



**AFRIKIN® VENDOR/EXHIBITOR APPLICATION & AGREEMENT**

Event Date: **March 15, 2019 • 5PM – 11PM**

**APPLICATION DEADLINE: WITHIN 20 BUSINESS DAYS OF RECEIPT**

**VENDOR & EXHIBITOR AGREEMENT CHECKLIST**

- Complete and sign the application (pages 1-2)
- Read the Terms and Conditions on pages 6-19 and read and sign the Agreement on page 20
- Enclose full rental payment and security deposits

**APPLICATION**

**VENDOR INFORMATION**

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

Website: \_\_\_\_\_

Fed ID or Soc. Sec. Number: \_\_\_\_\_

**COMPANY DESCRIPTION AND CONCEPT:** Tell us a little bit about your company. What makes your company/product/service unique? How will your company enhance the AFRIKIN® experience? Write in the space below.



**DETAILED PRODUCT DESCRIPTION** List the items you propose to sell and their corresponding prices. Attach an addendum (i.e. menu, price list, catalog, list of additional items etc.) to this application, if applicable.

1.

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**VEHICLES** Please list the vehicle(s) being used on the event premises during the event.

Vehicle Make/Model: \_\_\_\_\_ Plate Number: \_\_\_\_\_

Vehicle Make/Model: \_\_\_\_\_ Plate Number: \_\_\_\_\_



**EMPLOYEES** Please list the names of your employees who will work during the event and on which day(s) of the event they will work.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**BOOTHS**

**Booth Fees for Event:**

___	Corporate (10x10)	\$2500.00
___	Artisan (10x10)	\$550.00
___	Informational (10x10)	\$1000.00
___	Food (10x10)	\$1250.00
___	Extra Light	\$20.00
___	Venue Surcharge	\$50.00
___	Late Registration	\$50.00 (If application is submitted after <b>March 1, 2019</b> )

**SECURITY DEPOSIT: (returned 72 hours after event)**

___	Food	\$150.00
___	Arts & Crafts	\$50.00

**TOTAL EVENT FEES:** \_\_\_\_\_

***\*Booth fees are non refundable***



## PAYMENT

ALL EVENT FEES MUST BE PAID IN FULL AND ARE ON A “FIRST COME, FIRST SERVED” BASIS. Completed applications must be marked by March 1, 2019 to be considered. Incomplete applications will not be considered.

Fees must be paid via PayPal, money order, or cashier’s check and received BEFORE March 1, 2019.

**Please send complete application, fees, deposits, and company logo. Make money order or cashier’s check payable to:**

**AFRIKIN®**  
**6815 Biscayne Blvd #103365**  
**Miami, FL 33138**

**Via PayPal:** [paypal@afrikin.org](mailto:paypal@afrikin.org)

**Vendor Coordinator Info:**  
[vendor@afrikin.org](mailto:vendor@afrikin.org)  
**Tel: 305.900.5523**

## REMINDERS

PLEASE ENCLOSE ADDITIONAL DEPOSITS WITH YOUR PAYMENT FOR THE LIGHT RENTAL, SECURITY DEPOSIT. DEPOSITS WILL BE REFUNDED 72 HOURS AFTER EVENT UPON BOOTH INSPECTION AT THE END OF THE EVENT.

All VENDORS (except nonprofits) MUST PAY THE CITY BRT (Business Regulatory Tax) OR HAVE A BUSINESS RECEIPT TO CONDUCT BUSINESS IN THE CITY. The city fee is currently \$91.

All fees must be paid by cashier’s check or money order on-site first day of event. For your restaurant or business to be exempt from city fees, you must have proof of a current business operating in the City and the vending stall on the day is falling under that umbrella to avoid the \$91 fee for local businesses. Nonprofits **do not** pay a tax but must have proof of their current 501(c) 3 tax-exempt status on hand, and submit a copy with this application.

Each vendor will receive a maximum of 4 vendor wristbands including licensee.



VENDORS ARE RESPONSIBLE FOR LEAVING THEIR AREA FREE OF LITTER AND DEBRIS.

