First Friday Event

Vendor Application

\*\*\*\*\*ALL FIELDS MUST BE COMPLETED\*\*\*\*\*

VENDORS MUST BE 18 YEARS OF AGE TO APPLY

Vendor’s name

Business name (if applicable)

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City State\_\_\_\_\_\_\_\_\_\_ Zip code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Prior to submitting an application for review, please read the entire vendor application packet and then decide if your product might qualify and if you can meet and adhere to the rules of the Event. If you have never visited the Event before, please do so before submitting an application. Food vendors must be properly licensed with the State of Florida Department of Agriculture (regulates mobile vendors selling pre-packaged food) and/or Department of Business & Professional Regulation – Hotel & Restaurant Division (regulates mobile vendors that prepare and serve food on site). If you are operating under Cottage Law, you must meet all Cottage Law Requirements.

Please list and describe in DETAIL ALL proposed items for sale. You MUST include 3-5 photos of your products and your display set up. Only the products on this application listed below are approved. To add a product, you will need written approval. E-mail to clermontfarmersmarket@yahoo.com. Please allow **7-10 business days** for review of your product. Please note that the application process will not begin until we receive a fully completed application and pictures that display your product. If you are applying to perform as live music or entertainment, please note that we are currently under contract with our musicians and do not have availability for additional music, entertainment or promotion of an entertainment event.

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| ITEM NAME | DETAILED ITEM DESCRIPTION |
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| \*\*If additional space is needed please use other side of this sheet. | |

By signing below, the above Vendor acknowledges that application submission and approval by RTP Productions Corp. (RTP), the Event Director, **DOES NOT reserve Event space or guarantee Event space availability.** Once the application is submitted, a review and approval will be made solely by and at the discretion of the Event Director. The Event Director may deny any vendor that does not meet the needs of the Event and Event product quality standards, and this is observed on a case by case basis. Event space is limited by product category. The Event Director can cancel or modify this agreement at any time. Vendor acknowledges that such Policies and Procedures may be amended from time to time in writing in a timely manner by the Event Director and agrees to abide by the terms of any such amendments. If Vendor continues to vend at the Event following the adoption of such amended Policies and Procedures, then the Vendor acknowledges that violation of such amended Policies and Procedures may result in loss of First Friday Event vending privileges.

**Hold Harmless/Indemnification/Copyright Agreement**

Vendor shall indemnify and hold harmless RTP, The City of Clermont, The Clermont Main Street, its Board of Directors, Ground Lessor, employees and Event Manager, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney’s fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Contract or Vendor’s use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees.

Vendor is responsible for all monies collected from the sale of Vendor’s goods plus collecting and reporting of sales tax. RTP Corp., the Clermont Main Street and the Event Manager are in no way responsible for any vendor sales tax, lost or stolen monies or items.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Event; and Vendor agrees to indemnify and hold harmless RTP Corp.,The City of Clermont, the Clermont Main Street, its Board of Directors, Ground Lessor, employees and Event Manager from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend RTP Corp., the Clermont Main Street, its Board of Directors, Ground Lessor, employees and Event Manager from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Lake County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Lake County, Florida.

Signature below indicates that Vendor has carefully read and understands all the above terms and requirements and the **attached as Exhibit “A”,** **First Friday Event Policies and Procedures**, and incorporated herein by reference, and that any violation of such may result in loss of Clermont Farmers Event vending privileges.

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

Print name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If approved, a 2023 application fee of **$15** is due on first day of Event and to be included with your rental fee. Booth space is 10’ x 10’. Cost is **$35** per booth, payable on the day of the Event. Hot food booths cost **$50** per Event day. Please make checks payable to Clermont Main Street. **A $30 fee WILL be imposed for returned checks and the vendor privilege of this form of payment will be discontinued.** Credit cards are not accepted.

