



### City of Clermont - Vendor Application

**Deadline for application and payment is June 20, 2022 at 5:00 PM**

Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Mailing Address \_\_\_\_\_

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

**Booth Space rental only. Must provide own tent, weights, tables, and chairs. Submission of your application does not guarantee approval. Consideration will be based on items sold and available space. If you are tax exempt, please submit your tax exempt form with your application, otherwise you will be charged the sales tax, no exceptions.**

**Event Date: Monday, July 4, 2022 from 7pm to 10pm**

**NO ELECTRICITY OR WATER WILL BE PROVIDED. PLEASE BE PREPARED TO BRING A QUIET GENERATOR.**

	# of spaces	Non-Profit Rate	Business Rate	
Business Space(s) 10'x10'		\$25	\$50	\$
			Sales Tax 6.5%	\$
			<b>Total Amount Due</b>	

**Mail completed Application and Payment to:**  
 City of Clermont, Jennifer Stills, C/O 4<sup>th</sup> of July, 620 W. Montrose St., Clermont, FL 34711  
 Credit Cards are accepted when paid in person at the Clermont City Center during normal business hours 8am to 4pm

**PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:** In consideration for the acceptance of my participation, the undersigned hereby releases and forever discharges the City of Clermont, their officers, directors, agents and employees; and all sponsors, producers, their agents, representatives, successors and assigns; of all liabilities, suits, claims, actions, damages, costs or expenses which the undersigned may have against any of them arising out of or in any way connected with the undersigned's participation of 4<sup>th</sup> of July Red, White, & Boom including loss or damage to my property, travel to or from this event, any injuries which may be suffered by the undersigned in connection with the event. This waiver includes any claims based on negligence, action or inaction of any of the above parties. I also agree to abide by all rules and regulations of the City of Clermont and **agree not to disassemble my booth before 10:00 PM on Monday, July 4, 2022.** I understand that this vendor fee is non-refundable if the event is canceled due to rain, a natural disaster, or any other unforeseen problem, which the City of Clermont deems appropriate to warrant cancellation of the event. I also agree that any required licenses and/or insurance are my responsibility.

<b>Vendor Rules and Regulations</b>	
<b>Set-up</b>	All equipment must fit into assigned space. No trailer hitches, containers, or anything else may protrude past the sides of the space. <b>Only space is provided. Vendors must bring their own tent and 20lb weights for each leg of the tent to weight it down.</b> If vendor does not abide by these rules, the City of Clermont will require an extra booth fee or exclude the vendor from the event in the future at the City's discretion. <b>Set-up will begin at 4:00 PM, set up must be complete by 6:30 PM on Monday, July 4<sup>th</sup>.</b> <u>There will be no truck parking adjacent to your booth.</u> Bring a hand truck to assist with restocking your booth. All booths/carts must be staffed and operational during all open hours of the Event. There is no early breakdown. Any vendors abandoning their spaces early will not be accepted in future years.
<b>Description</b>	<b>If you will be selling items, please give a description of items that will be sold:</b> _____
<b>Beverages/ Food</b>	<b>If you will be selling any food, please provide a description of all items being sold:</b> _____ <b>Water may only be sold for the maximum price of \$1.00.</b> Fire Protection – Any vendor with an open flame, typically used to heat food needs to have a small (10oz) kitchen fire extinguisher on hand. 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. Vendors preparing food onsite must have a food service license issued by the Division of Hotels & Restaurants. Please contact the Division of Hotels and Restaurants for any further questions or application (407) 761-6850. Food vendors/trucks must also have an inspection sticker from the City of Clermont, obtainable from the City of Clermont Fire Department. <b>In addition to this, food vendors must also have a valid 1 million dollar (1,000,000) general liability policy naming the City of Clermont as additional insured.</b>
<b>Sales Tax</b>	The collection of sales tax and payment to the Florida Department of Revenue will be the sole responsibility of each individual vendor. If you are tax exempt, you must provide your tax exemption form when you turn in your application and payment, otherwise you will be responsible for the sales tax, no exceptions.
<b>Electric &amp; Gas</b>	No electricity or water will be provided for this event due to limited space. Please bring as quiet a generator as possible. Your application must state if you are planning to use a generator or natural gas. Please refer to "Fire & Health Ordinances" memo for Fire Department Requirements. Extension cords must be approved for outdoor use. If you are planning to use an extension cord that will cross any walkways or sidewalks it will need to be covered by a rug in order to prevent anyone from tripping. Tape will not be accepted.
<b>Security</b>	Clermont Police Department will be on site, however exhibitor is responsible for his/her goods and materials.
<b>Trash</b>	Please provide your own heavy-duty trash bags. You are to place the bagged trash or broken down boxes behind your booth and the event staff will pick it up throughout the day. All vendors' space must be kept neat and orderly at all times.
<b>Exhibitor</b>	No Independent, multi-level marketing or direct sales vendors permitted. Only one vendor per space is permitted. No selling or soliciting outside your assigned space. No refunds will be made for weather or unforeseen circumstances. All tenting must be secured with 20 pound weights. Each exhibitor is responsible for the security of their exhibit space and the material within their exhibit space, half of a parking space, and assumes all responsibility for all goods, materials, exhibits, displays, articles and other tangible personal property in or on the event site before, during or after the event and the event assumes no responsibility for said items. Exhibitor recognizes and acknowledges that this is an outdoor Event and assumes all risk of weather associated with event and will make no Claim against the City of Clermont, for Red, White, & Boom. Exhibitor shall be responsible for the public safety, health and welfare of its patrons, agents, vendors, sub-contractors, concessionaires and employees. The event reserves the unilateral right to cause the interruption of the Event in the interest of Public Safety and to likewise cause the termination of such event when, on the sole and arbitrary judgment of any county, state or federal agency or its agents, including but not limited to the City of Clermont, Health Department or Fire Department, such action is necessary in the interest of public safety, health and welfare. Should it become necessary to evacuate the Event area because of an act of God, natural disaster, a bomb threat or for other reasons of public safety, Exhibitor will make no claim against the City of Clermont. Exhibitor hereby waives any and all claims for compensation for any and all loss or damage sustained by reasons of any defect, deficiency or impairment of the electrical, computer systems, plumbing and air conditioning installations or any part thereof furnished for the exhibit space granted, or by the reason of any loss or impairment of light or current or water which may occur from any cause, or for any loss or damage sustained resulting from fire, black-out, brown-out, water, wind, civil commotion, riot, labor strikes, or act of God and the exhibitor, their agents, offers, and other authorized representatives, hereby waive all rights and claims, action and cause of action and damages arising from any of the causes aforesaid. Exhibitor is responsible for any damage caused to the event area to pay all cost, as determined in the sole judgement of the event of repair or replacement for any and all damage of whatever origin or nature which have occurred during the term of Event in the space occupied by the Exhibitor in order for any and all damages of whatever origin or nature which may have occurred during the term of Event in the space occupied by the Exhibit in order to restore the damaged property, personality and equipment to a condition equal to that at the time Exhibitor occupied their exhibit space. Safety of all Guests and Exhibitor is of utmost concern, Any and all unsafe conditions or activities will be brought to the attention of the responsible parties and corrective measures are to be made immediately. Use or possession of illegal or controlled substances of any kind is prohibited. Violators may be prosecuted to the fullest extent of the law. No handguns concealed or otherwise or other weapons are permitted in the event area. <b>Sponsors reserve the right to give away items and merchandise that may be like items exhibitors are selling.</b>

Printed Name:

Date:

Signature:

Check here if you agree to abide by the rules and regulations(Application cannot be processed without you agreement)

