



# Green Market & Street Fair Vendor Contract

## 1. Green Market & Street Fair

Vendors acknowledge that the Grand Central District Association ("the District") will hold its Green Market & Street Fair every first Sunday of the month (until further notice); from 11 a.m. - 3 p.m. The District reserves the right to cancel or change the date and/or time of the Market for any period of time with advance notice to registered Vendors. Vendors further acknowledge that the Green Market & Street Fair is an outdoor event that will take place in the Grand Central District on Central between 24<sup>th</sup> Street and 25<sup>th</sup> Street.

## 2. Registration

A completed registration form, and appropriate fee(s), must be mailed or emailed to the district, or completed online at [www.grandcentraldistrict.org](http://www.grandcentraldistrict.org). A signed Vendor Contract must be mailed, emailed or dropped off. Registration will be open to all on a first come, first serve basis. The Registration and Payment deadline will be Sunday, 10am (day of), Green Market & Street Fair or until all spaces are filled. *Incomplete forms will be returned.*

## 3. Space Assignment(s)

Vendors will be assigned to one (1) or two (2) spaces, as indicated by payment and noted on the registration form. Each space rented and assigned by the execution of this Agreement will be approximately 10' x 10'. Upon approval of the vendor application, confirmation of participation will be emailed by the Saturday before the requested Green Market & Street Fair date. Space assignment(s) will be made by email or at check-in. Vendors are not guaranteed a specific location on a week-to-week basis. We will do our best to meet the specific needs and requests of each vendor, while balancing the overall needs of the Market. Check with the Market Staff on your arrival at check-in to confirm your location.

## 4. Vending / Selling

Vendors agree to sell items only from their assigned space(s).

## **5. Fees for Space**

For the use of the space(s), Vendors shall pay \$10 per week (per space) to the Grand Central District Association:

## **6. Refund of Charges**

This is a rain or shine event. NO REFUNDS!!

## **7. Set-Up**

Vendors must report to the Green Market & Street Fair at 10 a.m. and must check in with a District Staff person in front of Wahoo Mortgage located at 2433 Central Ave, St Petersburg, FL 33713. A confirmation email will be sent confirming your participation and your arrival time. You will receive your space assignment at check-in. Each space will be approximately 10' x 10'. If vendors have not checked in with a District Staff person by 10:30 a.m. or indicated in advance that they will be late, they will forfeit their space(s) and no refund will be given. The District Staff reserves the right to reassign those spaces to individuals waiting to participate.

Vendors may not park their vehicle in their assigned space(s). All vehicles must be cleared from the market area by one-half hour prior to Market opening (10:30 a.m.) and parked on a side street or on 1<sup>st</sup> Ave N or S. Please remember it will be advantageous to leave premium parking for customers.

Vendors agree that their set-up will be within the specified space boundaries and that their display Merchandise etc. will not obstruct, block or interfere with neighboring vendors. In addition, no 'out crying' devices (that would be disruptive to neighboring vendors) will be used. Vendors agree to provide their own tables, chairs etc. and to display items appropriately within the assigned space(s). Vendors' booths must be operational from 11 a.m. - 3 p.m.

Wind can often be a challenge. We strongly recommend you always bring weights for a tent in case of windy conditions. Gallon jugs of sand or water hung from a long bungee cord tends to work well.

Vendors agree to take full responsibility for the protection of their property in the event of adverse weather conditions.

## **8. Take-down / Clean-up**

Vendors agree not to pack up items or dismantle display until 3 p.m. Vendors agree to leave their spaces free of trash. All trash (unwanted items) is to be placed in the receptacles provided.

Vendors agree to vacate the premises by 4 p.m. Strict adherence to this time will be enforced.

## **9. Rain Policy**

This is a rain or shine event. Vendors should come prepared for inclement weather. The District will not cancel the Green Market & Street Fair, unless the weather or weather warnings are such that it will be impossible to conduct the event. If the weather is at all questionable, it is the vendor's responsibility to inquire about the Market's status.

## **10. Assignments and Use by Others**

Vendors shall not assign this Agreement or permit any other person to use their space(s) unless that person's name appears on this Agreement and is approved by the District. Vendors agree not to sublet assigned spaces in whole or in part, with or without fee; the District will not honor any attempted subletting in violation of this Agreement.

## **11. Food Vendors**

Food vendors must have and display an appropriate license/permit from the Florida Department of Agriculture or the Florida Department of Business & Professional Regulation, as applicable.

Food vendors must provide trash receptacles at their booths for customer use.

Any vendor with an open flame, typically used to heat food, is required to have a twenty-pound fire extinguisher on hand.