Effective: April 2023-December 2023

**Exhibit “A”**

First Friday Event Policies and Procedures

**\*\*\*Initials in the spaces provided in the following sections indicates that the Vendor has carefully read and understands each section\*\*\***

**PART I**

**General Event Parameters**

* \_\_\_\_\_The Event Director is responsible for the recruitment of Vendors, distribution and explanation of Event policies and procedures, approval of merchandise to be sold, assignment of spaces and execution of Vendor agreements. The Event Manager is responsible for the day-to-day operations of the Event and shall be Vendor’s point of contact for questions and issues that arise during the Event. **The Event Manager may move any vendor booth at any time for any reason.** The Event Director reserves the right to determine whether proposed merchandise meets the Event objectives and criteria for participation. **No Vendor is permitted to add new items for sale unless the Event Director approves it first. Request MUST be made in writing by email to clermontfarmersmarket@yahoo.com along with photos of the requested items. Approval must be granted by the Event Director before Vendor may begin selling additional item.**
* \_\_\_\_\_Any approved vendor MUST notify the Event Manager **PRIOR** to any change of ownership in his/her business. A new Application and Vendor Agreement must be submitted and approved by RTP. **There is no guarantee that the new owner will be in the same location as the previous owner.**
* \_\_\_\_\_The Event will be open to the public from **5:30-9:00 pm** each Friday. The Event will be closed on New Year’s Day and/or Christmas Day when they fall on a Friday. The Event Manager or Event Director maintains the right to close the Event any Friday for any reason.
* \_\_\_\_\_Product categories permitted to be sold at the Event are limited to plants and other garden related items, baked goods, produce, dry goods, seasonal items, art, jewelry, and handmade items with qualifying criteria in each category.
* \_\_\_\_\_ The sale of flea Event resale type items is not permitted.
* \_\_\_\_\_ All items for sale must be approved by the Event Manager and the Event Director, prior to Vendor’s use of a space at the Event**.** When adding any additional items to a booth for sale the Event Manager and the Event Director must approve such items in advance. A request must be made in writing by email to clermontfarmersmarket@yahoo.com. A vendor is given a non-exclusive right to sell such items and in no way does the Event Director’s approval constitute granting of an exclusive right to sell such items.
* \_\_\_\_\_ The Event Manager may increase or decrease the size of the Event in its sole discretion for reasons including but not limited to staffing, traffic issues, set-up/loading issues, and clean-up costs.
* \_\_\_\_\_The size of rental spaces available are 10’ X 10’ or 10’ X 5’. The rental fee for both spaces is **$35** per Event day, tax included. Hot food vendors are required to pay **$50.00** per Event day, tax included. The Event Manager determines where each Vendor is placed within the Event and may limit the number of spaces to be used by any one Vendor. **No Vendor space is permanent and may be moved or removed at any time by Event Manager.**

* \_\_\_\_\_ **Because of safety concerns, vendor’s children under the age of 14 are not permitted in the booth at any time.**
* \_\_\_\_\_ THERE IS ABSOLUTELY NO SMOKING BY VENDORS OR THEIR EMPLOYEES INSIDE THE EVENT AREA. (This includes vapor cigarettes) Any vendor caught will receive an expulsion from the Event and permanent loss of vending privileges.
* \_\_\_\_\_ **No illegal substances shall be consumed, kept, brought, or sold within the Event area.**
* \_\_\_\_\_ There shall be a probationary period of thirty (30) calendar days from the start of the vendors first Event Day. At any time during such probationary period, the Event Manager may terminate vendor contract for any reason; i.e. Event behavior, booth presentation, or violation of any Event rules.

**Set-Up and Break-Down/Event Operations**

* \_\_\_\_\_Setup is NOT permitted until all current fees and other monies owed, if any, have been paid to the Event Manager
* \_\_\_\_\_Vendors will have from 3:30 until 5:00 each Friday to load in their booth set up. No Vendor may enter the Event area to set up prior to 3:30 p.m. unless RTP has approved such early entry to the Event.

\_\_\_\_\_ Any vehicle that has not arrived in the load-in area by 5:00 p.m. will not be permitted to load into the Event that day.

* \_\_\_\_\_ Vendors product and booth set up must fit into one (1) Vehicle per 10X10 booth space.  **Event location cannot accommodate trailers.**
* ­­\_\_\_\_\_ Vendors must unload their vehicle as quickly as possible. **DO NOT BEGIN TO SET UP.** Have the staff escort your vehicle out of the Event area.
* \_\_\_\_\_All booths must be completely set up to sell at 5:30 p.m. and stay open with complete set up until 9:00 p.m. Any vendor breaking down and leaving prior to 9:00pm without permission from the Event Manager will result in loss of vending privileges at the Event.Promptly at 9:00 pm Vendors must tear down tables and tents and pack all supplies **before** getting their vehicle. Whenever the vehicle is in motion within the designated Event area going either forwards or backward, an escort must be within 12 feet of the vehicle to clear the path of Event patrons, pets, and other Vendors. When in designated Event area Vendors should drive no faster than walking speed, about 3 miles per hour.

