendors must **SIGN A WAIVER OF LIABILITY.**
- All fees must be paid in full prior to the event.
- There will be no refunds due to no show, bad weather, cancellation, or any other reason.

ALL OF THE ABOVE TERMS & CONDITIONS WILL BE STRICTLY ENFORCED.

**** ATTACH A PHOTO OF YOUR PRODUCT AND BOOTH DISPLAY. COPY OF BUSINESS LICENSE/PERMIT AND INSURANCE FOR OUR CONSIDERATION*****

AUTHORIZED SIGNATURE:

Printed Name:

Release and Hold Harmless Agreement

The undersigned, being over the age of eighteen (18) years, does hereby request the **Downtown Business Association**, for permission to participate in the **2009 Treasure Coast Pirate Fest**. I understand the benefit of this program / event and I agree to obey all instructions, orders, and commands given me by the officials in charge of the program/event. I acknowledge the risks of participation in this program/event and I may be subject to physical injury or property damage, whether caused by an intentional or unintentional act or omission. In full consideration and acknowledgement of the risks of participation in this program/event, I freely and voluntarily agree to participate in this program/event and accept the risks of so doing.

In consideration of being allowed to participate in this voluntary program / event and receiving the benefit thereof, I, myself, my heirs, personal representative, next of kin or assigns, do hereby forever release, waive, discharge, hold harmless and covenant not to sue the **Downtown Business Association**, its officials, officers, agents, employees, representative, assigns, and insurers, individually and collectively, hereinafter referred to as "releasees", of and from all liability for any and all loss or damage, including personal injury, property damage or death, whether caused by the negligence of the releasees or otherwise, while I am in any way participating in the above described program/event.

I further acknowledge that I have read and fully understand this release and hold harmless agreement, and that I have voluntarily executed the same without any further inducement or promise not contained herein. 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.

Full Name - Please Print _____

Business Name _____

Address _____

City _____ State _____ Zip _____

Title _____

Signature _____ Date _____