

FOOD VENDOR

MARCH 18 – 19, 2017

HARD ROCK STADIUM • MIAMI GARDENS, FL

FOOD VENDOR AGREEMENT, INFORMATION & REGULATIONS

- > **Food Vendor Booth Space 10' x 10' – \$3,000.00**
- > **Double Vendor Booth Space 20' x 10' – \$4,000.00**
- > Interested Vendors should return application and signed agreement to **concertz_vendors@yahoo.com** or **Fax to (954)678-6090 Attention: Vannis Lopez**
- > Vendors approved to participate will be notified of their acceptance via email or phone.

**APPLICATION DEADLINE IS DECEMBER 30, 2016.
DO NOT SEND ANY PAYMENTS UNTIL YOU ARE SELECTED.**

- > All Food Vendors are required to have a Current and Verifiable Business License, a Save Serve Food Handling certificate and General Liability insurance. Vendors will be required to pay an additional \$91.00 for a Temporary Event License if you do not have a yearly State of Florida License. This payment must be in the form of a **MONEY ORDER or CASHIER'S CHECK made payable to the State of Florida**. No cash or checks will be accepted. Vendors must have money orders ready to give to the **State of Florida Inspectors on Saturday March 18th**.
- > **If you are selected, full payment along with proof of General Liability Insurance must be received no later than January 15, 2017. Your reserved vendor space will only be confirmed once full payment is received and General Liability Insurance policy is verified. Deposits or partial payments will not be accepted.**
- > All vendor spaces will be assigned at the discretion of the Event Vendor Coordinator.
- > **All payments are Non-refundable. Do not send any payments until you are selected to participate.**
- > Payment must be in the form of a CASHIER CHECKS or MONEY ORDERS and should be made payable to AEG LIVE SE, LLC.
- > **Mail payment to Vendor Express, Inc. P.O. Box 5684, Fort Lauderdale, FL 33310-5684 Attention: Vannis Lopez please reference "Jazz in the Gardens Vendor" on your payment.**
- > **Food Vendors are completely self-contained and must provide their own tents, water, drainage, power, lighting, sinks & etc. in compliance with all State of Florida Board of Health Regulations.**
- > **Any vendor found dumping oil or grease on the ground or any other area of the event property will bear the cost and responsibility of cleaning up the grease and any damages it may cause. Your assigned vendor space will be inspected Saturday Night and again at load-out on Sunday.**
- > Vendors will receive **(8) Vendor Passes and 2 Parking Passes** per each 10x10 space purchased, good from load-in through load-out.
- > **Vendors may load-in Friday March 17th, 12 Noon – 6:00 pm and Saturday March 18th, 9:00 am – 12 Noon. Load-in will not be permitted at any other times.**
- > All vehicles must be parked in the designated vendor parking area no later than 12:30pm on Saturday and Sunday. Any vehicles left in the vendor area after 12:30pm will be towed at the owner's expense.
- > **No Food Vendors will be allowed to sell any beverages without authorization**, either alcoholic or non-alcoholic. Any Vendor found selling these items will be fined **\$1,000.00 per incident** which must be paid immediately or your vendor booth will be shut down. There will be no refunds issued.
- > No Vendor will be allowed to sell **Jazz in the Gardens** merchandise or merchandise featuring any of the artists appearing on the Festival. Any Vendor found selling these items will be fined **\$1,000.00** which must be paid immediately or Vendor Booth will be shut down.
- > All Vendors are independent contractors and nothing in this Vendor agreement should be construed as forming a partnership of any kind with the City of Miami Gardens, AEG Live SE, LLC, Vendor Express, Inc, Hard Rock Stadium, or "Jazz in the Gardens"

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1. **Applicant** represents to the **City of Miami Gardens** ("City") that he/she is fully authorized to sign for and bind the undersigned vendor to this Application and Agreement. Vendor agrees that vendor and all persons associated with it shall comply with all rules, policies and procedures prescribed by the City, as it deems necessary for the efficient, safe, and tasteful (i.e., non-offensive) conduct of the event and related activities
2. Vendor agrees to sell only the items described in this application. Failure to do so will result in violation of agreement and at the sole discretion of the City of Miami Gardens a fine may be imposed or termination of contract and removal of vendor without reimbursement of any payments made to the City.
3. Vendor agrees to each and all clauses set forth in this agreement. Failure by vendor to abide by any clauses set forth in this agreement gives the City the right to (1) immediately terminate this agreement (2) require vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit all fees paid to City for the right and privilege of participating in the event.
4. Vendor shall not display, offer for view or sell any illegal or contraband items. The laws of the State of Florida and local ordinances of the City of Miami Gardens and Miami-Dade County shall control. All vendors are also requested to not sell items considered a nuisance or inappropriate.
5. Vendor acknowledges and understands that it is responsible for sales and Use Tax and shall in no way hold the city or its representatives responsible.
6. Vendor shall comply with all codes and regulations of the City of Miami Gardens, Miami- Dade County and the State of Florida.
7. Vendor acknowledges it has read this agreement and agrees to follow all rules and guidelines as directed. This Agreement is subject to vendor satisfactorily submitting all requested application materials, and full payment of all designated fees. It is the responsibility of the vendor to be aware of these Rules and Guidelines as well as all applicable governing laws. It shall be vendor's duty to ensure that all employees and agents of vendor are knowledgeable of and abide by all Rules and Guidelines and applicable governing laws.
8. Vendor shall assume full responsibility for vendor's conduct and for the conduct of its employees, subcontractors, suppliers, or any other person associated with vendor and shall indemnify and hold harmless the City of Miami Gardens, its agents, officers and employees from and against all claims, liabilities, suits, damages, costs and expenses, including reasonable attorneys' costs and fees, related to (i) vendor's breach of this Agreement, and (ii) for injury to, including death of, persons (whether they be third persons or employees of the parties hereto) or any loss of or damage to property in any manner arising from the negligence of vendor.

AUTHORIZED SIGNATURE: _____

COMPANY: _____ **DATE:** _____

FOOD VENDOR APPLICATION

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HARD ROCK STADIUM • MIAMI GARDENS, FL

COMPANY NAME: _____

CONTACT PERSON: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ CELLULAR: _____

FAX: _____

E-MAIL: _____

FED ID OR SOC. SEC. NUMBER: _____

VENDOR TYPE: RESTAURANT FOOD TRUCK CATERER MOBILE UNIT OTHER

BOOTH SIZE: 10X10 20X10 OTHER (CALL FOR PRICING)

MENU ITEMS (LIST ALL ITEMS TO BE SOLD)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

(FOR OFFICE USE ONLY) DO NOT WRITE BELOW THIS LINE:

COMPANY NAME: _____

SIGNATURE: _____ RECEIVED: _____

INSURANCE RECEIVED: _____ ASSIGNED BOOTH: _____

VENDOR EXPRESS EMPLOYEE SIGNATURE: _____