The SECURITY DEPOSIT of \$150 for food vendors, \$50 for artisan vendors, and \$300 for nonprofit vendors is to secure cleanup and return of event tables and chairs at the end of event. VENDOR'S INITIAL SECURITY DEPOSIT WILL BE RETURNED ONLY AFTER A VISUAL INSPECTION AND WRITTEN RELEASE BY AFRIKIN®. WHEN DEBRIS IS CLEARED AND GROUNDS CLEANED TO AFRIKIN'S SATISFACTION, THE INITIAL SECURITY DEPOSIT WILL BE RETURNED WITHIN **3 BUSINESS DAYS AFTER THE EVENT**. VENDORS THAT LEAVE THEIR AREAS IN AN UNACCEPTABLE CONDITION WILL FORFEIT THEIR DEPOSIT. ALL COOKING OILS OR COALS SHALL NOT BE DISPOSED OF ON THE GROUNDS, BUT SHALL BE TAKEN BACK TO THE VENDOR'S PLACE OF BUSINESS, OR DEPOSITED WITH COMPOST COMPANY ON SITE WHERE APPLICABLE.

### **VENDOR/EXHIBITOR AGREEMENT**

**I hereby express that all vendor information contained herein is accurate.**

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_



## TERMS AND CONDITIONS

This **AGREEMENT** (the "Agreement") is made and entered into effective as of signature date (the "Effective Date") by and between AFRIKIN, L.L.C., hereinafter referred to as the "Festival," and the below named firm or person, hereinafter referred to as "Exhibitor".

**WHEREAS**, Festival is producing event on March 15 of 2019 (the "Event" or "Event Dates") at location (the "Event Grounds") in South, Florida; and Exhibitor desires to rent a booth from Festival (the "Booth") for the limited purpose of selling specified goods and services on a non-exclusive basis on the Event Dates and on the Event Grounds in accordance with the terms and conditions set forth and contemplated herein and for a charitable purpose and; Festival desires to donate such Booth(s) to Exhibitor for such charitable purpose in exchange for the consideration specified herein.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **AFRIKIN, LLC** [hereinafter "Festival"] reserves the right to accept or not accept this application. Festival reserves the right to remove any vendor violating any of the Terms and Conditions including the total forfeiture of all fees paid. Final determinations are at the sole discretion of the Festival.
2. **EXHIBITOR REPRESENTATIONS AND WARRANTIES.**
  - a. **Charitable Organization.** If applicable, Exhibitor has represented and warranted to Festival that (i) Exhibitor is a charitable organization under Section 501(c) of the Internal Revenue Code; that no part of the proceeds of the Goods or services intended to be sold during the Event shall inure to the benefit of any private interests or to any private shareholders or individuals; (ii) Exhibitor is either organized under the laws of the state of Florida as a Florida Not For Profit or is a Foreign Non Profit entity or similar entity duly qualified to transact business in the State of Florida, and is currently in good standing with the state of Florida; if Exhibitor intends to solicit contributions from Event attendees, Exhibitor represents and warrants that Exhibitor fully complies with all applicable laws, including Chapter 496, Florida Statutes and is registered with the Florida Division of Consumer Services or other applicable agencies.
  - b. **Material Inducement.** Exhibitor acknowledges and agrees that the foregoing representations and warranties constitute a material inducement for Festival to enter into this Agreement and but for such representations and warranties, Festival would not otherwise enter into this Agreement with Exhibitor.



- c. **Supporting Documentation.** If applicable, Exhibitor shall, upon request by Festival, provide all supporting documentation evidencing Exhibitor’s Federal Tax Exempt status as a Charitable Organization under Section 501(c) of the Internal Revenue Code, that Exhibitor is a Florida Not For Profit corporation organized under Chapter 617, Florida Statute, or any other documentation reasonably necessary to support the representations contained herein.
3. **TERM.** This Agreement shall commence on the Effective Date of this Agreement and shall expire on December 31<sup>st</sup>, 2019 or upon the performance of all post-event obligations of Exhibitor (as determined by, and to the satisfaction of, Festival), whichever is later (the “Term”).
4. **GOODS.** Exhibitor shall sell those certain Goods and services described or listed on the Application (the “Goods”) during Operating Hours and all such Goods intended to be sold during the Event shall be approved in advance by Festival, in Festival’s sole and absolute discretion. Application is attached hereto and made a part hereof. Once Goods are approved by Festival, Exhibitor shall not amend, supplement or in any way modify such approved Goods without the express written consent of Festival, which may be withheld, conditioned or delayed in the sole and absolute discretion of Festival. Exhibitor agrees to pay to Festival, \$1,000 per each violation of this Paragraph.
  - a. **BEVERAGE EXCLUSION. LIQUIDS ARE NOT PERMITTED FOR SALE OR TO BE GIVEN AWAY AT THE FESTIVAL WITHOUT WRITTEN PERMISSION.** Exhibitor shall not display, sell or otherwise distribute any Beverages during the Event and acknowledges and agrees that any violation of this provision shall constitute a material breach hereunder. Violation of this restriction will result in termination of the Vendors’ right to vend and immediate removal from the festival. For purposes of this Agreement, “Beverages” shall mean any liquids suitable for human consumption, whether alcoholic or non---alcoholic, including water, coffee, tea, ice, frozen items or desserts (*i.e.*, ices, ice cream, frozen lemonade, frozen hot chocolate), frozen liquid(s) or any other products or liquids intended to be, or suitable for, consumption by humans as reasonably determined by Festival.
  - b. **FOOD EXCLUSION.** Merchandise / Artisans Vendors shall not display, sell or otherwise distribute any Food during the Event and acknowledges and agrees that any violation of this provision shall constitute a material breach hereunder. For purposes of this Agreement, “Food” shall mean items intended and suitable for human consumption as determined solely by Festival, including snacks, candies or candy bars.



