



San Gennaro Festival of Port St. Lucie Food Vendor Guidelines

Form must be received together with the application & applicable fee
Please print

Business Name: _____

Contact Name _____ Title _____

Address: _____

City: _____ State _____ Zip Code: _____ E-mail: _____

Phone # _____ Cell # _____

1. The booth shall be used exclusively for the sale of the food that is submitted and agreed upon.
2. Vendor agrees to remain in compliance with applicable federal, state, and local laws, ordinances, and regulations. Vendor shall at all times comply with health and safety requirements and shall obtain necessary licensing or permits for sale of food and beverages at the food booth.
3. **Sanitation and Clean-up:** Vendor shall maintain the booth and the area surrounding the booth in conformity with all applicable sanitary and health laws and regulations and shall also keep the booth and the surrounding area neat, clean, and free of accumulated refuse and debris. The organization shall provide trash receptacles for use by the general public throughout the Festival area. The Vendor is responsible for disposing of all refuse and debris (gray water, grease, etc.) arising from any of the activities conducted in their booth in accordance with directions given by the organizers. *The \$200.00 Security Deposit will be refunded upon completion of the vendor clean-up of its assigned space (it will be mailed within 7 days from the conclusion of the festival)
4. Vendor shall provide containers for disposal of cooking oils used. The vendor is responsible for the off-site removal and disposal of this oil from the Festival area at the end of the day. Vendor shall not dispose its refuse (gray water, grease, etc.) in receptacles provide by the City for use by the general public. Vendor shall maintain adequate security against theft, damage, and disturbance in and about the area of the booth.
5. **Equipment and Supplies:** the organization shall provide electrical (if requested using the Electrical Request Form) and water service in accordance with directions and regulations provided by the organizers, if available. Vendor shall provide all necessary propane and other fuel other than the electrical power utilized in the preparation of food at the food booth together with any necessary refrigeration.
6. **Assignment of booth Space:** Vendor consents to assignment of booth space by the organizers at such location as the organizers may determine. The organizer reserves the right, for a proper purpose, to reassign booth locations to the operators of food booth at any time prior to the beginning of the Festival.
7. **Application and other information:** Vendor hereby certifies that the application attached to this Agreement, and all other documentation and information provided by the Vendor to the Organization in connection with this agreement, are complete and accurate.
8. Upon execution of this Agreement, Vendor shall pay to the San Gennaro Festival Society of Port St. Lucie the appropriate sum of \$600.00 + Electrical usage (if applicable).

9. **Delegation and Assignment:** Vendor may not assign any of its rights under the Agreement to any person. Vendor may perform its obligations through delegation to volunteers or members affiliated with Vendor, but such delegation shall not relieve Vendor of its liability for nonperformance of its duties.
10. **Relationship of Vendor and Organization:** the relationship of Vendor and the Organization under this Agreement shall be that of independent contractor. The Vendor shall not have the authority to bind the Organization to any contract or agreement, nor shall Vendor represent to any person that it is the agent or representative to the Organization.
11. **Force Majeure:** Neither party shall be liable to the other for any delay nor failure of performance due to government action, court order, civil disturbance, inclement weather, act of God, or other cause beyond the reasonable control of the party whose performance is delayed or prevented.
12. **Limitation on Liability** except as otherwise specified in this Agreement, neither party shall be liable to the other party for consequential damages, including lost profit no revenue, for any breach of the Agreement.
13. **Joint Vendors:** If two organizations will be operating a food booth under this Agreement, the term "Vendor" shall mean both of those organizations. All obligations, representations, and warranties of the vendor shall be the joint and several obligations, representations, and warranties of both such organizations.
14. **Waiver of Liability** The sponsoring organization or business shall indemnify and hold the San Gennaro Festival Society, the City of Port St. Lucie, harmless from all claims which may be brought by its workers against the Organization, arising out of the vendor's activities in this event.

Date: _____ For _____ (Business name)

By _____ (Individual's signature) _____ (Individual's title)

Date: _____ By _____ (San Gennaro Festival) Title _____

