



VENDOR APPLICATION AND AGREEMENT

**ALL FIELDS MUST BE COMPLETED
VENDORS MUST BE 17 YEARS OF AGE TO APPLY**

VENDOR'S NAME: _____

BUSINESS NAME (IF APPLICABLE): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EMAIL: _____

Prior to completing an application, please read the entire Vendor Application and Agreement and make sure your product meets the criteria and that you can meet the rules of the festival. If you have not visited the festival before, we strongly encourage you to do so before submitting an application. Product categories that we do not accept are:

1. Informational and/or promotional
2. Charitable/fundraisers
3. Screen printed apparel
4. Franchise and direct sale business
5. Commercial/mass produced products (with or without an internet business)
6. Electronics and related accessories
7. Any resale/flea market type merchandise

Please list and describe in **DETAIL** ALL proposed items for sale, you must include 3-5 photos of items and display. Mail to: RTP Productions, 101 S. Garland Ave. Suite 204 Orlando, FL 32801. Or e-mail to Jamie@RTPFlorida.com. Please allow 7-10 business days for review of your product. Please note that the application process will not begin until we receive a fully completed application and pictures that display your product.

ITEM NAME	DETAILED ITEM DESCRIPTION

**If additional space is needed. Please use the other side of this sheet.

By signing below, the above Vendor acknowledges that application submission and approval by Red Top Productions Corporation (RTP), the Festival Director, DOES NOT reserve festival space or guarantee festival space availability. Once application is submitted, a review and approval must be made solely by and at the discretion of the Festival Director. The Festival Director may deny any vendor that does not meet the needs of the festival and festival product quality standards and this is observed on a case by case basis. Festival space is limited by product category. If approved, vendor may be placed on a waiting list based on their particular product category. The Festival Director is able to cancel or modify this agreement at any time. Vendor acknowledges that such Policies and Procedures may be amended from time to time in writing in a timely manner by the Festival Director and agrees to abide by the terms of any such amendments. If Vendor continues to vend at the Festival following the adoption of such amended Policies and Procedures and the Vendor acknowledges that violation of such amended Policies and Procedures may result in loss of Winter Garden Music Festival rental privileges. Festival Management may ask vendor to immediately exit the Festival.

HOLD HARMLESS/INDEMNIFICATION/COPYRIGHT AGREEMENT

Vendor shall indemnify and hold harmless RTP, The City of Winter Garden, Festival Manager, and Winter Garden Heritage Foundation 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. RTP, Inc., the City of Winter Garden and the Festival Manager are 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, devised, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Festival; and Vendor agrees to indemnify and hold harmless RTP, Inc., the City of Winter Garden, Festival Manager and Winter Garden Heritage Foundation 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 RTP, Inc., the City of Winter Garden, Festival Manager and Winter Garden Heritage Foundation 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.

Signature below indicates that Vendor has carefully read and understands all of the above terms and requirements and the attached as Exhibit "A", Winter Garden Music Festival Policies and Procedures, and incorporated herein by reference, and that any violation of such may result in loss of Winter Garden Music Festival rental privileges.

Booth space is either 10' x 10' or space as needed* (*booth price may differ). Cost is \$125.00 plus 5% of sales per booth, due no later than November 3rd, 2017. 5% of Sales due the day of the Festival. A \$30 fee WILL be imposed for returned checks and the vendor privilege of this form of payment will be discontinued. Credit cards are not accepted.

VENDOR SIGNATURE:_____

PRINT NAME:_____ **DATE:** _____

EXHIBIT "A"

WINTER GARDEN MUSIC FESTIVAL POLICIES & PROCEDURES

Initials in the spaces provided in the following sections indicates that the Vendor has carefully read and understands each section

PART I

GENERAL FESTIVAL PARAMETERS

_____ The Festival Director is responsible for the recruitment of Vendors, distribution and explanation of Festival policies and procedures, approval of merchandise to be sold, assignment of spaces and execution of Vendor agreements. The Festival Manager is responsible for the day-to-day operations of the Festival and shall be Vendor's point of contact for questions and issues that arise during the Festival. The Festival Manager may move any vendor booth at any time for any reason. The Festival Director reserves the right to determine whether proposed merchandise meets the Festival objectives and criteria for participation. No Vendor is permitted to add new items for sale unless the Festival Director approves it first.

_____ The Festival will be open to the public from 4:00 p.m. to 11:00 p.m. on Saturday November 11, 2017. The Festival Manager or Festival Director maintains the right to close the Festival any for any reason.

_____ All items for sale must be approved by the Festival Manager and the Festival Director, prior to Vendor's use of a space at the Music Festival. When adding any additional items to a booth for sale the Festival Manager and the Festival Director must approve such items in advance. Vendor is given a non-exclusive right to sell such items and in no way does the Festival Director's approval constitute granting of an exclusive right to sell such items. NO informational, promotional or fund-raising booths will be approved for the Festival. The Festival Manager may increase or decrease the size of the Festival in its sole discretion for reasons including but not limited to staffing, traffic issues, set-up/loading issues, and clean-up costs.