5. **PRICES.** Exhibitor shall sell the Goods at the prices designated on the Application (the “Prices”) and all such Prices shall be approved by Festival in advance, in Festival’s sole and absolute discretion. The Application is attached hereto and made a part hereof. Once Prices are approved by Festival, Exhibitor shall not amend, supplement or in any way modify such approved Prices without the express written consent of Festival, which may be withheld, conditioned or delayed in the sole and absolute discretion of Festival. Exhibitor shall pay to Festival, \$1,000 per each violation of this paragraph.
6. **TAXES.** Exhibitor shall be solely responsible for collecting, remitting and filing with any the appropriate governmental body(ies), any and all applicable Taxes due relating to the sale of Goods and services contemplated hereunder, if any, and shall defend, indemnify and hold harmless Festival, its subsidiaries, affiliates, principals, officers, directors, employees and agents, from and against any claims, liabilities or expenses arising from Exhibitor’s failure to comply with the terms of this provision. For purposes of this Paragraph, “Taxes” shall mean any fees, levies, liens, amounts, tariffs, duties or other charges, liabilities, claims, encumbrances, interests due to a governmental body in connection with, as a result of, or in any way relating to, the sale of Goods hereunder, including, value added, sales, use, excise, franchise or payroll taxes.
7. **BOOTH RENTAL.** Exhibitor shall lease the Booth from Festival during the Term in accordance with the terms of the Application.
  - a. **Security and Damage Deposits.** Upon execution of this Agreement, and in addition to the Fee set forth above, Exhibitor shall remit to Festival, a refundable and non-interest bearing security and damage deposit in the sum reflected in the Application (the “Deposit”) to ensure Exhibitor’s performance of its contractual obligations hereunder and to offset any potential damage caused by Exhibitor during the Term. In accordance with the foregoing, Exhibitor shall pay to Festival in an amount representing the Deposit due hereunder. Exhibitor acknowledges and agrees that the Deposit shall not operate as a limitation on Exhibitor’s liability hereunder.
  - b. **Booth Assignment.** Notwithstanding Exhibitor’s preference for a specific Booth location, Festival shall, in its sole and absolute discretion, assign the specific location of the Booth(s) being rented hereunder.
  - c. **No Sublease or Assignment.** Exhibitor shall not assign or sublease any rights under this Agreement nor shall Exhibitor delegate any duties hereunder without the express written consent of Festival. Any attempt(s) by Exhibitor to assign or sublease rights or to delegate duties hereunder in contravention of this





provision shall be void.

- d. **Use; Sale of Goods; Supplies.** Exhibitor shall only use the Booth to sell those certain Goods specified hereunder (the "Permitted Use"). Exhibitor shall not be permitted to sell Goods in any areas of the Event Grounds other than the Booth(s) designated and leased hereunder. Exhibitor acknowledges and agrees that Goods shall only be sold from within the Booth and agrees not to make any sales of Goods from the sides or rear of any Booth. Exhibitor shall also be solely responsible for providing any and all supplies incidental to the sale of the Goods contemplated hereunder, including supplies necessary to withstand inclement weather.
- e. **Tent; Canopy(ies).** Festival shall, at its sole cost and expense, provide tent(s) or canopy(ies) to be used with the Booth during the Event.
- f. **Security.** Exhibitor shall be solely responsible for providing adequate security to secure all Goods, services, supplies and equipment in or about the Booth and the Event Grounds. Exhibitor acknowledges and agrees that Festival shall not be liable to Exhibitor for any lost, stolen, missing or damaged Goods, supplies, equipment, inventory or products. Exhibitor acknowledges and agrees that Festival shall not provide overnight security and Exhibitor shall solely maintain the risk of loss for all Goods, supplies and equipment on Event Grounds.
- g. **Inspection and Access.** Festival shall, at all times, have unlimited access to the Booth(s), as well as, the right, with or without advanced notice to Exhibitor, to inspect same before, during and after the Events for compliance. All determinations of Exhibitor's compliance with the Terms and Conditions are at the sole discrimination of Festival and all decisions are final. Vendors will be given additional information regarding the rules and regulations of Virginia Key Beach Park. By their application to the festival and decision to participate in the festival, all Exhibitors agree to abide by these regulations or face termination of their right to vend and removal from the festival.
- h. **As Is, Restoration.** Exhibitor will tour and inspect the Event Grounds and has acquainted itself with all physical characteristics and attributes thereof, including dumpster locations, ingress and egress routes, emergency procedures, facility and ground rules and regulations, security procedures, and all other characteristics relating to the Event Grounds and accepts the condition "as is" and agrees that the Event Grounds are suitable for the purposes contemplated herein.



