

2008 Florida Pirate Festivals, LLC

Vinoy Park, St. Petersburg, Florida



November 21, 22, 23, 2008
 Friday and Saturday 10 am – 8 pm
 Sunday 10 am – 6 pm

PO Box 40094
 St. Petersburg, Florida
 33743-0094

www.piratefair.com
 866-997-4728

Vendor Contact Info:

Vendor Agreement

Vendor Name	Booth Name
Social Security Number	Address
Phone Number	City, State, Zip
Cell Phone Number	E-mail

Emergency Contact Information

Emergency Contacts Name, Phone Number, Cell Phone Number

Booth Information

Booth and Product Description	Booth Managers Name	Tent Size (feet)
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~~ Additional Footage can be purchased for \$10.00 per foot.~~

Booth Fees	# of spaces	12'x12'	Additional Footage (\$10.00 Per Foot)	Totals
Strolling		\$90.00		
Merchant/Artisan				
Craft Space		\$150.00		
Game		20% of receipts		
Ride		20% of receipts		
Additional Services		Per Day		
110V electricity (first come first serve basis)		\$15.00		
Camping Fees (From 11/20/08 – 11/24/08)		\$100.00		

Signed (Vendor): _____ Grand Total Due with application \$ _____

Date: _____

Please read, sign and return with application

~~~~~ Rules and Regulations: ~~~~~

The Vendor, and each individual employee agrees to abide by the Rules and Regulations as published by the Producer (Florida Pirate Festivals, LLC) and acknowledges that a violation thereof may void any contract with the Producer. Said rules and regulations are incorporated herein by reference and made a part hereof. All booths must be of Pirate/Medieval/Renaissance theme. All modern items must be masked and hidden. Vendor and all sales staff must be **appropriately costumed** (Pirate themed) during Festival hours, Renaissance acceptable.

All booths must be opened and manned during the Festival hours. At all times Vendor agrees to operate their business and any concessions granted hereby in a safety-first and always courteous manner. The Vendor further agrees to operate in every respect, in full compliance with all local, state, and federal law regulations.

The Vendor understands and agrees that during the course of the Festival, the Vendor might appear in photographs, videos, film, recordings and the like in connection with the Vendors participation in the Festival.

Vendor hereby consents to the use of any such audio, photo or video portrayal of the Vendor or the Vendors structure by the Producer for advertising, promotional, or any other purposes, and agrees that any such portrayals shall thereafter become the sole property of the Producer for their use thereafter. Vendor further agrees to comply with any reasonable request of the Producer for the Vendor to assist in the public relations activities of the Festival while on the Festival site.

Taxes:

Participants agree to pay all the necessary local, state and federal taxes from all earnings at the Florida Pirate Festival, to be invited back each year. The Producer (Florida Pirate Festivals, LLC) waives any responsibility thereof. All worker's Compensation Insurance is the liability of each and every Vendor.

Pets:

No pets are allowed on Festival site during the Festival hours of operation. If you have your pet on site during setup and tear down, please be courteous and clean up after your pet.

Fire Extinguishers:

Fire Extinguishers are required at each booth. The Fire inspector will be making random checks at each booth through the course of the weekend. Please have fire extinguishers present at all times.

Insurance:

All Participants must supply a copy of their liability insurance to the Florida Pirate Festivals LLC, naming the Florida Pirate Festivals, LLC as co-insured. Please supply a copy of your insurance with your application. If your insurance has not updated by Oct. 1st 2008, You must submit a copy of the current insurance for our records with your application showing you have insurance currently and submit a copy of the renewed insurance after renewal. Artisans without insurance may not participate in our Festival and will not receive a refund.

Cancellations:

Cancellations will be honored if received in written form before Oct. 1st, 2008. Cancellation by phone call or no-show will not be refundable. A \$50.00 processing fee will be deducted.

Drinking and smoking:

Consumption of Alcohol and or use of substance by participants during fair hours is prohibited. Smoking of cigarettes must be done discretely behind the scenes.

Please secure your valuable merchandise EACH EVENING. The Florida Pirate Festival, LLC is not responsible for the Theft of any Merchandise or Personal property left on the site.

Signed (Vendor):

Date:

Please Read, Sign And return with your Application

~~~~~Site Requirements~~~~~

### *Weather:*

This is a rain or shine event. Weather conditions must not interfere with costuming or merchandising unless deemed unsafe by the Festival Management.

