



## 2022 July 4<sup>th</sup> Merchandise Vendor Agreement

(Please Print or Type)

Return Application to:

Leesburg Partnership Inc  
401 W. Magnolia Street  
Leesburg, FL 34748  
joanie@leesburgpartnership.com

352-365-0053 Office

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

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

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

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail (important): \_\_\_\_\_

Description of Products: \_\_\_\_\_

Electric needs \_\_\_\_\_ please specify type needed

- Vendor space is \$50.00 for a 10x10 space. Vendors are responsible for their own tent and tables and must supply insurance certificate as detailed on page 3. Any tent over 120 square feet shall be flame retardant. All vendors must have in their tent at least (1) 3A40BC fire extinguisher with a current inspection tag by a licensed fire extinguisher company and "No Smoking" sign(s) displayed.

I, the undersigned, have read the entire Vendor Rules and Regulations governing the Leesburg Partnership, and agree to adhere to them. (very important)

I understand that the Leesburg Partnership, Inc. reserves the right to limit or discontinue the participation of a vendor at any time. The Leesburg Partnership, Inc. also reserves the right to ask that unsuitable or unapproved products be removed from sale.

Vendor Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Signature

## 4<sup>th</sup> of July 2022

### **INTRODUCTION**

The Annual 4<sup>th</sup> of July Celebration is the direct result of the Leesburg Partnership whose goals are to work together with the residents, government, and businesses, whose focus is for the Physical, Economic, Historic and Social revitalization of the Leesburg Community.

The 4<sup>th</sup> of July Celebration will be held at Leesburg Ski Beach, Leesburg Florida. This area will be closed to vehicle traffic during event hours. The Celebration opens to customers from 12:00pm to 9:00 pm. For more information contact Joanie Smalley by phone (352)365-0053 or by email: [joanie@leesburgpartnership.com](mailto:joanie@leesburgpartnership.com)

### **OPERATIONAL GUIDELINES**

**PRODUCT TYPES: Service or Non-food related products only. All food related vendors, including shaved ice, drink, popcorn or snack, apply with J & B Sales at 352-793-9124.**

#### **FEES:**

- The standard rent for a 10 X 10ft booth space is \$50.00

### **VENDOR APPLICATION APPROVAL PROCESS**

The application process begins by the prospective vendor sending a detailed description of the proposed products and booth setup.

The description should include:

- Detailed description of the types of item(s) you want to sell
- How you plan to display your item (e.g. displayed on table, hung on racks, etc.)
- Pictures or a reasonable sample of your products (pictures are not returned)

Potential vendors are screened based on a number of criteria's:

- Product Type -Whether the product/service falls within the event guidelines
- Product Quality – The quality and uniqueness of the product.
- Presentation – The display of the products on tables and throughout the booth.
- Vendor Style – The general friendliness and appearance of the vendor.

The Leesburg Partnership is responsible for making the final decision about new vendors.

Exclusivity of any product is not allowed. However, we do restrict the number of vendors who carry specific types of products. If a category is already ‘filled’, you will be notified.

Vendors are not permitted to add additional product lines (outside the products described on their application). Any subsequent addition to their initial line of products needs to be reviewed and approved by the Leesburg Partnership prior to the event.

\*\*An example of a product line change requiring approval would be a vendor offering candles wants to add jewelry.

This event is not intended to be a crafts fair or flea market and reserves the right to decline any participation of vendors that do not fit the objectives or criteria for participation.

### **\*\*\*Insurance Requirements\*\*\***

Insurance Deadline is July 1 2022

**All Vendors must provide the Leesburg Partnership, Inc. with a certificate of general liability insurance for \$300,000 per occurrence and \$600,000 aggregate, with no exclusions for products/completed operations, naming the City of Leesburg, the Leesburg Partnership, Inc. and its affiliated organizations as additionally insured. The policy to which the additional insured is added applies on a primary basis in relation to the additional insured’s own policy, which will be non-contributing. The name on the policy must match application. Please request a form ACCORD 25 or equivalent, with the description of operations being: The Leesburg July 4<sup>th</sup> Celebration, Event date: July 4, 2022**

**All certificates must be sent to the following:**

Leesburg Partnership  
401 W. Magnolia Street  
Leesburg, FL 34748

Email: [joanie@leesburgpartnership.com](mailto:joanie@leesburgpartnership.com)

