



2016 Seafood & Music Fest

AT PORT CANAVERAL, FL

Seafood Vendor Application

VENDOR CHECKLIST:

- _____ Completed Seafood Vendor Application
- _____ Seafood Menu Items Form
- _____ Initialed & Signed Copy of the Seafood Fest Terms & Conditions
- _____ Completed & Signed Agreement
- _____ Photography & Video Release
- _____ Certificate of Insurance

VENDOR INFORMATION:

Booth name (for Official Programs & online): _____

Address: _____

City: _____ State: _____ Zip: _____

Owner/Responsible Person: _____

Phone- Home: _____ Cell: _____

Email: _____ Website: _____

Facebook: _____ Twitter: _____ Other: _____

If possible, please attach a digital copy of your logo

Logo Attached: Yes No

Vehicle Make: _____ Model: _____ Color: _____

License Plate of Vehicle for Seafood Fest: _____

Power Requirements (total number of 20 amp receptacles requested)

Vendors must have correct male plug or be prepared to have equipment hardwired.

All 110 volt cords must be round grounded 12-3 and are supplied by vendor.

Water service is from hose bibs with male threads (like a home faucet): Hoses must be approved for potable water and are to be supplied by vendor.

Special Needs: Please list details here: _____

2016 Seafood Festival **Terms and Conditions:**

Friday, Feb. 26th 11am-11pm Saturday, Feb. 27th 10am-11pm Sunday, Feb. 28th 11 am-6pm

Fees: 22% of gross sales before tax is deducted, payable at the end of each night in envelope supplied by committee. A \$295 deposit is required with the application plus a \$100 clean up deposit. (One payment of \$395 is acceptable)

APPLICATION DUE DATE: NOVEMBER 1, 2015

By submitting this application, I certify that I have read and will abide by the rules below: Please initial each item below:

____ In order for my application to be complete, I must submit a signed Application, Initialed and signed Terms and Conditions along with a signed Agreement. I understand that my application will not be reviewed without all of the required vendor materials.

____ I will deliver of 22% of my gross daily sales in cash, calculated before sales tax, to the committee office at end of each evening in the envelope provided by the committee. No personal checks will be accepted. If you are not accepted, the vendor fee is fully refundable.

____ To sell only approved items from the proposed menu list on my application as agreed to by the Seafood Festival Food Vendor Committee. I will be asked to close if any additional items are being served AND forfeit my entire paid amount.

____ To operate during the following hours: Friday, Feb. 26 from 11 A.M. to 9 P.M., Saturday, February 27 from 10 A.M. to 9 P.M., and Sunday, February 28 from 11 A.M. to 6 P.M.

____ I must SETUP and BREAK DOWN only at my designated time. Failure to comply will result in me not be accepted to the festival next year and loss of my deposit.

____ To be covered by \$1,000,000 of recovery Commercial General Liability insurance. I will provide an original copy of my certificate of liability insurance policy with the Canaveral Port Authority and Brevard Production Inc. named as additional insured. My application is NOT complete without this certificate. I will also provide copies of the certificate during the event.

____ To pay for ANY additional expenses that require any repairs, such as an electrician to repair my connections.

____ To accept the location assigned by the committee, stay within the allotted area and to make sure there are no leaks into the food service area. (Vendors may not request specific location sites).

____ I must keep the area around my space clean of litter during festival hours and at the close of each day.

____ I will NOT use any generator that my food service unit may be equipped with. (City Ordinance/Noise Ordinance)

____ I will NOT use any public address systems or musical amplifiers.

____ To pay a cleanup deposit of \$100.00 to ensure compliance with the rules of the festival. Deposit will be refunded by mail, after a reasonable amount of time following the festival, if all rules associated with this contract are honored, as determined by the Seafood Festival of Port Canaveral Committee, Chairman and Staff.

____ I must provide a LARGE TRASH BARREL and empty it AS NEEDED during the entire Festival.

____ To use the appropriate containers for bleaching, washing and rinsing. I must properly dispose of "grey water" during the Festival in the appointed water holding tanks (if applicable).

____ To use the provided appropriate containers to utilize for grease disposal. I will not dispose of grease in the "grey water" holding tanks.

____ To provide a working, up to date, class "ABC" fire extinguisher and, if frying, a working, up to date class "K" fire extinguisher in my unit. All propane deep fat fryers must be self-contained (enclosure of open flame) and be controlled by an accurate thermostat (if applicable).

____ To review and abide by the enclosed Helpful Hints for Safe Food Handling.

____ To meet with the Florida Sanitation, Safety Administrator and FDBBR and pay all applicable fees.

____ To cooperate at all times with the members of the Seafood Festival at Port Canaveral Committee. The Seafood Festival at Port Canaveral Committee reserves the right to close any vendor not complying with Festival rules.