## **12. Other Restrictions and Requirements**

Vendors agree to have no pets, alcohol or illegal substances within the Green Market & Street Fair boundaries at any time.

Smoking by vendors in the market area is prohibited.

Solicitation of any type (distribution of flyers, requests for money, petitions, etc) is not allowed within the market boundaries. Vendors may only distribute flyers within their booth space, and not in the pedestrian areas.

Vendors are expected to be courteous to customers, vendors, and Market Staff. Any disagreements need to be handled in a constructive and civil manner. Inappropriate behavior (such as loud angry conversation or obscenities) is cause for immediate and/or permanent removal from the Market.

Obtaining the proper licenses or permits, and obeying all codes is the sole responsibility of the vendor, including any regulations of the Florida Dept of Agriculture or other regulatory agencies or occupational licenses from the City of St. Petersburg, as required. Sales tax, where required by the State, is the responsibility of the vendor.

Vendor is responsible for insuring against theft, damage, loss and liability, and waives any such claims against the District and Green Market & Street Fair. The District and Green Market & Street Fair accept no liability or responsibility for any loss or liability incurred by vendor. The District does not imply or guarantee in any way that the Green Market & Street Fair will be a profitable venture for the vendor.

### **13. Liability of Vendor**

Vendors shall not bring, nor allow any article to be brought onto nor commit any act themselves, done by their agents or representatives on the market site, which will injure, mar, or deface any part of the Green Market & Street Fair site or neighboring property.

Vendors assume all responsibility for any loss, damage, claim or other injury to the District or to third parties resulting from use of the site by Vendors, or by reason of vendors, their employees, agents, representatives or by any item located within the space(s) registered in the Vendors' names, for the period during which the Vendors occupy the space(s), and shall indemnify and hold harmless the District, its employees, agents and representatives from any and all such loss, damage, claim, injury or other expense relating thereto. District, its employees, agents and representatives shall not be responsible for any loss, damage, claim or other injury to the Vendors, their employees, agents, representatives, or to any of the items, materials, goods or other property of the same, whether caused by fire, theft, act of God, accident, or any cause whatsoever, for the period during which the Vendors use the space(s), and shall indemnify and hold harmless the District, its employees, agents and representatives from any and all such loss, damage, claim, injury or other expense relating thereto.

#### **14. Default**

Violation of any part of this Agreement or of the District prospectus shall, at the election of the District, result in the revocation and forfeiture of all rights and privileges, present and/or future, granted by the District to the Vendors, and in the event of such breach by the Vendors and election by the District, all sums paid by Vendors to the District shall be forfeited to the District as liquidated damages and not as a penalty. The District reserves the right to inspect all booths/tables etc. on the day of the Green Market & Street Fair for adherence with the vendor's registration form and this Agreement. Furthermore, the District reserves the right to require the withdrawal of any items or items from display, which, in the sole opinion of the District, is deemed inappropriate

#### **15. Force Majeure**

The performance of this Agreement by either party is subject to acts of God, war, government authority, disaster, fire, strikes, civil disorders, or other emergencies, any of which make it inadvisable, illegal or impossible to hold the meeting, to provide the facilities and/or services for this meeting, or for District Staff, vendors or customers to attend the Market. It is provided that this Agreement may be terminated without penalty for any one or more of such reasons by written notice from one party or the other without liability.

#### **16. Waiver**

Should the District waive its right to enforce any term of this Agreement, it does not, as a result, waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

Any vendor not in compliance with the above regulations may be asked by the manager to leave the premises immediately. No refund will be given.

These rules have been developed by the Grand Central District Association, and are subject to change upon review.



## GREEN MARKET & STREET FAIR VENDOR AGREEMENT

This agreement only needs to be submitted once, by the first day a vendor begins vending at the Market. It must be filled out completely. If this form is completed today, you will not need to fill it out again until July, 2010.

**\*Reservation Date:** \_\_\_\_\_

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

Business Name (if applicable): \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email (important): \_\_\_\_\_

Payment Type: Ck (fill in #) \_\_\_\_\_ Cash \_\_\_\_\_ PayPal \_\_\_\_\_

Description of Product(s):

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I, the undersigned, have read the entire Green Market & Street Fair Vendor Contract governing the Grand Central District Association's Green Market & Street Fair, and agree to adhere to the rules and accept the terms that are outlined within it.

I understand that the Market reserves the right to limit or discontinue the participation of a vendor at any time.

I agree to indemnify and hold harmless the Grand Central District Association, the Green Market & Street Fair, and its agents, employees and volunteers from any liability, cost, damages, and other expenses suffered or incurred during the Market.

I understand that I am responsible for adhering to all relevant government regulations i.e. health codes, licenses, etc.

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

Date \_\_\_\_\_