



# 2023 Vendor Agreement

## Event Date: March 18, 2023

VENDOR: \_\_\_\_\_ Food Vendor \_\_\_ Non-Food Vendor \_\_\_

Food Vendor License #: \_\_\_\_\_

Printed name of President/Owner: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**FOOD VENDOR BOOTH INFORMATION: FREE**

10x10 space with two 8ft skirted tables and two chairs  
 Paper Plates, Napkins, and Forks will be supplied  
 Restaurant Logo to be included in marketing and on website. Additional social media promotion.  
 Each Food Vendor will receive 2 General Admission Tickets and 4 Volunteer Passes for the event  
 Indicate Food being sampled: \_\_\_\_\_

**NON-FOOD VENDOR BOOTH INFORMATION: \$350.00 (limited availability)**

10x10 space with one 8ft skirted tables and two chairs  
 Non-Food Vendors will receive two Volunteer Passes for the Main Event.

**Please check below if additional tables, chairs or electrical outlets are needed:**

- \_\_\_\_\_ # of Additional Chairs
- \_\_\_\_\_ # of Additional Tables
- \_\_\_\_\_ Electrical Outlet Voltage Needed: \_\_\_\_\_  
 (\$50.00 per/outlet needed and **MUST** be requested at time of registration for proper placement)

**RESPONSIBILITY**

Vendors will be held responsible for the area in which their booth is stationed. If the area is not returned to the original condition at the end of the event, a fee of \$100 will be assessed. (Initial \_\_\_\_\_)

**ORIENTATION**

There will be a **mandatory orientation on Monday, March 13, 2023 at 9:30 AM.** Any changes to the final layout **MUST** be made at this time. (Initial \_\_\_\_\_)

**SECURING YOUR RESERVATION**

The Vendor's space will be assigned on a **first come, first served basis** upon signature of completed registration forms which includes submission of certificate of insurance (proof of insurance for an event, see item #8 for details). Your space will not be held unless all of the required pieces are submitted. (Initial \_\_\_\_\_)

The Agreement is entered into between, *“A Sip of Wine....A Taste of Heaven.”* (“The Event”), and the undersigned Vendor, (“the Vendor”). As an authorized agent or officer of the business, named below, the Vendor hereby agrees to the following terms and conditions as contained in the Agreement.

It is hereby agreed that I, [redacted] as an authorized representative for [redacted] (the Vendor) will occupy one booth and offer 1,000 sample items of food/drink as listed on sheet attached hereto and made a part of the Agreement, at “A Sip of Wine....A Taste of Heaven,” held on **Saturday, March 18, 2023** beginning at 6 PM and continue to 11 PM. Set up for vendors will begin day of event at **2:00 PM** and the vendor must be set up by 5:00 PM. (Initial [redacted])

In exchange for the rights to promote your menu items, market and advertise your business, the Vendor shall follow the following guidelines:

1. The Vendor shall, to the satisfaction of the Sip and Taste event, fully comply with the Florida Department of Business & Professional regulations and all Department of Health regulations. Guide to Temporary Food Events [http://www.myfloridalicense.com/dbpr/HR/forms/documents/5030\\_034.pdf](http://www.myfloridalicense.com/dbpr/HR/forms/documents/5030_034.pdf)
2. The Vendor shall abide with all applicable Federal, State, County and City laws and regulations and be responsible for obtaining and or possessing any and all permits and licenses that may be required including, State Health Department regulations and food handling permits.
3. **USE OF GRILLS** – If you plan on using any propane/gas related appliances or plan on having an open flame at the event, you must secure a permit with the City of Miramar Fire Department. Call 954-602-4882
4. **EXTRA ELECTRICAL** – Furnish all electrical appliances, extension cords and equipment necessary for the preparation of food and for your booth. You must have a minimum of a 50 ft high grade electrical cord.
5. **SERVING SUPPLIES** – Furnish anything above and beyond what is supplied by the Chamber that will be needed to serve at the booth.
6. **SET UP & BREAKDOWN** – Booth must be completely set-up, decorated and ready to open for sampling by **6:00 PM** when VIP Hour begins. The event goes until 11:00 PM and vendors may not close down before the end of the event without prior approval.
7. **CLEAN UP** – Clean-up the Vendor’s assigned area, including but not limited to the collection of all food, grease, refrigerators, food warmers, paper goods, serving dishes, extra tables and chairs, leaving the assigned area clean within one hour after the event has concluded. In the event that the area is not returned to original condition, the vendor agrees to pay any additional costs if damage to area is assessed.
8. **INSURANCE** – The Vendor shall procure and maintain, throughout the term of this Agreement, insurance coverage reflecting at a minimum an amount of not less than one million dollars (\$1,000,000) for general liability coverage per incident and two million dollars (\$2,000,000) in aggregate. **(A SAMPLE IS ATTACHED TO THIS AGREEMENT.) THE CERTIFICATE OF INSURANCE REFLECTING THE REQUIRED COVERAGE MUST BE ATTACHED AND MADE A PART OF THIS AGREEMENT.**
  - Please contact your insurance provider and request an addendum to cover this specific event.
  - A COI is required to cover the City of Miramar, Klass-Ex LLC and the Miramar Pembroke Pines Chamber of Commerce as additional insured parties. One COI per party is requested.

<b>City of Miramar</b> 2300 Civic Center Place Miramar, FL 33025	<b>Klass-Ex LLC</b> 16853 SW 50 Street Miramar, FL 33027	<b>Miramar Pembroke Pines</b> Regional Chamber of Commerce 15800 Pines Boulevard, Suite 313 Pembroke Pines, FL 33027
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**Additional Insured Verbiage:** *“One-Day Event Only for providing services only on March 18<sup>th</sup> at the Miramar Amphitheater for the Sip of Wine, Taste of Heaven event. The Miramar Pembroke Pines Regional Chamber of*

*Commerce, the City of Miramar, City of Miramar in its capacity as a municipal corporation, Klass-Ex LLC, the Miramar Pembroke Pines Regional Chamber of Commerce, City of Miramar and Klass Ex LLC's directors, officers, agents, employees, independent contractors, and volunteers are named as additional insured.*

9. For value received, the Vendor shall defend, indemnify, save, and hold harmless The Miramar-Pembroke Pines Regional Chamber of Commerce and the City of Miramar, its assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the vendor, its subcontractors, agents, assigns, invitees, or employees in connection with this Agreement. The Vendor further acknowledges that he or she is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Agreement. The provisions of this paragraph survive the termination or expiration of this Agreement.
10. The Vendor shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the President of the MPPRCC. Any attempted assignment in violation of this provision shall be void.
11. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Seventeenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court
12. The Event may terminate this Agreement at any time upon twenty-four (24) hours prior notice to the Vendor or the day of the event if vendor is not complying with agreement or a natural disaster/ weather occurs.
13. Except those provisions contained within which survive the termination of this agreement, the terms of this Agreement shall commence on the acceptance date by the Vendor on the last page of this Agreement and shall continue until all contractual obligations are completed.
14. **RAIN-** The event is set up for a PLAN B. The event will take place rain or shine.
15. **ORIENTATION** - There will be a **mandatory orientation on Monday, March 13, 2023**. Any changes to the final layout **MUST** be made at this time. **NO CHANGES WILL BE MADE TO THE BOOTH OR ITS LOCATION AFTER THE DATE OF ORIENTATION.**
16. **AWARDS/JUDGING:** Food Exhibitor Booths will be judged throughout the evening. There will be four awards given at the end of the evening:
  - **"SILVER PLATTER AWARD"** – big business award – judges' panel
  - **"IN PERFECT TASTE" AWARD** – small business award – judges' panel
  - **"DECIDANT ENDING"** – dessert award – judges' panel
  - **"PEOPLE'S CHOICE AWARD"** – voted by the attendees
    1. Criteria and award details will be shared upon receipt of your completed application. Automatic disqualification if standards are not met.
    2. To furnish all decorations for the booth(s) in accordance with the theme of your choice.
    3. Each booth will be subject to adjudication to be considered for the award

Company: \_\_\_\_\_ Date: \_\_\_\_\_

President/Owner (signature): \_\_\_\_\_

Printed name of President/Owner: \_\_\_\_\_

