



Friday, December 17 - 6pm until 9pm

Vendor Application and Agreement

Vendor's name _____

Business name (if applicable) _____

Address _____

City _____ State _____ Zip code _____

Phone _____ Cell _____

Email _____

Proposed items for sale/display:

By signing below, the Vendor acknowledges that this application does not automatically reserve a space but is waiting for review to see if items fit event criteria. If approved, vendor will be notified. Additionally, the Vendor's signature below indicates that Vendor has read and understands the event Policies and Procedures, attached as Exhibit "A" and incorporated herein by reference. Vendor's signature also indicates agreement with the terms of the Hold Harmless, Indemnification and Copyright Agreement below.

Hold Harmless/Indemnification/Copyright Agreement

Vendor shall indemnify and hold harmless Mills 50 Main Street, the City of Orlando and Central Florida Educators Credit Union from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Contract or Vendor's use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees.

Vendor is responsible for all monies collected from the sale of Vendor's goods plus collecting and reporting of sales tax. Mills 50 Main Street is in no way responsible for any lost or stolen monies or items.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Event; and Vendor agrees to indemnify and hold harmless Mills 50 Main Street, City of Orlando and Central Florida Educators Credit Union from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend same from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Orange County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Orange County, Florida. This Agreement may not be modified or amended except by a writing signed by the parties.

Vendor Signature _____

Print name _____ Date _____

Items approved for sale: _____

Mills 50 Main Street Executive Director _____ Date _____

All booths are 10' x 10'. Cost is \$25 per booth. A \$10 deposit is due within five (5) days of notification of acceptance; the remaining \$15 is payable by cash or check at the event. Credit cards are not accepted.

Mills 50 Jingle 'n Mingle

Exhibit "A"

General Event Parameters

- ◆ The Event will be open to the public from 6 pm until 9pm on Friday, December 17, 2010. The event will take place in the parking lot of the Central Florida Educators Credit Union (1200 Weber Street).
- ◆ Vendor is given a non-exclusive right to sell/display approved items.
- ◆ The spaces are 10' X 10'. The Mills 50 Executive Director determines where each Vendor is placed within the event and may limit the number of spaces to be used by any one Vendor.

Set-Up and Break-Down/Event Operations

- ◆ Vendors will have from 3pm until 5:45 pm. to load in. No Vendor may enter the event area to set up prior to 3pm unless Mills 50 Executive Director has approved such early entry.
- ◆ All booths must be completely set up by 6pm and stay open with complete set up until 9pm. At 9pm Vendors must tear down tables and tents and pack all supplies before being able to get their vehicle.
- ◆ Vendors must bring heavy duty trash bags to bag their garbage.
- ◆ Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. The Event does NOT require a tent but all tables must be covered by a cloth. Any tents used must comply with City of Orlando code provisions regarding tent usage.
- ◆ Signage must be properly displayed with Vendor's business name.
- ◆ Vendors shall maintain their booths in a neat, organized manner, free from clutter.
- ◆ All Vendors are required to have a plastic drop cloth or tarp for possible rain. It is also suggested that vendors have weights to secure tents in case of wind. At no times are any stakes to be used to secure tents.

Licenses, Health Codes and Grease Management

- ◆ All vendors must have either a City of Orlando and/or Orange County occupational license for the event and State licenses when required for their type of goods or food products and have licenses in their booth at all times.
- ◆ Vendors that serve any food products/food samples that are not prepackaged must comply with state laws and regulations related to food service. Each food vendor must have a spill cleanup kit; protect the

ground under and around deep fryers using cardboard or a tarp; and dispose of all grease in an approved collection bin.

- ◆ Sales tax, when required by the State, is the responsibility of the Vendor.

Photographs/Video/Logos

- ◆ By Vendor's operation at the Event, Vendor consents to Mills 50 Main Street's right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Event. All images will become the property of Mills 50 Main Street.

- ◆ Mills 50 Main Street logos and images may not be used for any purpose without the written consent of Mills 50 Executive Director.

Enforcement of Rules

- ◆ Violation of any general public safety rules or Event policy listed in this Agreement by Vendor or Vendor's staff or exhibition of improper behavior may result in termination of space rental.

- ◆ Vendors shall conduct themselves in a courteous and professional manner with other Vendors and event patrons. Failure to do so is cause for immediate removal from the Event.