### *Set-Up:*

Set-up will begin on November 19, 2008. Please Check in prior to setting up your booth. All booths are required to be set up and vehicles off the grounds by 9:15 am on Festival days and must be opened for the duration of the show unless previously arranged through Management.

### *Electric:*

Limited electrical usage spaces are available , these are awarded on a first come first serve basis .Please include the additional electrical fees along with your booth fees.

### *Booth Size:*

Booth spaces are 12x12 .That includes 2 feet for tie downs. If your tent size is larger than 10 x 10, you must purchase additional footage. Contact the Vendor Coordinator if you have any additional questions or concerns.

### *Submitting Items for Jury:*

Please fill out the included jury form for all merchandise to be sold. Please supply the item name, a description of the Item and any photos along with the form. While the Festival works diligently to Provide a venue where all of our artisans can thrive. No Vendor has Exclusive Agreements with the Florida Pirate Festivals, LLC.

### *Juried Items:*

All Merchandise in each booth must be juried in. Only items approved by the director of Vendor Relations may be sold at the Florida Pirate Festival. Vendors found with items in their booth that are not on their APPROVED jury list will be asked to remove the unapproved items. If there is a second occurrence you will be asked to leave the site and you will not be refunded .

~~~~~**NO STRAWS OR OPENED GLASS CONTAINERS ALLOWED ON SITE**~~~~~

Please mail Vendor Agreement, Jury Form, Proof of Insurance, Commitment to Pay Taxes, Signed Artisan requirements and rules, Participant ID and Parking Pass form, Covenant not to sue agreement, Camping request form and Booth Fees to:

Florida Pirate Festivals LLC.
PO Box 40094
St. Petersburg, Florida
33743-0094

This Agreement contains the entire understanding of the parties and no oral or other representation contained herein shall be binding upon the parties hereto.

This Agreement made and entered into this _____ day of _____, 2008

Signed (Vendor):

Florida Pirate Festivals LLC

Vinoy Park, St. Petersburg , Florida

PO Box 40094
St. Petersburg, Florida
33743-0094

www.piratefair.com
866-997-4728

Commitment to Paying of Taxes

The Vendor agrees to pay all the necessary Local, State, and Federal taxes from earnings at the Florida Pirate Festival. The Vendor agrees to comply with all tax regulations, including timely payments. The Vendor also agrees to not hold the Florida Pirate Festivals LLC liable for any local, state and federal taxes from income that the vendor might earn at the Florida Pirate Festival.

| | |
|------------------------|------------------------------------|
| Vendor Name | Booth Name |
| Social Security Number | Address |
| Phone Number | City, State, Zip |
| Cell Number | Florida Tax ID#
(if applicable) |
| E-Mail | Website |

For more information on Florida State Sales and use Tax go to: www.myflorida.com/dor

Signed (Vendor):

Date _____

Florida Pirate Festival 2008

Participant ID and Parking Pass Information Form

Please list Yourself and all employees on this form. This is the information used to make your Festival ID passes and Participant Parking Passes that are required to enter the Festival grounds during the Florida Pirate Festival.

Please list ALL vehicles that will be on the Festival grounds and Parking.

Participant ID Passes

~~~~~Please Print Clearly~~~~~

|          |
|----------|
| Owner:   |
| Manager: |
| Employee |
| Employee |
| Employee |
| Employee |

