

CITY OF PALM COAST



EVENT VENDOR APPLICATION 2015 INTERNATIONAL FESTIVAL

Medium Risk Event Application and Release of Liability & Indemnity

\$75 Fee to Participate as a Vendor
Application and fee due by September 15

Event Information Date Time Location Coordinator	Event Name: 2015 International Festival		Event Date(s) & Time: October 3 from 12:00 -9:00 pm		
	Event Location & Address: Central Park in Town Center, 975 Central Avenue, Palm Coast 32164				
	Event Coordinator: Ginger Parnell		Phone: 386-986-2525	Email: gparnell@palmcoastgov.com	
	Mailing Address: 305 Palm Coast Parkway, NE		City: Palm Coast	State: FL	Zip: 32137
Organization Information Org. Name Address Contact Phone Email	Organization Name: (As registered with the City of Palm Coast or the State of FL, if applicable)		501 c 3 Organization <input type="checkbox"/> YES <input type="checkbox"/> NO		
	Mailing Address:		City:	State:	
	Contact Person:	Phone:		Email:	
	We will participate as: Check all that Apply <input type="checkbox"/> Exhibitor <input type="checkbox"/> Entertainer <input type="checkbox"/> Food Vendor <input type="checkbox"/> Non-alcoholic beverage Vendor			We will participate in the Parade of Nations <input type="checkbox"/> YES <input type="checkbox"/> NO	
	Type of Display: <input type="checkbox"/> Trailer <input type="checkbox"/> Tent	Size of Display:	# of Booth Attendants:	Type of Cooking Equipment:	
	Event Space Needed <input type="checkbox"/> 10' x 10' <input type="checkbox"/> 10' x 20' <input type="checkbox"/> 10' x 30' Other: (please specify space size) _____		Electric Needed? <input type="checkbox"/> YES <input type="checkbox"/> NO		Water Needed? <input type="checkbox"/> YES <input type="checkbox"/> NO
Additional Organization Information	In the space below, please describe how your organization would like to participate in the 2014 IFWF. Please attach additional pages if necessary.				

<p>Organization Insurance</p>	<p>Organization's Name: _____</p> <p>Insurance is required and being submitted for: The following is not a comprehensive list. Event participants may be required to submit insurance at the discretion of the City of Palm Coast.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Food & Drink (non-alcoholic) sales and/or distribution (food prepared on-site) <input type="checkbox"/> Children's Interactive activities. Requires Background Check <input type="checkbox"/> Hired and paid characters with direct contact with vulnerable citizens <p>Without limiting PARTICIPANT'S indemnification of the CITY, and during the term of this Agreement, PARTICIPANT shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the CITY and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the CITY.</p> <p>Certificates or other evidence of coverage shall be delivered via email, fax or US mail to Certificate Holder listed below:</p> <p style="text-align: right;">City of Palm Coast 160 Cypress Point Parkway, Suite B-106 Palm Coast, FL 32137</p> <p>Certificate Holder must read:</p> <p>Certificates of Insurance may be issued specifically for an event, however, if certificate is for event only, it must be dated to include set-up and breakdown dates. In these cases the event should be listed in the description box toward the bottom of the Certificate. However, for participants that wish to attend more than one City event per year, one general certificate may be provided, however no specific events should be listed on the Certificate.</p> <p>Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall contain the express condition that the CITY is to be given written notice of at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.</p>									
<p>Insurance Limits of Liability</p>	<p>Participants are required to evidence the following Insurance to the City:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><u>Insurance Coverage Type</u></td> <td style="width: 50%;"><u>Limit of Liability Required</u></td> </tr> <tr> <td>Commercial General Liability</td> <td>Each Occurrence \$300,000 Aggregate \$300,000</td> </tr> <tr> <td>Automobile Liability</td> <td>Proof of insurance with minimum limits as required by law</td> </tr> </table> <ul style="list-style-type: none"> • All insurance policies evidenced to the City shall name the City of Palm Coast as an Additional Insured on a Primary and Non-contributory basis. • Certificate Holder must read: <table border="0" style="margin-left: 20px;"> <tr> <td>City of Palm Coast</td> </tr> <tr> <td>160 Cypress Point Parkway, Suite B-106</td> </tr> <tr> <td>Palm Coast, FL 32137</td> </tr> </table> 	<u>Insurance Coverage Type</u>	<u>Limit of Liability Required</u>	Commercial General Liability	Each Occurrence \$300,000 Aggregate \$300,000	Automobile Liability	Proof of insurance with minimum limits as required by law	City of Palm Coast	160 Cypress Point Parkway, Suite B-106	Palm Coast, FL 32137
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City of Palm Coast										
160 Cypress Point Parkway, Suite B-106										
Palm Coast, FL 32137										
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Release of Liability and Indemnity

The undersigned hereby acknowledge that a copy of the **Vendor Regulations** containing the rules and regulations for participation as a vendor during City of Palm Coast sponsored & managed events has been received and read, and understands and agrees to abide by these rules & regulations governing participation as a vendor in City sponsored events.

I agree to assume the risks incidental to my participation in the ***2015 International Food & Wine Festival*** and to the extent permitted by law, release, forever discharge, indemnify, and hold harmless the City of Palm Coast, its officers, agents and employees, of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected in whole or in part, with my participation in such activity, including violation of intellectual property rights. The released parties are the City of Palm Coast, its officers, employees, agents, representatives, successors and assigns and Florida Landmark Communities, Inc. This release covers any damage to property or persons (including bodily injury or death), provided that same is caused in whole or in part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, or misconduct of _____ [insert participant name], its agents, servants, officers, officials, employees or subcontractors, whether suffered before, during or after such participation.

This agreement shall be binding upon me, my child(ren), and my heirs, personal representatives and assigns and shall be governed by the laws of the State of Florida. The indemnity shall survive termination of the Participant Agreement.

I have executed this Release/Indemnity with full knowledge of its terms and the consequences of my signing and executing the same. I do so freely and voluntarily without compulsion of any kind or nature.

Dated this ____ day of _____, 2015.

Signature

Print/Type Name

Internal Use only:

Approved: YES NO

Date Received: _____ Date of Event: _____

Insurance Compliance Documentation Attached (circle one): **Yes** **No**

Event Coordinator: _____
Print Name Date