**Workers’ Compensation:**

“Vendor shall carry workers’ compensation insurance as required by applicable state law. Notwithstanding this subsection, because Workers’ Compensation coverage does not extend to owners of companies, including sole proprietors, Vendor retains legal and statutory obligations for damages due to any work-related/on-the-job injuries, bodily injuries either by accident or disease, occurring to Vendor, employees, agents, or servants as a result of employment. In such case, Vendor agrees to maintain in full force and effect personal health insurance for the entire term of this Agreement”

Should Vendor choose or is not required to provide Workman Compensation Insurance, Vendor agrees to the following:

ASSUMPTION OF RISK: VENDOR IS AWARE THAT, NEITHER VENDOR NOR LEESBURG PARTNERSHIP IS PROVIDING VENDOR WITH WORKMAN COMPENSATION INSURANCE. FURTHERMORE, VENDOR HAS ELECTED NOT TO PURCHASE OR PROVIDE PROOF OF WORKMAN COMPENSATION INSURANCE TO LEESBURG PARTNERSHIP. VENDOR MAY BE EXPOSED TO PERSONAL INJURY OR DEATH AS A RESULT OF VENDOR'S ACTIVITIES, THE ACTIVITIES OF OTHERS, OR THE CONDITIONS UNDER WHICH SERVICES ARE PERFORMED. WITH KNOWLEDGE OF THESE RISKS, VENDOR AGREES TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH, AND VENDOR and VENDORS AGENTS VERIFIES THIS STATEMENT BY PLACING VENDORS **INITIALS** **HERE:** \_\_\_\_\_

Release: In consideration of the opportunity to provide services to Leesburg Partnership, VENDOR hereby agrees that VENDOR, its successors, assignees, heirs, guardians and legal representatives, will not make any claim against Leesburg Partnership or any of its affiliated organizations, Health Plans, Insurances or their officers, directors, or employees for work related injury, death or damage resulting from the acts or omissions of any person or entity, however caused, arising from providing services at Leesburg Partnership. Without limiting the generality of the foregoing, VENDOR hereby waives and releases any rights, actions or causes of action resulting from work related personal injury or death, sustained in providing services at Leesburg Partnership; provided, however, that the injury, death or damage was not caused by an act or omission that was grossly negligent, VENDOR further understands that VENDOR is responsible for all and any medical bills caused from providing services at Leesburg Partnership.

## **RESERVATION PROCESS**

- Payments should be made at time of application submission.  
Please make checks payable to:  
Leesburg Partnership, Inc.  
401 W. Magnolia St  
Leesburg, FL 34748
- Payments made to reserve a spot are non-refundable.
- Reserved vendors who have not arrived by 12:00pm on July 4th, or have indicated in advance that they will be late, may forfeit their space.
- Any subsequent communications regarding changes in your schedule should be made by phone or email to the Leesburg Partnership.
- No refunds will be given due to rain cancellations. An alternative "Rain Date" will be July 5<sup>th</sup>

## **SETUP & OPERATIONS**

### **SETUP:**

#### Arrival

- Vendors can begin setting up their display after 9:00am and must be completed by 12:00pm on July 4<sup>th</sup>.
- Please be very conscious of your speed as you drive through the area or the neighboring parking lot at the beginning and end of the day. You should drive no faster than walking speed.

- As you are unloading and setting up, be conscious of parking your car in a way that maximizes the ability of other cars to get through. Move your car out at the very earliest opportunity.
- We will do our best to meet the specific needs and requests of each vendor, while balancing the overall needs of the event.
- Check in with the event coordinator on your arrival to confirm your location.
- Spaces are delegated. Be careful to stay within the boundaries of your space.
- Vendors are responsible for supplying all of their booth materials ie: tables, tents, chairs, etc.

## **OPERATIONS:**

### Parking

- Vendors are not allowed to park in the event area.
- Vehicles should be moved from the event area no later than 4:45pm.
- Double parking (even for a short time) in a thru-traffic lane is not allowed.

### Electricity

- Electricity is available and must request at time of application.

### Obstacles

- Minimize any obstacles (such as signs) that might impede free flow of pedestrian traffic.