### Participant Parking Passes

| Name | Vehicle Make, Model, Year | State | Vehicle Tag Number |
|------|---------------------------|-------|--------------------|
|      |                           |       |                    |
|      |                           |       |                    |
|      |                           |       |                    |
|      |                           |       |                    |
|      |                           |       |                    |
|      |                           |       |                    |

~~~~~Please fill in and return with your application~~~~~

Florida Pirate Festival Checklist For 2008 Registration

Please complete and send the following items so we may process and complete your application. Thank you for your time in completing this application Process.

- ___ Full Vendor Booth Fee and Electric Fee
- ___ Completed and signed Vendor Agreement
- ___ Signed Rules and regulations Page
- ___ Signed Site requirements Page
- ___ Proof of Insurance - Copy for our records
- ___ Commitment of Paying Taxes
- ___ Jury Form for Arts and Crafts
- ___ Photos of Items on Jury Form
- ___ Photos of Tent Display and Costuming
- ___ Festival Participant Pass and Parking Pass Form
- ___ Covenant not to sue and Hold Harmless Agreement
- ___ Camping Permit Request Form and Camping Fees

Please make checks Payable to:

Florida Pirate Festivals LLC.

PO Box 40094

St. Petersburg, Florida

33743-0094

Note : Please make a copy of this agreement for your records.

Florida Pirate Festivals LLC

Overnight Camping Permit

Overnight camping is permitted for recreational vehicles/trailers. To secure your campsite please complete the following form and return it to Florida Pirate Festival Vendor Relations . You will receive your camping Permit in your check- in package when you arrive.

Camping Information:

- *** Overnight Camping is available from Nov. 20 to Nov. 24, 2008
- ***Camping is allowed only in designated areas.
- *** **All Vehicles must be off the grounds by 12:00pm on Monday the 24th**
- ***110v electric, showers and Port-a-lets are available. (you have to bring your own cord)
- ***RV hookups are **NOT** available.
- *****No Tent Camping.**
- ***Recreation Vehicles may **NOT** release sewage content on the ground.
- ***Camp Fires are **NOT** permitted.
- ***Please keep loud noise, such as music, animals, and rowdy behavior to a minimum, **The city of St. Petersburg has a 10:00 pm noise ordinance which the local police and fair security will enforce.**
- ***Consumption of alcoholic beverages at anytime is not allowed.
- ***You will be responsible for cleanup and removal of all your trash.
- ***Pets are allowed only in camping area, the city of St. Petersburg has a leash law, Please make sure your pet is on a leash.

These rules have been created to make the camping site a safe and secure area for campers and their merchandise. Failure to comply with these rules may result in a vendor being asked to leave immediately, and may make vendors ineligible for admission to future shows. Florida Pirate Festivals LLC. reserves the right to make the final interpretation of the rules. Florida Pirate Festivals, LLC will supply security as a courtesy. The local police will also be patrolling the area.

Vendor agrees to comply with the Festival rules for both, the site and camping areas , I understand and agree that camping is an associated activity to participating in the Festival and agree to indemnify fully, release, waive , discharge covenant not to sue , and hold harmless Florida Pirate Festivals, LLC and its associates as covered in the "COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT" included herein the Florida Pirate Festival ,LLC Vendor Agreement.

Signed (Vendor) :

Date :

Camping Permit Request

Booth Name :

Participant Name :

of Persons

Description of Vehicle/RV :

Vehicle Tag Number :

State :

Please Mail to:
Florida Pirate Festival
Vendor Relations
PO Box 40094
St. Petersburg, FL 33743-0094

Florida Pirate Festivals, LLC

COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate in the 6th Annual Florida Pirate Festival, which is produced by Florida Pirate Festivals, LLC, Vendors shall release, waive, discharge, and covenant not to sue, and agree to indemnify and hold harmless Florida Pirate Festivals, LLC, each and every of its managing members, officers, directors, volunteers, sponsors, and agents and the City of St. Petersburg it's agents, employees officers, and volunteers from and against any and all loss, liability, expense, claim costs (including costs of defense), fines, penalties, consequences, and suits and damages of every kind, nature and description . Vendors shall pay all claims, damages, judgments, legal costs, adjustors' fees and attorneys' fees and attorneys' fees related thereto.

Vendors understand and appreciate the potential dangers, hazards, and/or risks, directly and/or indirectly inherent in participating in the Festival and its associated activities and events, which may include but are not limited to the loss of life, serious loss of limb, or loss of property. Vendors participation in the Festival and its associated activities and events is completely voluntary and at the Vendor's own risk. Vendors voluntarily assume full responsibility for any risks of loss, property damage or personal injury including death that may be sustained during or as a result of participation in the Festival and it's associated activities and events whether caused by an act of commission or omission on the part of the producers or otherwise.

It is the express intent of the Vendor that this covenant not to sue and hold harmless agreement shall bind the members of their family and spouse if alive and heirs, assigns and personal representatives if deceased.

In signing this covenant not to sue and hold harmless agreement I acknowledge and represent that I have read the foregoing covenant not to sue and hold harmless agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representation, statements, or inducements apart from the fore going agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

By completing the information and signing below, you agree to Covenant not to Sue and Hold Harmless conditions stated above .

Booth Name

Vendor

Date

Printed name