



# Halloween Howl!

October 30, 2021, 4 – 9 PM

## Vendor Application

Space No Electricity	Space with Electricity (No Generators Permitted) *electric is tax exempt
1 Space – 10x10 - \$50 + tax = <b>\$53.50</b>	1 Space – 10x10 - \$55 + tax = <b>\$58.50</b>
2 Spaces – 10x20 - \$100 + tax = <b>\$107.00</b>	2 Spaces – 10x20 - \$110 + tax = <b>\$117.00</b>
3 Spaces – 10x30 - \$150 + tax = <b>\$160.50</b>	3 Spaces – 10x30 - \$165 + tax = <b>\$175.50</b>

Business/Organization Name \_\_\_\_\_

Person of Contact \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_



Please return your completed application to our office, located at 38537 5<sup>th</sup> Ave. You may also submit this application by email: [director@mainstreetzephyrhills.org](mailto:director@mainstreetzephyrhills.org). Payments can be mailed to our office or submitted on our website.

Electrical sources may be provided (15-amp, ample for powering light sources) for an additional **\$5.00** per space. There are a **limited** number of spaces with electrical access so these spaces are available on a first come, first served basis. Vendors requiring more than 15 amps **must** supply their own power source.

Will you be using a **generator** for power? Yes \_\_\_ No \_\_\_ Please note the total size of your trailer/set-up: \_\_\_\_\_

By checking this box, you certify you have read and understand the rules and regulations set forth for this event and agree to comply with the terms. Failure to comply will result in a direct order to vacate the event.

I hereby release and forever discharge the City of Zephyrhills, Main Street Zephyrhills, Inc., and/or any of their employees, board members, members or volunteers, and participating and/or sponsoring organizations, from any responsibility, personal liability, loss or damage of any type to person or property during my participation in said event.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

List all merchandise to be sold or distributed, including any "freebies"

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# Halloween Howl

## 2021 Vendor Rules & Regulations

1. Please unpack your car, park, and then set up your booth. Vendor unpacking time shall be no more than 30 minutes so others can get through to their assigned space. All set-up vehicles must be removed within 30 minutes of event start time.
2. On your application you must list all items/products you plan to sell or give away. If you plan to add a new item or product, it must be submitted for approval at least one week prior to each event.
3. Submission of application and payment does not guarantee approval or eligibility. If your application is not accepted, your payment will be returned to you.
4. Applications will be dated and the locations will be awarded to earliest applicants first. Special request consideration will be made for repeat vendors who meet all requirements.
5. All Food or Children's activity vendors shall submit a Certificate of Liability Insurance to Main Street Zephyrhills for all confirmed events. See page 3 for all requirements for the Certificate of Liability Insurance.
6. All vendor spaces are **10' X 10' increments**. If using a canopy, please bring weights to tie your tent down in case of high winds or storms.
7. Vendors may begin set up 2 hours before starting time of the event. Please pull over near your space to unload, immediately move your vehicle to an outside parking area, and then start your set up. Please do not block the roadway from other vendors. For the safety of our guests, all vehicles must be moved out of the event area 30 minutes prior to event start time. We appreciate your patience. (Early set-up may be arranged w/the Event Coordinator, Faith (813) 714-6789 or [director@mainstreetzephyrhills.org](mailto:director@mainstreetzephyrhills.org). No rain date.
8. Vendors are not allowed to obstruct the view or adversely affect the display of other vendors.
9. You will not be permitted to tear down or bring your vehicle back into the secured area until the end of the event and the streets are clear of pedestrians.
10. Main Street Zephyrhills does not have an exclusivity policy. It is the vendor's responsibility to ensure there is not a duplicate vendor if their parent company does not permit such.
11. Vendor displays must stay in designated space. This includes display racks, tables, etc. If you exceed you're allotted space this will result in extra fees based upon the actual frontage used. Items, tables or racks cannot extend more than 10' into the street. Spaces are 10' X 10'. Vendors must post the prices of their food products so they may be read from at least 10'.
12. Electric spaces are limited and not guaranteed. Vendors must supply their own electrical cords and for safety are required to tape electric cords down or cover with non-slip mats. Generators are not permitted on electric spaces.
13. Assigned spaces are not negotiable. While it is impossible to set up the site plan to suit everyone, we do try our best. If you do not like your assigned space, you are welcome to withdraw your participation. However, there will be no refunds.
14. All Main Street Zephyrhills, Inc. events are family oriented. We will not permit vendors to sell items that are offensive or obscene. All merchandise must be acceptable for children under the age of 18 to view.
15. All vendors shall exhibit professional manners to others. Any vendor and/or their employees using vulgar or obscene language will be asked to leave and the vendor will be removed from our vendor list for future events. Again, this event is attended by many families with young children and we strive to keep it family oriented.
16. All vendors must leave their location clean of trash and debris.
17. Main Street Zephyrhills, Inc. will provide a booth space, but please bring your own table, chairs and canopy if needed.
18. Each vendor is responsible for their own sales tax.
19. Alcoholic beverages are not permitted.
20. The Vendor shall be responsible to contact the Zephyrhills Police Department immediately upon the occurrence of any criminal activity or medical incidents where fire rescue is called or treatment is given. In addition, the applicant shall notify the City of Zephyrhills, in writing, of all incidents in a Post-Event-Report.