- i. **Hours of Operation.** Exhibitor shall cause the Booth(s) to be sufficiently and continually staffed and open for sales, regardless of weather conditions, during the following hours: **March, 15 2019 from 5pm – 11pm** the (“Operating Hours”).
  - j. **Rain or Shine.** Exhibitor understands that the Event shall be held regardless of inclement weather and Exhibitor’s obligations hereunder shall not be excused unless expressly specified by Festival herein.
  - k. **Load Out.** Exhibitor shall be required to load out immediately after each day’s Event, without exception. Load---Out must begin immediately following the conclusion of each Event and all Exhibitor Goods, materials, products, inventory, supplies, equipment and possessions shall be removed from the Booth and Event Grounds immediately following each Event.
  - l. **Signage.** Exhibitor shall only display signs or banners approved in advance by Festival and any such signs or banners shall only be placed within the Booth.
  - m. **No Change.** Exhibitor shall maintain sufficient change at all relevant times, and agrees that Festival shall not be responsible for providing change to Exhibitors.
  - n. **Relocation Right.** Festival shall have the right to relocate Exhibitor to another booth on the Event Grounds, at any time during the Term of this Agreement at Festival’s sole and absolute discretion. In the event of such relocation, Festival shall notify Exhibitor in advance.
  - o. **Displays.** Festival reserves the right to designate the placement of, relocate or cancel any exhibit or display in its sole and absolute discretion.
8. **VENDOR SET UP.** Early set up is permitted. Vendors are permitted entrance to the Facility on **Friday, March 15th 2018 at 12:30 p.m.** through the vendor entrance. Vendors are not allowed to enter the venue through the front gate. Due to space restrictions, there is no allocated Vendor parking. All Vendors are responsible for parking their vehicles off-site. All vehicles must vacate the loading area by 2:30 p.m., the day of the festival. Vendors must have all equipment and food at their designated area in the festival by 2:30 p.m., the morning of the festival. All access to the festival for Vendor setup will be terminated by 2:30 p.m. the day of the festival. Vendors are prohibited from bringing into the festival any materials or food via hand truck, wagons, or any other means after 2:30 p.m. on the day of the festival. Violation of this time restriction will result in termination of the Vendors’ right to vend and immediate removal from the festival. All fees will be forfeited. Please understand that these time



restrictions are necessary to allow sufficient time for the proper inspection of Vendor booths by the Festival, the Department of Revenue, and the Division of Hotels and Restaurants and any other government agencies.