Printed Name: _____ Signature: _____ Date: _____

670 Dave Nisbet Dr, Cape Canaveral, FL 32920

Please email all required vendor materials to gilesmalone@gmail.com or mail to Brevard Production Inc, 2230 Sykes Creek Drive, Merritt Island, FL or Fax to 1-855-386-3836. Questions? Call 1-321-323-4460 or 1-855-386-3836



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Agreement

I understand and agree with the rules and regulations that are set forth in this application and agree to abide by and fully comply with said rules. I understand and agree that the Seafood Festival at Port Canaveral, its related entities and the Committee are not responsible in any way for damage, loss or theft of me, my firm or of my customers and employees and agree to indemnify and defend and hold harmless the Seafood Festival at Port Canaveral, Brevard Production Inc., The Canaveral Port Authority and the Cove Merchants Association, its related entities and the Seafood Festival at Port Canaveral Committee against such loss, damage or theft. I understand that I will sell only approved menu items which do not contain imitation seafood. I hereby submit my signed application for the 2016 Seafood Festival at Port Canaveral. I understand that failure to follow all rules to the satisfaction of the committee may result in the forfeit of my deposit and the closing of my booth.

In the event that the Seafood Festival of Port Canaveral Committee are unable to hold the 2016 Seafood Festival as scheduled by reason of war, acts of God or acts of nature (rain, inclement weather, etc.), or any other reason, or the Festival is interrupted in any way, no refund shall be made and it is agreed that all contracts are null and void. There shall be no responsibility or liability on the part of the Seafood Festival of Port Canaveral, its related entities or the Seafood Festival Committee for any losses sustained by any person caused by such event. The Seafood Festival of Port Canaveral and Brevard Production Inc. in no way guarantees any return or benefits to vendor. It is further agreed and understood that the Seafood Festival of Port Canaveral and Brevard Production Inc., its related entities and the Seafood Festival Committee assume no liability for any injury or death to person, property or any other damages or losses occurring in the Festival premises during the Festival. I agree to forever indemnify and defend and hold harmless the Seafood Festival of Port Canaveral, Brevard Production Inc and their owners and officers, its related entities and the Seafood Festival of Port Canaveral Committee, officers, directors, employees, and volunteers from and against any and all claims, actions, causes of action, and lawsuits for loss, death or damage of person, property and any other loss whatsoever arising out of any act, omission or negligence in the operation or conduct of myself/business, including violation of any law, ordinance, code, rules and regulations, and all attorney's fees and costs incurred by those parties. All the foregoing is agreed to in consideration of and as a condition precedent to the Seafood Festival of Port Canaveral and Brevard Production Inc. providing to me/my business the applied for vendor space. The indemnification provisions shall survive after the 2015 Seafood Festival at Port Canaveral.

Printed Name: _____ Signature: _____ Date: _____



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Photography and Video Release

By submitting an application to the Seafood Festival of Port Canaveral, the applicant and/or Artist, Business, or Group participating in the Seafood Festival at Port Canaveral hereby irrevocably agrees and consents that his/her photograph, video digital or audio recordings, images, likenesses, comments and any displayed, dealt in and copyrighted by the Brevard Production Inc or its successors and assigns, and by any other person, corporation or association duly authorized by Brevard Production Inc., with any restriction or limitation, for advertising and revoked by trade of every kind and any other purpose. This release is applicable now and in the future and cannot be revoked by applicant. It is understood and agreed that said photograph, picture, film, video, digital or audio recordings, images, likenesses, comments and any reproductions thereof, as well as any materials connected therewith and the rights arising therefrom and thereunder, are the exclusive property of Brevard Production Inc., binding upon heirs, next of kin and personal representatives.

Printed Name: _____ Signature: _____ Date: _____



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Helpful Hints for Safe Food Handling

We remind you that in accordance with Florida law, all food vendors must be compliant with current Florida guidelines for Temporary Food Service Events. Please review the following helpful hints which will help to assure your booth will meet current Florida regulations:

TO PREVENT FOODBORNE ILLNESS:

- Obtain foods from an approved source. Home prepared food is not allowed.
- Wash hands thoroughly before and after handling foods.
- Maintain hot foods at temperatures of 135 degrees Fahrenheit or above.
- Maintain cold foods at temperatures of 41 degrees Fahrenheit or below.
- Cook ground beef to a minimum of 155 degrees Fahrenheit.
- Cook chicken to a minimum of 165 degrees Fahrenheit.
- Take frequent food temperatures.
- Heat foods quickly and cool foods rapidly.
- Keep raw and cooked food separate.
- Thaw foods properly: completely submerged under running water not longer than four hours, as part of a cooking process, or through refrigeration.
- Use single service articles wherever possible.
- Keep foods covered and protected from dust, dirt, insects, vermin, and human contamination.
- Minimize handling of foods before, during and after preparation.
- Do not use swollen, leaking, or damaged canned goods.
- Store all food product and equipment at least six inches off the ground.

ITEMS REQUIRED AT A TEMPORARY EVENT:

- Sanitizer
- Probe thermometer
- Chemical test strips (for measuring sanitizer concentration)
- Hair restraints such as a hat or hair-net
- Adequate supply of back-up utensils
- Adequate supply of potable water
- Soap and single service towels
- Fire extinguisher (properly tagged and correct type)
- Adequate facilities and equipment to maintain food at the proper temperatures
- Adequate protection from flying insects, vermin, dust and dirt
- Adequate protection for food displayed, prepared or stored

Printed Name: _____ Signature: _____ Date: _____