**HOLD HARMLESS**

**All Vendors:**

The undersigned agrees that they have read and understand the Rules and Regulations set forth for this event and agrees to comply as described. The undersigned also understands failure to comply will result in a direct order to vacate the event. Vendor shall defend, indemnify and hold harmless Main Street Zephyrhills and The City of Zephyrhills and all of their officers, agents, volunteers, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney’s fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to Main Street Zephyrhills and the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Main Street Zephyrhills and the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Vendor of its liability and obligation to defend, hold harmless and indemnify Main Street Zephyrhills and the City of Zephyrhills as set forth in this article of the Agreement. By signing this application, I understand this disclaimer. I certify that I have fully read the above Rules and Regulations and agree to abide by all of the terms and conditions. I/we certify that individuals will not be barred from participation in the event due to race, creed, color, national origin, sex, age, or physical impairment

Business Name (Vendor):			
Signature: (Vendor Representative):		Date:	

# 2021 FIRE MARSHAL'S VENDOR CHECK LIST

The authority having jurisdiction (AHJ) shall be permitted to regulate all outdoor events such as carnivals and fairs (downtown events) as it pertains to access for emergency vehicles; access to fire protection equipment; placement of stands, concession booths, and exhibits; and the control of hazardous conditions dangerous to life and property. (NFPA 1, Section 10.16.2)

Event coordinator(s) shall provide the vendors a checklist of what is expected of them at the event. However, individual vendors within the special event shall be held responsible for their individual vending space. Those that do not comply with the guidelines of this checklist for their vending arrangement are subject to immediate denial within participation of the permitted event.

- \_\_\_\_\_ Plot plan showing setup. If part of an overall event, this shall be supplied by the event coordinator.
- \_\_\_\_\_ Notarized letter from property owner stating their approval.
- \_\_\_\_\_ Proof of liability insurance (Food Vendors).
- \_\_\_\_\_ if tent is greater than 10' x 10', flame retardant certification is required. If multiple 10' x 10' tents are placed together to create one large space under canopy, then a flame retardant certification shall be required on all tents.
- \_\_\_\_\_ No smoking signs must be placed outside entrances.
- \_\_\_\_\_ If there is to be wire fencing or chain link fencing, this fence shall be set back from the tent at least 5 feet and have at least 2 exits.
- \_\_\_\_\_ If tent has sides, the sides shall be in the up position unless there is inclement weather, than 2 sides must be in the up position.
- \_\_\_\_\_ Adjacent tents shall be spaced a minimum of five (5) feet to provide an area to be used as a means of emergency egress. If stake lines are used to secure the tent, than the five (5) feet shall be measured from the stake line.
- \_\_\_\_\_ The ground enclosed by any tent and ground not less than 120" outside the tent shall be cleared of all flammable or combustible material or vegetation that is not used for necessary support equipment.
- \_\_\_\_\_ If lighting is installed in tent, it shall be in the way that bulbs are not in direct contact with the tent. Bulb/lamp cages shall be used.
- \_\_\_\_\_ If power is supplied by generator, generator shall be a minimum of 5 feet from the tent and shall be isolated from contact with the public by either physical guards, fencing, or an enclosure. Fuel containers shall not be stored within close proximity of any ignition source.
- \_\_\_\_\_ Any extension cords used shall be placed or positioned to not cause a trip/fall hazard.
- \_\_\_\_\_ A minimum of one portable fire extinguisher with a rating of not less than 2-A:10-B:C shall be provided. (See note at bottom)
- \_\_\_\_\_ If an LP (propane) tank is used by the vendor it shall be positioned outside the footprint of the tent.

## **If cooking is involved:**

- \_\_\_\_\_ A minimum of one Class K portable fire extinguisher shall be provided for each concession stand that utilizes vegetable or animal grease cooking oils or any other process that produces grease laden vapors. (See note at bottom.)
- \_\_\_\_\_ Concession stands utilized for cooking shall have a minimum of 10 ft (3 m) of clearance on two sides and shall not be located within 10 ft (3 m) of amusement rides or devices.
- \_\_\_\_\_ If cooking is taking place under **any** tent, a flame retardant certification is required.
- \_\_\_\_\_ Any appliance used for cooking that utilizes a vent, that appliance shall be positioned to vent outside the tent.
- \_\_\_\_\_ Cooking equipment used in fixed, mobile, or temporary concessions, such as trucks, buses, trailers, pavilions, tents, or any form of roofed enclosure, shall comply with this standard unless all or part of the installation is exempted by the AHJ. (NFPA 1, Section 50.2.9)

**NOTE: The State of Florida requires all extinguishers to be certified by an authorized and licensed fire extinguisher company.**

**Please, keep this page for your reference.**