**PART II**

* \_\_\_\_\_All Vendors must bring heavy duty trash cans and bags for their garbage and all hot food vendors are required to provide a waste receptacle outside of their booth, securing bags properly at the end of the day and disposing of trash using an appropriate method that follows city, county, and state health code for waste disposal. If a method is not readily available, the Vendor MUST contact the Event Manager. Trash or residue from the vendors product may not be placed in any storm drain, landscape bed, or on pavers.
* \_\_\_\_\_Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage, and tablecloths. The First Friday Event does NOT require a tent, but **all tables must be covered by a cloth to the ground, so no table legs show in front or the side of any tables.** Any tents used must comply with Lake County Code provisions regarding tent usage.
* \_\_\_\_\_Signage must be artfully made and must fit the theme of the Event; NO vinyl signs will be permitted. All signage must be properly displayed with Vendor’s business name by either an easel, A-frame, or hung securely on tent structure. No more than one sign identifying your business permitted on your booth. **No signs shall be on the ground (except A-frame signs) or leaning against tent structure or disrupting foot traffic or pathways.** Handwritten signs are only permitted on a dry eraser board or chalkboard. Forms of Payment (MC/V/Square/EBT) may be no larger than an 8 ½ X 11 and must be displayed on your table, inside your booth. The Event Manager has the right to ask the Vendor to change signage at any time to meet these requirements.
* \_\_\_\_\_ All tent awnings must be above 7 feet to prevent any patron from running into them.
* \_\_\_\_\_Vendors shall maintain their booths in a neat, organized manner, free from clutter. Neat and organized booths enhance the entire Event. **The Event Manager has the right ask Vendor to clean up booth area at any time.**
* \_\_\_\_\_All Vendors (including tented booths) are required to have a plastic drop cloth or tarp for possible sudden rain. **Weights (30 lbs. per tent leg) to hold them down are also mandatory**. At no time are any stakes to be used to secure tents**.**
* \_\_\_\_\_ Vendors must be respectful of others. Radios and other noise-making devices should not disturb other vendors or patrons.
* \_\_\_\_\_Vendors are not permitted to keep and/or bring any pets with them during the Event.
* \_\_\_\_\_\_\_ Only battery-operated fans or heaters may be used by Vendors. Quiet generator use is permitted for booth operation at less than 60 dBA, so long as in compliance with any relevant City Code provisions. A fully inspected and properly maintained fire extinguisher must be kept in the booth at all times if a generator is being used. The generator must be protected and free from touch by any person attending the Event, as well as free from contact with grass, wood chips, or any flammable or combustible material.
* \_\_\_\_\_ All Vendors must have a back wall, and 2 side half walls. If you have any questions or need further explanation, please contact Dana Brown at 321-202-5855.
* \_\_\_\_\_\_\_Vendor is responsible to make sure that all persons working with or for them understand and adhere to ALL Event policies and procedures!

**Licenses and Health Codes**

* \_\_\_\_\_All vendors need to secure a **“Business License”** from the **City** in which your business is located, or if a home business, where they reside. If vendor does not reside in a City, vendor must obtain a Business License from the County and State licenses when required for their type of goods or food products. **Licenses must be kept in your booth at all times.** Event manager may ask to see licenses at any time.
* \_\_\_\_\_ Food vendors must be properly licensed with the State of Florida Department of Agriculture (regulates mobile vendors selling pre-packaged food) and/or Department of Business & Professional Regulation – Hotel & Restaurant Division (regulates mobile vendors that prepare and serve food on site).
* \_\_\_\_\_Food booths must have hand wash sinks if food is being prepared, hair tied back and wear plastic gloves when serving food.
* \_\_\_\_\_Vendors that serve any food products/food samples that are not prepackaged must comply with state laws and regulations related to food service.
* \_\_\_\_\_Collection of sales tax, when required by the State, is the responsibility of the Vendor.
* \_\_\_\_\_ All prepared foods shall provide documentation of a certified kitchen (unless product falls under the provisions of the Cottage Food Law) and any other food safety requirements to include the Florida Department of Agriculture and Consumer Sciences and the United States Department of Agriculture or other appropriate authority.
* \_\_\_\_\_ Vendors must maintain a professional appearance while working at the Event, including having clean hair, fingernails, and clothing during all periods of work at the Event. Vendors and their employees or representatives must always wear appropriate footwear.
* \_\_\_\_\_Hair nets, head bands, beard nets, caps or other effective hair restraints must be worn by all persons engaged in the preparation and service of food to keep hair from food and food-contact surfaces.
* \_\_\_\_\_**All persons working in food booths, MUST wear shirts with sleeves. NO SLEEVELESS SHIRTS.**
* \_\_\_\_\_ Any hot food vendor MUST always have a fire extinguisher in their booth. Cooking area must be protected and free from touch by any person attending the Event, as well as free from contact with grass, wood chips, or any flammable or combustible material.
* \_\_\_\_\_ Hot Food vendors must cover the ground using a tarp.
* \_\_\_\_\_ No pets or other animals shall be permitted in Vendors’ booth.

