



Hogs n' Dogs Vendor Agreement

1. Hogs n' Dogs

Vendors acknowledge that the Grand Central District Association ("the District") will hold Hogs n' Dogs June 28th, 2009; from 10 a.m. - 2 p.m. The District reserves the right to cancel or change the date and/or time of the Event for any period of time with advance notice to registered Vendors. Vendors further acknowledge that Hogs n' Dogs is an outdoor event that will take place in the Grand Central District on Central between 24th Street and 27th Street.

2. Registration

A completed registration form, and appropriate fee(s), must be mailed or emailed to the district, or completed online at www.grandcentraldistrict.org. A signed Vendor Agreement must be mailed, emailed or faxed. Registration will be open to all on a first come, first serve basis. The Registration and Payment deadline will be Sunday June 28th, 8am before or until all spaces are filled. *Incomplete forms will be returned.*

3. Space Assignment(s)

Vendors will be assigned to one (1) or two (2) spaces, as indicated by payment and noted on the registration form. Each space rented and assigned by the execution of this Agreement will be approximately 10' x 10'. Space assignment(s) will be made by at check-in. We will do our best to meet the specific needs and requests of each vendor. Check with the Market Staff on your arrival at check-in to confirm your location.

4. Vending / Selling

Vendors agree to sell items only from their assigned space(s).

5. Refund of Charges

This is a rain or shine event. NO REFUNDS!!

6. Set-Up

Vendors must report to Hogs n' Dogs between 8 ~ 9 a.m. and must check in with a District Staff person in front of Wahoo Mortgage located at 2433 Central Ave, St Petersburg, FL 33713. You will receive your space assignment at check-in. Each space will be approximately 10' x 10'. If vendors have not checked in with a

District Staff person by 9:30 a.m. or indicated in advance that they will be late, they will forfeit their space(s) and no refund will be given. The District Staff reserves the right to reassign those spaces to individuals waiting to participate.

Vendors may not park their vehicle in their assigned space(s). All vehicles must be cleared from the area by one-half hour prior to Hogs n' Dogs opening (9:30 a.m.) and parked on a side street or on 1st Ave N or S. Please remember it will be advantageous to leave premium parking for customers.

Vendors agree that their set-up will be within the specified space boundaries and that their display Merchandise etc. will not obstruct, block or interfere with neighboring vendors. In addition, no 'out crying' devices (that would be disruptive to neighboring vendors) will be used. Vendors agree to provide their own tables, chairs etc. and to display items appropriately within the assigned space(s). Vendors' booths must be operational from 10 a.m. - 2 p.m.

Wind can often be a challenge. We strongly recommend you bring weights for a tent in case of windy conditions. Gallon jugs of sand or water hung from a long bungy cord tends to work well.

Vendors agree to take full responsibility for the protection of their property in the event of adverse weather conditions.

7. Take-down / Clean-up

Vendors agree not to pack up items or dismantle display until 2 p.m. Vendors agree to leave their spaces free of trash. All trash (unwanted items) is to be placed in the receptacles provided.

Vendors agree to vacate the premises by 3 p.m. Strict adherence to this time will be enforced.

8. Rain Policy

This is a rain or shine event. Vendors should come prepared for inclement weather. The District will not cancel the Hogs n' Dogs unless the weather or weather warnings are such that it will be impossible to conduct the event. If the weather is at all questionable, it is the vendor's responsibility to inquire about the event's status.

9. Assignments and Use by Others

Vendors shall not assign this Agreement or permit any other person to use their space(s) unless that person's name appears on this Agreement and is approved by the District. Vendors agree not to sublet assigned spaces in whole or in part, with or without fee; the District will not honor any attempted subletting in violation of this Agreement.

10. Food Vendors

Food vendors must have and display an appropriate license/permit from the Florida Department of Agriculture or the Florida Department of Business & Professional Regulation, as applicable.

Food vendors must provide trash receptacles at their booths for customer use.

Any vendor with an open flame, typically used to heat food, is required to have a twenty-pound fire extinguisher on hand.

11. Other Restrictions and Requirements

Vendors agree to have no alcohol or illegal substances within Hogs n' Dogs boundaries at any time.

