

MBOCHCI – VENDOR GUIDELINES & AGREEMENT 2016 JOUVERT

1. MBOCHCI reserves the right to remove any vendor from the festival site for violation of any of the established rules and Agreement herein and on the Application Form. The vendor shall not be compensated for the occurrence of any such action taken including the confiscation of unauthorized goods or products.
2. MBOCHCI shall retain the sole rights for the sale of beer, alcoholic and nonalcoholic beverages on any and all of our Events Premises. However, only food vendor who obtains permission from MBOCHCI will be permitted to sell nonalcoholic homemade tropical beverages which must be served in plastic or foam cups. Violators are subject to immediate removal by the Police and there will be no refunds.
3. For Event Day, Saturday, October 8, 2016 vendors shall be allowed to sell between the hours of 8:00 a.m. to 2:00 p.m. Proper space should be requested when application form is submitted. Vendor shall be held liable for any submitted errors.
4. Each individual Vendor shall be responsible for collection, reporting and payment of the Florida Tax for the sale of any items on the day of the event, and shall in no way hold MBOCHCI or its representatives responsible. Payments must be made separately in the amount of \$100.00 (food vendors), \$75 (craft vendors) payable to the “**Florida Department of Revenue**” in the form of a Money Order or Cashier’s Check. MBOCHCI will collect payment on behalf of FDR.
5. **NO AMPLIFIERS or SPEAKERS** shall be permitted other than those approved by MBOCHCI. Violators are subject to removal from the event by the Police. There will be no refunds.
6. Vendor agrees to sell **ONLY THE ITEMS LISTED** on its Application Form and approved for sale by MBOCHCI on the applicable premises in the assigned or designated space(s).
7. **LOAD-IN** on Saturday, October 8, 2016 will be from **5:00 a.m. until 6:30 a.m.** **VENDORS WILL NOT BE ALLOWED LOAD-IN AFTER 6:30 A.M.** Vendor’s vehicle not parked in the designated area shall be towed at Vendor’s expense. Vehicle permits will be retrieved by an MBOCHCI representative upon entering the venue.
8. Vending Areas must be vacated by 4:00 p.m. on the day of the event. Vendor must clear their respective areas and must provide their own industrial strength commercial grade plastic bags for garbage clean-up in and around their immediate surroundings.

9. Food vendors: Proper containers must be utilized for the recovery of used oil and grease. Professional Regulators will be checking on these items. **HEAVY FINES WILL APPLY. PRODUCTS LEFT FROM COOKING MUST NOT BE DISCARDED ON THE PREMISES.**
10. TENTS (10x10) shall be provided in designated spaces. Vendors must provide their own chairs, tables, decorations, GENERATORS and ELECTRIC CORDS (INDUSTRIAL/COMMERCIAL GRADE) for electricity hook up. WATER will be available on the premises, however, vendors are advised to bring their own containers of water.
11. Cooking Vendors must possess, at a minimum, a 2A-10BC FIRE EXTINGUISHER in their Vending area. (There is NO EXCEPTION to this rule).
12. MBOCHCI shall provide an Ice Truck on the Premises for the sale of ICE.
13. The State of Florida Department of Business and Professional Regulation (DBPR) requires a temporary food service permit for those vendors without a current valid Restaurant Operator License. The cost is \$91.00, payable by MONEY ORDER to the **“DBPR- Division of Hotels & Restaurants.”** MBOCHCI will collect payment on behalf of DBPR in order to alleviate gate congestion. Inspector will be on site to collect permit fees from MBOCHC and check for Permits, before the event opens. Please call (850) 487-1395 for any questions you may have concerning this Permit and the process.
14. Vendor shall be required to provide proof of current insurance coverage to MBOCHCI, in an amount of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit, per occurrence, for bodily injury, including death. Such proof of insurance shall be submitted to MBOCHCI upon submittal of the application and list **MBOCHCI, its Corporate Sponsors, Central Broward Regional Park, Broward Board of County Commissioners and the City of Lauderhill, as additionally insured on the certificate**
15. Vendor space will be guaranteed when full payment is received and proof of General Liability Insurance is obtained. Booth payment is non refundable. (See application for price structure).
- 16. ABSOLUTELY NO SALE OF BOOTHS AFTER OCTOBER 5, 2016.**
17. Vendor’s package will be distributed at the Vendors’ meeting on Wednesday, October 5, 2016 at 7:00 p.m. at a venue to be announced.
18. The manufacture, sale or distribution of unauthorized Compact Discs, CD-Rs, DVDs or Cassettes is prohibited. Anyone who may engage in these activities may be subject to criminal/civil prosecution and will be removed from the Venue and there will be no refunds.
19. **Food Vendors** will receive **four (4) Vendor Wristbands** and **two (2) Parking Permits** for admission per 10X10 space purchased. **Craft Vendors** will receive

two (2) Vendor Wristbands and **two (2) Parking Permits** for admission per 10x10 space purchased. Additional vendor wristbands can be purchased at the pre-admission patron price no later than October 5, 2016.

20. PAYMENT MUST BE MADE BY CASHIER'S CHECKS OR MONEY ORDERS ONLY for vending space, payable to Miami Broward One Carnival Host Committee Inc. or MBOCHCI. Mail payment to Miami Broward One Carnival Host Committee Inc., 18425 NW 2nd Avenue, Suite 335, Miami Gardens FL 33169.
21. MBOCHCI, the State of Florida Department of Business and Professional Regulation, the Broward Police Department, Broward Fire & Rescue and their agents and/or assigns, reserve the right to inspect the designated vending area(s) for violations of any of the above provisions.
22. Vendor acknowledges that this agreement has been read and agrees to follow all rules and guidelines as directed. This Agreement is subject to vendor satisfactorily submitting all requested application materials, and full payment of all designated fees. It is the responsibility of the vendor to be aware of these Rules and Guidelines as well as all applicable governing laws. It shall be vendor's duty to insure that all employees and agents of vendor are knowledgeable of and abide by all Rules and Guidelines and applicable governing laws.
23. Vendor shall assume full responsibility for vendor's conduct and for the conduct of its employees, subcontractors, suppliers, or any other person associated with vendor and shall indemnify and hold harmless MBOCHCI, its agents, officers and employees from and against all claims, liabilities, suits, damages, costs and expenses, including reasonable attorneys' costs and fees, related to (i) vendor's breach of this Agreement, and (ii) for injury to, including death of, persons (whether they be third persons or employees of the parties hereto) or any loss of or damage to property in any manner arising from the negligence of vendor.
24. Vendor is an Independent contractor and nothing in this Vendor agreement should be construed as forming a partnership of any kind with MBOCHCI, its Corporate Sponsors, Central Broward Regional Park, Broward Board of County Commissioners and the City of Lauderhill.

(Authorized Signature of Vendor)

(Date)

Print Name: _____

DO NOT WRITE BELOW THIS LINE

MBOCHCI STAFF: Keep a Signed Copy in Vendor File. Note Assigned Space# _____