### Selling

- Vendors should limit their sales activities to their general booth area, unless otherwise approved. In addition, no 'out crying' devices (that would be disruptive to neighboring vendors) should be used.

### Flyers

- Vendors may only distribute flyers within their booth space, and not in the pedestrian traffic areas.

### Garbage

- Vendors are responsible for breaking down and bagging all their garbage and placing in designated Vendor dumpsters.

### Wind

- 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.

### Change

- Plan to bring adequate change (bills and coins) with you. The management does not provide change.

## **BREAKDOWN & CLOSINGS**

### **BREAKDOWN**

#### Clean-up

- Vendors are responsible for leaving their area free of garbage and debris.

### Vending Duration

- Vendors are expected to remain “open” for business until the close of the event, if you should sell out of product please inform the event coordinator.
- No vehicles are allowed into the event area for breaking down until the area has been cleared.

### **WEATHER CLOSING**

- The event will not be cancelled or rescheduled simply due to a general rain possibility.
- If rain threatens after the event opens, we actively monitor radar to determine if and when to close.

### **LICENSES & HEALTH CODES**

- Obtaining the proper licenses or permits, and obeying all codes is the sole responsibility of the vendor.
- The Leesburg Partnership provides a blanket occupational license for all participating vendors (that applies only while they are vending at this event).
- Sales tax, where required by the State, is your responsibility.

### **GENERAL GUIDELINES**

#### Community Behavior

- Vendors are expected to be courteous to customers, vendors, and event 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 permanent removal.

#### Smoking

- Smoking by vendors in the event area is strongly discouraged.

#### Alcohol

- No vendor shall possess any alcoholic beverage.

#### Solicitation

- Solicitation of any type (distribution of flyers, requests for money, petitions, etc.) is not allowed within the event boundaries. Please inform an event representative if you see solicitation occurring.

### **ENFORCEMENT OF RULES**

- Any grievance regarding the actions of other vendors should be brought to the attention of the vendor coordinator, and not directed to the vendor in question.
- Any vendor not in compliance with the above regulations may be asked by the management to leave the premises immediately. No refund will be given.

## Hold Harmless and Indemnification

I hereby agree to INDEMNIFY, RELEASE, and HOLD HARMLESS the Leesburg Partnership, Inc., Leesburg Partnership II, LLC, Leesburg Partnership III, LLC, Leesburg Partnership IV, LLC, Leesburg Partnership V, LLC, and the City of Leesburg and the Officers, Directors, Agents, Leagues, and Employees of these entities from and against any and all rights, actions, causes of action, suits, losses, damages, judgments, claims, claims of liabilities, cost and expenses of any kind as well as attorney's fees and court costs at trial and on appeal, of whatsoever kind or nature to which these entities and individuals may be subjected to as a result of any death, personal injury or damage to property arising in any manner from my direct or indirect participation in the Leesburg 4<sup>th</sup> of July Celebration, including any such rights, actions, causes of action, suits, losses, damages, judgments, claims, and claims of liabilities arising out of or resulting from the negligence of these entities or any of their agents, servants, employees or any independent contractors acting on their behalf. I further agree that this Hold Harmless Agreement shall apply in the event I am disabled, injured, or incur disease of a temporary or permanent nature while participating in, or die as a result of participating in, this activity, regardless of the cause including negligence of the above reference entities, their agents, servants, employees or independent contractors.

Miscellaneous This Agreement has been delivered in the County of Lake, State of Florida and shall be construed in accordance with the law s of Florida and venue for any action arising from this agreement shall be Lake County, Florida. This Agreement may not be modified or am ended nor shall any provision of it be waived except by a writing signed by the parties, and in the case of the City of Leesburg, approved by the Leesburg City Commission at a public meeting.

The undersigned further certifies that he/she is the responsible person referred to in the rules and that he/she is authorized.

1. To execute on behalf of the business, and
2. To execute legal process on behalf of the business.

I understand that I will not be allocated space until all of the above documentation is on file in the Leesburg Partnership office. All fees are non-refundable once location has been assigned .

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

I certify that I have fully read and understand the contents of this Application and that I fully agree to all of its term s and conditions.

\_\_\_\_\_  
Company Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Personal Name (Printed): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_  
Street / Mailing Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
Signature: