



305 Palm Coast Parkway, NE
Palm Coast, FL 32137

September 30, 2013

To Whom It May Concern,

On November 2 & 3, 2013, the City of Palm Coast will host the 4th Annual Seafood Festival from noon to 5 p.m. each day at Central Park in Town Center. I would like to invite you, as one of our local restaurant or market owners to consider participation.

The Palm Coast Seafood Festival in partnership with Flagler Broadcasting combines a culinary celebration of seafood delights with a weekend of fun. The annual event will showcase the delights of the sea from a variety of local and regional restaurants and vendors, arts and crafts booths, Children's Village, along with musicians from around the area.

The City has made a significant change to this year's event – we have eliminated the event entrance fee to make the event more affordable to visitors and guests. We now estimate an attendance of at least 3,000 guests. Participation as a food vendor will give you the opportunity to sell food items and non-alcoholic beverages, plus receive the added benefit of exposing our attendees to your place of business. Food and/or beverage vendors are charged a nominal participation fee (\$150) and are required to submit a Certificate of Liability Insurance. The food and/or beverage vendor participation fee (\$150) is required when the application is submitted and all revenues collected at the event from the sale of your product(s) are yours to keep.

The Seafood Festival will be widely publicized including advertising on local and regional radio stations, in area newspapers, the City's newsletter, websites and social media, on posters and fliers, Bright House communications and the City's TV199!

To be considered as a vendor, please complete the enclosed event application and return with your payment so it is received by Friday, October 11, 2013. We are limiting the number of food/beverage vendors, so please mail or deliver your application as soon as possible to the Palm Coast Parks & Recreation Department, 305 Palm Coast Parkway NE, Palm Coast, FL 32137.

If you have any questions, please feel free to contact me via email at Cryan@palmcoastgov.com or phone at 386-986-2323. Thank you for your consideration.

Sincerely,

Casey Ryan, Event Coordinator
Palm Coast Parks and Recreation



CITY OF PALM COAST EVENT VENDOR APPLICATION

Medium Risk Event Application and Release of Liability & Indemnity

***Application & Payment must be submitted by: **Friday, October 11, 2013**

Event Information Date Time Location Coordinator	Event Name: 2013 Seafood Festival		Event Date(s) & Time: Nov 2-3, 2013 from 12 noon-5 pm		
	Event Location & Address: Central Park in Town Center, 975 Central Avenue, Palm Coast 32164				
	Event Coordinator: Casey Ryan		Phone: 386-986-2525		Email: Cryan@palmcoastgov.com
	Mailing Address: 305 Palm Coast Parkway, NE		City: Palm Coast	State: FL	Zip: 32137
Vendor Information Business Name Address Contact Phone Email Display Information	Business Name: (As registered with the City of Palm Coast or the State of FL)		Local Business Tax Receipt #		
	Mailing Address:		City:	State:	Zip:
	Contact Person:		Phone:		Email:
	We will participate as: Check all that Apply <input type="checkbox"/> Exhibitor <input type="checkbox"/> Entertainer <input type="checkbox"/> Food/Beverage Vendor				
	Type of Display: <input type="checkbox"/> Trailer <input type="checkbox"/> Tent*		Size of Display:		# of Booth Attendants:
	Type of Cooking Equipment:				
Event Fee: (10' x 10' Vendor Space) \$150 (Includes access to water; Vendor must bring their own containers)		Electric Needed? \$25 Additional Fee <input type="checkbox"/> YES <input type="checkbox"/> NO *Bring extension cord*			
Additional Vendor Information	Proposed Menu with corresponding prices. Add additional pages if necessary. This list must be approved by the Event Coordinator prior to the event. <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>				

Participant Insurance	Participant's Name (Individual or Business): _____								
	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.								
	<input type="checkbox"/> Food & Drink (non-alcoholic) sales and/or distribution (food prepared on-site) <input type="checkbox"/> Performance Animals <input type="checkbox"/> Petting Zoos <input type="checkbox"/> Children's Interactive activities. Requires Background Check <input type="checkbox"/> Hired and paid characters with direct contact with vulnerable citizens <input type="checkbox"/> Dunk Tank								
	<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>Certificate Holder must read:</p> <p style="text-align: right;">City of Palm Coast 160 Cypress Point Parkway, Suite B-106 Palm Coast, FL 32137</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>								
Insurance Limits of Liability	Participants are required to evidence the following Insurance to the City:								
	<table border="0"> <thead> <tr> <th style="text-align: left;"><u>Insurance Coverage Type</u></th> <th style="text-align: left;"><u>Limit of Liability Required</u></th> </tr> </thead> <tbody> <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> </tbody> </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
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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 **2013 Seafood 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 _____, 2013.

Signature

Print/Type Name

<u>Internal Use only:</u>			Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Date Received: _____	Date of Event: _____	Total Amount Paid: _____		
Vendor Fee Paid: _____	Electric Fee Paid: _____	Water Fee Paid: _____		
Insurance Compliance Documentation Attached (circle one): Yes No				
Event Coordinator: _____		_____		
Print Name		Date		