9. **FIRE EXTINGUISHER AND GREASE DISPOSAL.** All food Vendors must have a certified fire extinguisher; a minimum 2A-20BC type fire extinguisher must be at each food vendor location. A minimum 40BC is required if hot grease or oil is used in food preparation (the fire marshal will check the extinguishers). If you use cooking oils or grease, all waste products must be disposed of in the grease trap metal containers provided by the park management. Metal bins are available for charcoal disposal. Dumping of charcoal or garbage on the grass is prohibited. Vendors must take back charcoal with them.
10. **FOOD STORAGE AND SANITATION.** Food must be stored above ground level. Food, i.e. meats, has to be cooled at the proper temperature. It is mandatory that you have one bucket for cleaning utensils, one for washing, and another for rinsing. All cutting boards and utensils must be kept clean. All equipment must be stored under the tent. A sneeze guard is required for all food vendors.
11. **AUTHORIZED LICENSOR.** All AFRIKIN® products must be purchased from an authorized licensor.
12. **OCCUPATIONAL LICENSE.** Each Vendor shall display a current occupational license with valid signature. Such license shall be visible and clean. Each vendor shall also display food products, vendor's name, and phone number. **FDHR will have inspectors on site to collect the temporary license fee of \$91.00 (and additional \$100 for non-Florida business where applicable).** The division does not accept cash payments for fees. The division will accept cashier's checks, money orders, or other certified payments, and may accept business checks drawn on a Florida bank. If you are an owner or employee of a licensed, permanent restaurant you may be exempt from this fee. You must provide a copy of the license to the FDHR inspector in order to receive this exemption. **NOTE: If your restaurant is licensed in any state other than Florida, you will still need to purchase a temporary occupational license.**
13. **AUTHORIZATION TO SELL GOODS.** With respect to the Goods that are intended to be sold hereunder, Exhibitor shall be solely responsible for obtaining any and all licenses, releases and authorizations (hereinafter collectively, the "Authorizations") necessary to protect the parties hereto from infringement upon any copyrights, trademarks or patents of third parties, if applicable and shall provide Festival with proof of such Authorizations upon request. Exhibitor shall hold Festival, its subsidiaries, affiliates, principals, directors, officers, employees and agents (collectively the "Festival Indemnites"), harmless and shall defend and indemnify the Festival Indemnites from any claims by third parties, directly or indirectly, related or



attendant to Exhibitor's failure to obtain the Authorizations required to sell the Goods contemplated hereunder. With respect to the foregoing indemnification, Festival shall have its choice of counsel for such defense and shall have complete control over the non-monetary aspects of any settlement of such claims. The terms of this provision shall indefinitely survive the expiration or early termination of this Agreement.

14. **REQUIRED DOCUMENTATION.** Exhibitor agrees that, Festival shall have the right to require additional information of Exhibitor.
15. **ELECTRICITY.** Exhibitor acknowledges and agrees that electricity shall not be available within the Booth unless, approved in advance and provided directly by Festival. If electricity is necessary for Exhibitor to perform Exhibitor's obligations hereunder, Exhibitor shall purchase such electrical services directly from Festival at the following rates: Basic: Each 110v, 20 amp service \$20.00.
16. **CABLING.** Exhibitor shall be solely responsible for providing appropriate cables and extension cords for uses specified herein. No 3-phase service shall be available.
17. **INSURANCE REQUIREMENTS.** During the Term of this Agreement, Exhibitor shall maintain in force with companies having an A rating or higher, unless otherwise approved in writing in advance by the Festival, the following coverages and limits: (i) Commercial General Liability Insurance of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate; (ii) Workers' Compensation Insurance to the extent required by applicable laws and employer's liability coverage; and (iii) Damaged to rented \$1,000,000. Medical Expenses \$5,000. Personal and Advanced Injury \$1,000,000. Products-Comp/Op Agg \$1,000,000. The insurance coverage specified herein shall name Festival and their respective affiliates, subsidiaries, directors, principals, officers, employees and agents as additional insureds. Exhibitor shall provide proof of such insurance to Festival thirty (30) days prior to the date of the Event. The certificate of insurance shall provide for not less than thirty (30) days written notice to Festival prior to policy cancellation, non-renewal or material change to coverage or limits in such policies. Failure by Festival to request such certificates of insurance or other evidence of full compliance with the insurance requirements set forth therein shall not be construed as a waiver of obligation to maintain such insurance. Notwithstanding anything to the contrary herein, Festival's ability to collect under the above insurance policies shall not operate as a limitation of Exhibitor's liability.



**Additional Insured (s) as well as The Certificate Holders to be listed on your policy:**

Give Me Dignity, Inc  
6815 Biscayne Blvd #103365  
Miami, FL 33138

Afrikin, LLC  
6815 Biscayne Blvd #103365  
Miami, FL 33138

18. **INDEMNIFICATION.** Exhibitor shall hold harmless, defend and indemnify Festival, its affiliates, officers, directors, employees, licensors, co-Festivals, and authorized Festival personnel, from any and all legal and financial Claims relating to or arising from (i) any third party claims relating to the sale of Goods and services provided hereunder; (ii) any breach by Exhibitor of any of the terms, conditions, covenants, promises or warranties, of any kind; and (iii) any negligent acts or omissions of Exhibitor relative to the sale of Goods or the Event; or (iv) Exhibitor's failure to collect, remit and file any applicable taxes to and with the appropriate governmental body (collectively, the "Claims").
19. **LIMITATION OF LIABILITY AND DAMAGES. IN NO EVENT SHALL FESTIVAL BE LIABLE FOR ANY DAMAGES HEREUNDER IN EXCESS OF TWO HUNDRED FIFTY DOLLARS (\$250), NOR SHALL FESTIVAL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ARISING UNDER CONTRACT OR TORT OR ANY OTHER THEORY OF LIABILITY EVEN IF THE POSSIBILITY OF SUCH DAMAGES WERE DISCLOSED TO A PARTY OR COULD HAVE BEEN REASONABLY FORESEEN.**
20. **CANCELLATION DEADLINE.** This Agreement shall be signed by Exhibitor and returned to the Festival within 10 business days of receipt. If Exhibitor cancels for reasons other than Force Majeure, Exhibitor shall be entitled to: i) 50% of the Fee if cancellation occurs more than thirty days prior; or ii) 0% of the Fee if cancellation occurs less than thirty days prior to the Festival. If Festival cancels event, Exhibitor will be entitled to all fees returned.
21. **TERMINATION; REMEDIES.**
- a. **Breach by Exhibitor; Termination For Cause.** Exhibitor acknowledges and agrees that any failure by Exhibitor to perform its obligations as expressly set forth in this Agreement shall constitute a material breach hereunder and in such case, Festival shall have the right to terminate this Agreement for cause.
  - b. **Termination for Convenience.** Notwithstanding the provisions set forth in Paragraph 21.a above, Festival shall, during the Term of this Agreement, have the right, but not the obligation, to terminate this Agreement, with or without cause, upon written notice to Exhibitor.



- c. **Breach by Festival; Notice and Cure.** In the event of a breach by Festival hereunder, Exhibitor shall notify Festival of such breach in writing and Festival shall take reasonable steps to cure such breach. Exhibitor acknowledges and agrees that in the event of a breach by Festival, Exhibitor shall have the right to avail itself of available legal remedies subject to the terms of this Agreement.
- d. **Remedies.** In the event of a material breach hereunder by Exhibitor, Festival shall have the right, (but not the obligation) to avail itself of any and all legal and equitable remedies including specific performance and injunctive relief. Exhibitor acknowledges and agrees that all remedies provided for herein shall be cumulative, and the assertion of a particular remedy by Festival shall not preclude Festival from exercising any other rights or from the seeking any other remedies.

## 22. POST-EVENT OBLIGATIONS.

- a. **Clean--Up.** Following the conclusion of each Event, Exhibitor shall remove waste materials, rubbish, equipment, machinery and surplus supplies from and about the Booth. If Festival is required to provide cleanup services resulting from a breach of this provision, Festival shall bill Exhibitor for such cleanup services. Festival shall provide dumpsters and Exhibitor shall be required to locate such dumpsters on the Event Grounds and shall be required to dispose of trash, debris and rubbish in such dumpsters.
- b. **Restoration.** Exhibitor shall restore the Booth to its original condition by Sunday, May 20, 2018. Failure to perform restoration obligations to the satisfaction of Festival hereunder may result in Festival assessing restoration charges.

23. **APPLICABLE LAWS.** Exhibitor shall comply with all applicable state, federal and local laws and ordinances when performing its obligations hereunder.

24. **RESTRICTIVE COVENANTS.** Exhibitor acknowledges and agrees that the following activities shall not be permitted on Event Grounds or within the Booth during the Event:

- a. **No Lodging.** Exhibitor shall not reside or camp in the booth or the grounds.
- b. **No Alterations.** Exhibitor shall not alter, modify or change the physical dimensions of the Booth(s) as designated by Festival, nor shall Exhibitor make any improvements without first obtaining the prior written approval of Festival.
- c. **No Animals.** Exhibitor shall not allow animals in the Booth or on the Event.



