

Enchanted Garden Fest



Food/Craft/Art and Misc. Vendor Application

Name of Vendor or Business: _____

Contact Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

E-Mail: _____ Cell Phone: _____

Type of Vending or Merchandise: _____ Price Range: _____

Electric Needed? YES NO

What are electric needs? _____

Other Information: _____

Vendor Fee: \$40 per 10 x 10 space

Please complete and attach check made payable to:

City of Safety Harbor

Attn: Autumn Reich, Recreation Supervisor

750 Main Street

Safety Harbor, FL 34695

No refunds, rain, or shine event

All sales tax, where required by the State, is the responsibility of the seller.

Completed applications will NOT be considered unless the following is included:

- _____ **Payment** (mailed in or paid within 48hrs of acknowledgement by email)
- _____ Insurance (if required)
- _____ Completed Application
- _____ Current State Licensing
- _____ Signed copy of Event Rules & Regulations/Hold Harmless Agreement
- _____ Mobile Vendor inspection approval and water/wastewater form (if required)

Selected vendors will be notified by an emailed receipt. All others will be refunded.

Enchanted Garden Fest

Food/Craft/Art and Misc. Vendor Rules & Regulations

General Event Information: Enchanted Garden Fest

Event Date: March 26, 2023

Event Time: 10 AM - 2 PM

Set up Time: 8 AM

Vendor Space: 10 x 10 green space or Truck length or a Barn Stall

Vendor Responsibilities:

- Vendors are responsible for their own tents, tables, lights, and electric cords. If electric needs exceed city capabilities, then vendors may be required to provide a QUIET generator for power.
- Tents must be tented down with weights. No staking into grass or ground surfaces.
- Tear-down is immediately following the event and must be completed in one hour. All vendors are responsible for their own trash removal.
- All transactions with customers are the responsibility of the vendor. Vendors must have their own change funds. The collection and remittance of Florida sales tax is the responsibility of each vendor. Sales tax questions should be directed to the Florida Department of Revenue.

FOOD VENDORS must adhere to the following additional guidelines.

1. All food vendors are required to be following State of Florida Department of Business and Professional Regulation and/or Department of Agriculture and Consumer Services regulations. Food Vendors are required to have an annual temporary event license from the Department of Business and Professional Regulation or be operating under a current license from the Department of Agricultural and Consumer Services.
2. All food vendors and non-food vendors with open flames at their booth are required to have a 5lb ABC fire extinguisher with a current tag.
3. All food vendors cooking with grease or deep fryers are required to have tar paper underneath all cooking surfaces and must have a Class K Fire Extinguisher with a current inspection and a 5lb ABC fire extinguisher with a current tag. *Note: No tar paper used underneath cooking surfaces will result in a cleaning charge of \$100.
4. All food vendors' tents must be certified flame retardant with flame retardant certificate available upon request for inspection.
5. All food vendors must have current general liability insurance.
6. Mobile vendors, such as food trucks, food trailers, and or push carts, etc. must be inspected by the Fire Department and Public Works Department before permitted to participate at an event in Safety Harbor. The mobile vendor operator must arrange the inspection by visiting www.cityofsafetyharbor.com/818/Mobile-Vendor-Regulations at least 2 weeks prior to the scheduled event. Permits are good for one year.

City of Safety Harbor - Release & Waiver

I/WE, the undersigned, hereby release, absolve, commit not to sue, and discharge the City of Safety Harbor, its commissioners, mayor, officials, officers, directors, agents, servants, employees, volunteers, representatives, attorneys, and/or any other person, firm, or corporation charged or chargeable with responsibility for Leisure Services Department events or activities, acting within the course and scope of their employment or duties from any liability, claims, demands, or damages of any kind, including but not limited to personal injury, illness (including but not limited to exposure to COVID-19), bodily injury, death, and/or property damage arising out of any loss or injury resulting from my/our participation in any activities of any kind in any way connected to the City of Safety Harbor and its Leisure Services Department **from the date of this release through one year from the date hereof** including, but not limited to, use of any facilities or equipment made available by the City of Safety Harbor. This release includes a release for any and all losses or injury arising out of any act or omission or negligence of the City of Safety Harbor, its agents, employees, or activity supervisors specifically concerning or arising out of Safety Harbor Leisure Services Department activities including, but not limited to emergency transportation on and/or any decision by the City to have myself/us transported to a medical treatment facility. I/We understand and acknowledge that this release covers all activities and events, including future activities and events, occurring between the date of this release through one year from the date hereof. I/We realize that the City of Safety Harbor carries no medical insurance covering participation in these events.

This release constitutes a release or waiver of all claims against the City of Safety Harbor, including those claims arising out of the negligence of the City of Safety Harbor, its agents, employees. This release and waiver is limited to activities conducted by or on behalf of the Safety Harbor Leisure Services Department. Please read carefully before signing. This release is signed of my/our free act and will.

Participating Vendor: _____ Date: _____