Smoking by vendors in the market area is prohibited.

Solicitation of any type (distribution of flyers, requests for money, petitions, etc) is not allowed within the market boundaries. Vendors may only distribute flyers within their booth space, and not in the pedestrian areas.

Vendors are expected to be courteous to customers, vendors, and Event Staff. Any disagreements need to be handled in a constructive and civil manner. Inappropriate behavior (such as loud angry conversation or obscenities) is cause for immediate and/or permanent removal from the event.

Obtaining the proper licenses or permits, and obeying all codes is the sole responsibility of the vendor, including any regulations of the Florida Dept of Agriculture or other regulatory agencies or occupational licenses from the City of St Petersburg, as required. Sales tax, where required by the State, is the responsibility of the vendor.

Vendor is responsible for insuring against theft, damage, loss and liability, and waives any such claims against the District and Hogs n' Dogs. The District and Hogs n' Dogs accept no liability or responsibility for any loss or liability incurred by vendor. The District does not imply or guarantee in any way that Hogs n' Dogs will be a profitable venture for the vendor.

12. Liability of Vendor

Vendors shall not bring, nor allow any article to be brought onto nor commit any act themselves, done by their agents or representatives on the market site, which will injure, mar, or deface any part of the event site or neighboring property.

Vendors assume all responsibility for any loss, damage, claim or other injury to the District or to third parties resulting from use of the Site by Vendors, or by reason of

vendors, their employees, agents, representatives or by any item located within the space(s) registered in the Vendors' names, for the period during which the Vendors occupy the space(s), and shall indemnify and hold harmless the District, its employees, agents and representatives from any and all such loss, damage, claim, injury or other expense relating thereto. District, its employees, agents and representatives shall not be responsible for any loss, damage, claim or other injury to the Vendors, their employees, agents, representatives, or to any of the items, materials, goods or other property of the same, whether caused by fire, theft, act of God, accident, or any cause whatsoever, for the period during which the Vendors use the space(s), and shall indemnify and hold harmless the District, its employees, agents and representatives from any and all such loss, damage, claim, injury or other expense relating thereto.

13. Default

Violation of any part of this Agreement or of the District prospectus shall, at the election of the District, result in the revocation and forfeiture of all rights and privileges, present and/or future, granted by the District to the Vendors, and in the event of such breach by the Vendors and election by the District, all sums paid by Vendors to the District shall be forfeited to the District as liquidated damages and not as a penalty. The District reserves the right to inspect all booths/tables etc. on the day of Hogs n' Dogs for adherence with the vendor's registration form and this Agreement. Furthermore, the District reserves the right to require the withdrawal of any items or items from display, which, in the sole opinion of the District, is deemed inappropriate

14. Force Majeure

The performance of this Agreement by either party is subject to acts of God, war, government authority, disaster, fire, strikes, civil disorders, or other emergencies, any of which make it inadvisable, illegal or impossible to hold the meeting, to provide the facilities and/or services for this meeting, or for District Staff, vendors or customers to attend the event. It is provided that this Agreement may be terminated without penalty for any one or more of such reasons by written notice from one party or the other without liability.

15. Waiver

Should the District waive its right to enforce any term of this Agreement, it does not, as a result, waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

Any vendor not in compliance with the above regulations may be asked by the manager to leave the premises immediately. No refund will be given.

These rules have been developed by the Grand Central District Association, and are subject to change upon review.



HOGS n' DOGS VENDOR AGREEMENT

This agreement must be filled out completely.

Name:

Business Name (if applicable):

Address:

Telephone: _____ Email (important): _____

Description of Product(s):

I, the undersigned, have read the entire Hogs n' Dogs Vendor Contract governing the Grand Central District Association's Hogs n' Dogs event, and agree to adhere to the rules and accept the terms that are outlined within it.

I agree to indemnify and hold harmless the Grand Central District Association, Hogs n' Dogs and its agents, employees and volunteers from any liability, cost, damages, and other expenses suffered or incurred during the event.

I understand that I am responsible for adhering to all relevant government regulations i.e. health codes, licenses, etc.

Vendor Signature _____

Date _____