_____ The size of rental spaces available are 10' X 10' or space as needed* (*booth price may differ). The rental fee for both spaces is \$125.00 plus 5% of sales per festival day, tax included. The Festival Manager determines where each Vendor is placed within the Festival and may limit the number of spaces to be used by any one Vendor. No Vendor space is permanent and may be moved or removed at any time by Festival Manager.

SET-UP AND BREAK-DOWN/FESTIVAL OPERATIONS

_____ Setup is NOT permitted until all current fees and other monies owed have been paid.

_____ Vendors will have from 12:00 p.m. until 2:45 p.m. on November 11, 2017 to load in their booth set up. No Vendor may enter the Music Festival area to set up prior to 12:00 p.m. unless RTP has approved such early entry to the Festival.

_____ All booths must be completely set up to sell at 4:00 p.m. and stay open with complete set up until 11:00 p.m. Promptly at 11:00 pm Vendors must tear down tables and tents and pack all supplies before getting their vehicle. Whenever the vehicle is in motion within the designated festival area going either forwards or backward, an escort must be within 12 feet of the vehicle to clear the path of festival patrons, pets and other Vendors. When in designated festival area Vendors should drive no faster than walking speed, about 3 miles per hour.

PART II

_____ Vendors must bring heavy duty trash bags to bag their garbage, securing bags properly at the end of the day and disposing of trash using an appropriate method that follows city, county and state health code for waste disposal. If a method is not readily available, the Vendor MUST contact the Festival Manager.

_____ Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. The Winter Garden Music Festival does NOT require a tent but all tables must be covered by a cloth to the ground so no table legs show in front or the side of any tables. Any tents used must comply with Orange County Code provisions regarding tent usage.

_____ Signage must be properly displayed with Vendor's business name by either an easel, A-frame, or hung securely on tent structure. No signs shall be on the ground (except A-frame signs) or leaning against tent structure or disrupting foot traffic or pathways. Hand written signs are only permitted on a dry eraser board or chalkboard. Festival Manager has the right to ask Vendor to change signage at any time to meet these requirements.

_____ Vendors shall maintain their booths in a neat, organized manner, free from clutter.

_____ All Vendors (including tented booths) are required to have a plastic drop cloth or tarp for possible sudden rain. Weights (20 lbs. per tent leg) to hold them down are also mandatory. At no times are any stakes to be used to secure tents.

_____ Vendors are not permitted to keep and/or bring any pets with them during the course of the festival.

LICENSES AND HEALTH CODES

_____ All vendors need to secure a "Business Tax Receipt" from the County in which your business is located and State licenses when required for their type of goods or food products. Licenses must be kept in your booth at all times.

_____ Food booths must have hand wash sinks, hair tied back and wear plastic gloves when serving food.

_____ Vendors that serve any food products/food samples that are not prepackaged must comply with state laws and regulations related to food service.

_____ Collection of sales tax, when required by the State, is the responsibility of the Vendor.

PART III

PHOTOGRAPHS/VIDEO/LOGOS

_____ By Vendor's operation at the Festival, Vendor consents to the Winter Garden Music Festival's right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Festival. All images will become the property of RTP, Inc.

_____ The Winter Garden Music Festival logos and images are the property of RTP, Inc. and may not be used for any purpose without the written consent of RTP.

ENFORCEMENT OF RULES

_____ Violation of any general public safety rules or Festival 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 generally be given a written warning as a courtesy from the Festival Manager of any such violation but is not required prior to termination. The Festival Director and/or Festival Manager may remove the Vendor if such violation(s) occur without warning.

_____ Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Festival personnel and Festival patrons. Failure to do so is cause for immediate removal from the Festival. Under NO circumstance may any vendor approach another vendor to discuss vendor activities, operational or product issues. ALL concerns or complaints must be made to Festival Manager in writing.

PART IV

INCLEMENT WEATHER

The Festival Director and Festival Manager's prime concern is safety during bad weather conditions, such as wind, rain, and lightening. The following policies will be enforced each week. It is understood that the prime concern for the Vendor is the preservation of merchandise, thus the following policies have been established.

The Festival Manager will use his/her best judgment based on visual conditions, media weather radar, and other managers in surrounding areas to assess whether or not the Festival shall remain open.

Lightening observed within a 10 mile radius of the Festival calls for automatic shut down of the Festival.

It is recommended that The Vendor devise a "Quick Break-Down Plan" to maximize the speed and protection of merchandise when poor weather occurs.

_____ The Vendor shall NOT break-down or independently end its festival day without the consent of the Festival Manager. It is correct festival procedure to follow through to the completion of the festival day.

_____ The Vendor is required to have and use each festival day, 4 tent weights, one for each tent leg. Each weight should be no less than 20lbs.

_____ The Vendor is required to have available a large tarp or tarps located in their booth at all times during the festival day. It is recommended to have sufficient covering for your merchandise to cover during sporadic weather or sudden weather changes or during "Quick Break-Down."

_____ The Vendor is permitted at any time to protect merchandise by covering with a tarp or using tent sides during sudden weather changes.

_____ During windy or gusty weather the Vendor must lower their tent by 2-3 ft in order to stabilize the structure, temporarily or during "Quick Break-Down."

_____ Umbrellas should be upright and tied down or anchored and secured appropriately with proper weight base.