- d. **No Alcohol or Smoking.** Exhibitor shall prohibit its subcontractors, agents or employees from consuming alcoholic beverages and from smoking in the Booth during Operating Hours.
- e. **Ingress, Egress.** Exhibitor shall not interfere with free access and passage, the adjacent areas within or about the Event Grounds or the adjacent public areas within the Event Grounds, nor shall the Exhibitor limit or prohibit ingress or egress to the Event Grounds.
- f. **No Loitering or Disorderly Conduct.** Exhibitor shall not permit persons employed or contracted by Exhibitor or under the control of Exhibitor to, remain or loiter about the Event Grounds or Booth.
- g. **Conduct; Public Nuisance.** Exhibitor, including its employees and agents shall not engage in behavior that is either unsuitable (as determined in the sole discretion of Festival) or which constitutes a public nuisance. Exhibitors shall not be permitted to engage in loud, live or recorded music during the Event.
- h. **No Storage.** Exhibitor shall not be permitted to store supplies, equipment or inventory outside the Booth.
- i. **No Canvassing.** Exhibitor shall not canvas from outside the Booth. Canvassing shall only be permitted from inside the Booth.
- j. **No Raffles.** Exhibitor shall not be permitted to offer or sell raffles from the Booth or at any time during the Event.
- k. **No Piercing, Tattooing.** Exhibitor shall not permit piercing or tattooing in the booth.
- l. **No Stakes.** The use of tent stakes by Exhibitor is strictly prohibited.

## 25. CONFIDENTIALITY, NON--DISCLOSURE AND NON--DISPARAGEMENT

- a. **Non--Disparagement.** Exhibitor shall not, during the Term of this Agreement, and for a period of two (2) years following the termination or expiration hereof, directly or indirectly (or in any capacity or manner) make, express, transmit, speak, write, verbalize or otherwise communicate in any way or cause, assist, encourage or participate in any of the foregoing, any remark, comment, message, information, declaration or communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise that might be reasonably construed to be derogatory, negative or critical of Festival, its affiliates, subsidiaries, officers, directors, employees, agents, subcontractors or



representatives. Exhibitor acknowledges that Festival's brand is of the highest quality and respect in the industry and agrees to uphold, using best efforts, that image and quality when performing its obligations under this Agreement.

- b. **Confidentiality/Non-Disclosure.** During the Term of this Agreement, Exhibitor shall acquire knowledge of confidential information including Festival's trade secrets, strategies, promotional techniques, Artist, vendor or Festival contact information, terms of agreements with Artists, vendors or Festivals, passwords and future plans. Exhibitor agrees not to disclose such confidential information during the Term of this Agreement in accordance with the terms of the Non-Disclosure Agreement executed by Exhibitors.

**26. COMPLETE AGREEMENT.** This Agreement and any attached exhibits set forth herein constitute the entire understanding between the parties hereto and supersedes all prior agreements, arrangements, and communications, whether oral or written, with respect to the subject matter hereof. No other agreements, representations, warranties, or other matters, whether oral or written, shall be deemed to bind the parties entering into this Agreement.

**27. WAIVER.** Failure by Festival to enforce any of the provisions of this Agreement or any rights with respect thereto, or to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. Nor shall the failure by Festival to enforce or exercise any of said provisions, rights, or remedies prejudice Festival from later or additionally enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

**28. NO ASSIGNMENT.** Exhibitor shall not assign its rights nor shall Exhibitor delegate its obligations under this Agreement in whole or in part, without the express written consent of Festival and such consent may be withheld, delayed or conditioned. Any attempts by Exhibitor to assign rights or delegate duties hereunder in contravention of the terms of this provision shall be void. Festival shall retain the right to assign, delegate, sublicense, share, outsource or subcontract some or all of its rights or duties hereunder at its sole discretion upon notification to Exhibitor.

**29. NOTICES.** All notices required hereunder shall be provided by certified mail, overnight courier or other means which provides for evidence of receipt, to the parties at their respective addresses set forth above, with an additional copy to each intended recipient to be sent by email, with a copy of any notice to Festival to be sent to: 6815 Biscayne Blvd #103365, Miami, FL 33138 vendors@afrikin.org. All changes in addresses shall be provided with the same formalities and in the same method as stated in this Paragraph.

**30. DISPUTE RESOLUTION AND GOVERNING LAW.** In the event of a breach of this Agreement, the





non-breaching party shall give written notice to the other. This Agreement shall be construed and governed under the laws of the United States, specifically, the State of Florida, notwithstanding conflicts of law principles or the doctrine of *forum non-conveniens*. Any legal action arising from this Agreement shall be brought in Miami-Dade, Florida and Exhibitor hereby consents to the exclusive jurisdiction thereof and agrees not to raise any affirmative or other legal defenses based on lack of personal jurisdiction, inconvenient forum or any conflict of law or similar principles. In the event of a breach by Festival, Exhibitor shall be entitled to legal, rather than equitable remedies. In the event of breach by Exhibitor, Festival shall be entitled to both legal and equitable remedies including specific performance, preliminary and permanent injunctive relief, without bond, to enforce any term of this Agreement. In the event that a court of competent jurisdiction determines that bond is a necessary prerequisite to the issuance or enforcement of any injunction sought by Festival, Exhibitor agrees that a bond not exceeding \$1,000 USD shall be a sufficient. The prevailing party in any action for either damages or injunctive relief shall be entitled to an award of attorneys' fees and costs incurred at all pre-litigation, post-litigation, trial and appellate phases.

- 31. AMENDMENTS:** This Agreement, together with all attachments, including schedules, exhibits and riders, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or modified in any way, except by a written instrument duly executed by all of the Parties.
- 32. CONSENT.** Unless otherwise specified, any consents, authorizations or approvals required by Festival hereunder may be withheld, delayed or conditioned in the absolute discretion of Festival. If Festival fails to provide its consent, authorizations or approval within a specified timeframe, such consent shall be deemed denied.
- 33. BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the parties hereto. The parties acknowledge that this Agreement, including all covenants, representations, warranties and agreements, shall survive the expiration of this transaction.



## CITY VENDING RULES

YOUR COOPERATION IN ADHERING TO THE FOLLOWING INSTRUCTIONS WILL ASSURE A SAFE AND SMOOTH EVENT. ALL VENDORS MUST COMPLY WITH ALL INSTRUCTIONS.

1. All food vendors licensed with the Division of Hotels and Restaurants shall provide a current legible copy of their state license to the inspector in order to be exempt from the license fee when inspected at this event.
2. All vendors must display their vendor permits on the dashboards of their vehicle when gaining access to display area.
3. All vendors will be required to unload their vehicles and park their cars or trucks off the site.
4. Vendors must display in a visible place at all times their vendor license. Vendors not permitted into the event site will be required to close down operations. The police will enforce this regulation. All vendors must close down at the time specified by the police.
5. Vendors who will be cooking (charcoal or propane) will be required to have in their possession at least a 5 lb. fire extinguisher with a Class A or B rating (A-K Class recommended). This extinguisher must be in serviceable condition and will be checked by the Fire Inspectors assigned to the event. If no extinguishers are present, the vendor will be shut down until he/she obtains one. If cooking with oil or grease, a minimum 40 BC is required.
6. All cooking, charcoal or otherwise, will be conducted in an open area and precautions will be taken to protect the public from having any accidental contact with the cooking areas.
7. All stands or tables supporting cooking facilities will be of stable construction, so as to prevent any accidental knocking over by the public or vendors.
8. All sidewalk areas are to be kept clear of vendors.
9. All booths shall be set up just off the curb area.
10. **No hot coals** will be allowed to be dumped into any trash containers.



11. **All hot coals** will be extinguished by the vendors prior to leaving the area and taking with vendor.
12. **No glass** containers are allowed for dispensing beverages.
13. **No dumping of fuel, cooking oils or grease** is allowed on the street or sewerage area.
14. All vendors must bag their trash in durable plastic containers and must secure them properly to avoid spillage or breakage. Sanitation will pick up the trash bags at the end of the day.
15. All propane tanks, helium tanks or other upright tanks must be secured in a manner to prevent them from accidentally being knocked over. All helium tanks not being used shall have their caps in place.
16. **No cooking** will be allowed under tented areas or canopies, however, displayed foods and food preparation areas must have overhead protection.
17. Businesses operating must do so within the confines of their building and will not be allowed to block the sidewalk with tables or chairs.
18. Electrical connections (including extension cords) are subject to code requirements and may require approval by the Building Department's electrical division.
19. All extension cords used must be secured in a safe manner so as not to present a hazard to the public.'
20. Sneeze guard protection or a minimum two-foot distance must be provided between ready-to-eat food, displayed food or hot, held foods and the public.

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**AGREEMENT**

Enclosed is my vendor application for **AFRIKIN®**. I understand all fees (not including deposits) are non-refundable. I agree to indemnify and hold harmless the Festival, Venue Location, and the City for any damages, personal injury, loss, theft or any other act that may accrue as a result of my participation as a vendor/exhibitor at the Festival. Said indemnification includes but is not limited to: Costs and attorney’s fees of the Festival in defense of any action brought against the Festival, Bayside Rocks, or the Venue and City by the Exhibitor or any other Party.

I have read and understood the Terms and Conditions required of all Exhibitors. I have received a copy of the said Terms and Conditions and agree to abide by all Terms and Conditions.

**IN WITNESS WHEREOF**, the parties have hereunto executed this instrument for the purpose herein expressed on the date first above written. Please sign and initial each page and return to our attention.

**Vendor/ Exhibitor**

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

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**END OF DOCUMENT**