



Sunday, February 17, 2019 - 11am - 5pm
728 N. Thornton Avenue, Orlando, FL 32803 Parking Lot
Vendor Agreement

Vendor's name _____

Name of Business (if applicable) _____

Vendor's signature below indicates the 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 Asia Trend, Mills 50 Main Street, REACH of Central Florida, Y. E. S. S. and Jomaba Ventures 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. Producer (Asia Trend, Mills 50 Main Street, REACH of Central Florida & Y. E. S. S.) 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 Asia Trend, Mills 50 Main Street, REACH of Central Florida, Y. E. S. S. and Jomaba Ventures 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 shall not be modified or amended except by a writing signed by the parties.

Vendor Signature: _____

Print Name _____ Date _____

Lunar New Year Festival General Event Parameters

- The Event will be open to the public from 11am until 5pm on Sunday, February 17, 2019. The event will take place in the parking lot of **Tammy Jo Fashion, 728 N. Thornton Avenue, 32803.**
- Vendor is given a non-exclusive right to sell/display approved items.
- The spaces are 10'x10'. The Producer determines where each Vendor is placed within the event.

Event Operations

- Vendors will have from **9:30 am until 10:45 am** to load in. No Vendor may enter the event area to set up prior to 9:30am or **after 10:45 am.** **Vendors must access the event area (728 N. Thornton Avenue) from Colonial Drive. N. Thornton Avenue will be closed from Lake Highland Drive to the festival site and will not be accessible for load in.**
- **After off loading, you must move your vehicles to the vendor parking area which is Colonial Photo & Hobby parking lot at 634 N. Mills.**
- All booths must be completely set up by 11am and stay open with complete set up until 5pm unless agreed otherwise. At 5pm vendors must tear down tables and tents and pack all supplies before going to get their vehicle.
- Vendors will need to bring their **own tent, tables and chairs** unless agreed otherwise. Vendors are responsible for their other materials including signage and tablecloths. All tables must be covered by a cloth. Vendors must bring heavy duty trash bags to bag their garbage.
- **Power is NOT AVAILABLE and WILL NOT be supplied.** If you require power, you must bring your own power source.
- Food vendors are responsible for their own heating utensils, and cutlery supplies etc. Food vendors **MUST have a fire extinguisher** in their booth, and must **bring cardboard or plastic to cover the ground** under their cooking utensils, hot plates etc.
- Signage must be properly displayed with Vendor's business name.
- Vendors shall maintain their booths in a neat, organized manner.
- It is suggested that vendors have weights to secure tents in case of wind. At no times are any stakes to be used to secure tents. Vendors should have a plastic drop cloth or tarp for rain.

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 Producer'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 Producer.
- Lunar New Year Festival logos and images may not be used for any purpose without the written consent of producer.

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 professional and courteous manner with other Vendors and event patrons. Failure to do so is cause for immediate removal from the Event.

If you have any question regarding vendor information or instruction, please contact Joanne Grant at 407-421-9005 or director@mills50.org . Kindly scan & e-mail the hold harmless agreement to director@mills50.org.