**PART III**

**Photographs/Video/Logos**

* \_\_\_\_\_By Vendor’s operation at the Event, Vendor consents to the Clermont Event’s right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Event. All images will become the property of RTP and Clermont Main Street.
* \_\_\_\_\_The Clermont Event logos and images are the property of Clermont Main Street and may not be used for any purpose without the written consent of Clermont Main Street.

**Enforcement of Rules**

* \_\_\_\_ Vendors, as a condition of approval, shall accept responsibility for the conduct and actions of themselves and all persons working on their behalf at the Event including, but not limited to, their employees, agents, family and volunteers.
* \_\_\_\_\_Violation of any general public safety rules or Event policy listed in this Agreement by Vendor or Vendor’s staff, or exhibition of improper behavior may result in termination of space rental. Vendors shall generally be given a written warning as a courtesy from the Event Manager of any such violation but is not required prior to termination. The Event Director and/or Event Manager may remove the Vendor if such violation(s) occur without warning.
* \_\_\_\_\_Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Event personnel and Event patrons. Failure to do so is cause for immediate removal from the Event. Under NO circumstance may any vendor approach another vendor to discuss vendor activities, operational or product issues. ALL concerns or complaints must be made to Event Manager in writing.
* \_\_\_\_\_ Verbal and non-verbal communications of vendors, employees, agents, family, or volunteers shall be respectful and courteous at all times. All profane, abusive, discourteous, and boisterous language and/or conduct within the Event area shall be prohibited. The use of discourteous harassing, intimidating, threating, insulting or abusive language, gestures, etc. either in person or by electronic/digital media shall be prohibited and is grounds for dismissal. All issues shall be addressed directly with the Event Manager in a timely manner, in person or in writing.

**PART IV**

**Inclement Weather**

The Event Director and Event Manager’s prime concern is safety during bad weather conditions, such as wind, rain, and lightening. The following policies will be enforced each week. It is understood that the prime concern for the Vendor is the preservation of merchandise, thus the following policies have been established.

The Event Manager will use his/her best judgment based on visual conditions, media weather radar, and other managers in surrounding areas to assess whether the Event shall remain open. The following policies apply to all vendors during inclement weather:

* \_\_\_\_\_Lightening observed within a 5-mile radius of the Event calls for automatic shutdown of the Event.
* \_\_\_\_\_It is recommended that The Vendor devise a “Quick Break-Down Plan” to maximize the speed and protection of merchandise when poor weather occurs.
* \_\_\_\_\_The Vendor shall NOT break-down or independently end its Event Day without the consent of the Event Manager. It is the correct Event procedure to follow through to the completion of the Event Day.
* \_\_\_\_\_The Vendor is required to **have and use each Event day**, 4 tent weights, one for each tent leg. **Each weight should be no less than 30lbs**.
* \_\_\_\_\_The Vendor is required to have available a large tarp or tarps located in their booth at all times during the Event Day. It is recommended to have sufficient covering for your merchandise to cover during sporadic weather or sudden weather changes or during “Quick Break-Down.”
* \_\_\_\_\_The Vendor is permitted at any time to protect merchandise by covering it with a tarp or using tent sides during sudden weather changes.
* \_\_\_\_\_During windy or gusty weather, the Vendor must lower their tent by 2-3 ft to stabilize the structure, temporarily or during “Quick Break-Down.”
* \_\_\_\_\_Umbrellas should be upright and tied down or anchored and secured appropriately with proper weight base.
* ­­\_\_\_\_\_When the Event is canceled, you can **NOT** show up at the Event on your own.