

Thunder Over The Indian River

VENDOR APPLICATION/ INDEMNIFICATION and HOLD HARMLESS AGREEMENT



Name of Company: _____

Name of Contact: _____

Mailing address: _____

Phone: _____ Email: _____

Vendor Space (1-17) 33'W x 20'D \$100 _____ Site# _____

Vendor Space (18-23) 15'W x 20'D \$50 _____ Site# _____

Vendor Space (24-25) 60'W x 20'D \$150 _____ Site# _____

Vendor site will be assigned by PSJCF, on first-come, first serve basis.

Fee must accompany application or space will not be reserved.

Product, food or service to be sold/provided: _____

You must bring at least one fire extinguisher, if you will be cooking on site.

By signing below, the applicant states that he/she has read these Terms and Conditions and agrees to them. The undersigned exhibitor agrees to indemnify and holds harmless Port St. John Community Foundation Inc., Thunder Over Indian River, Inc., Greater Titusville Renaissance, Inc., and Orlando Utilities Commission and all participating sponsors from and against any and all claims, damages, actions, judgments, decrees, penalties, and/or personal injury, and/or damage to property including attorney's fees, arising out of the undersigned's participation in this event or from the use and occupancy by the undersigned exhibitor, its sub-exhibitions, employees, promoters, agents, guests, invitees, contractors, etc., of the space made available in this event. Additionally, both parties agree that Vendor shall make no unlawful, improper or offensive use of the leased property. The Vendor agrees to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations and costs, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon, arising from (1) Vendor's use of the leased property, or (2) any material breach or default on the part of the Vendor in the performance of any covenant or agreement on the part of the Vendor to be performed, to the extent such claims, costs, expenses or liabilities are caused by the negligent acts or omissions or willful misconduct of Vendor. In no event shall sponsors have any liability for any indirect, special, punitive, incidental or consequential damages.

I understand the payment in full must accompany this application. No refunds. I further understand that compliance with Health & Tax Department's requirements will be my responsibility. I further agree that this Indemnification and Hold Harmless provision shall be construed in accordance with the laws of the State of Florida.

Signature

Date

Thunder Over The Indian River

IMPORTANT INFORMATION FOR VENDORS

Thunder Over the Indian River (TOIR) will take place at the OUC property located at the NW corner of US 1 and Kings Hwy. The entry gate is on Kings Hwy. at the corner of Capron. We look forward to your participation. Please note these few bits of information: Payment in full must accompany your application. Absolutely no refunds will be made unless the event is rained out. No personal checks will be accepted after June 15th; money orders, cashier's checks or cash will be accepted after this date.

VENDOR SPACE

Vendor must supply a copy of Business License, Occupational License and a copy of your insurance certificate with application. Space will be as follows: published rate per space through June 15th. After June 15th, the charge for each space will be increased by \$50.00. Your entire unit(s) must fit in your reserved / assigned space. If you are a vendor selling food, you must contact and coordinate with the Department of Business Regulations, Division of Hotels and Restaurants. If you have any questions, contact them directly at (800) 375-6975 between the hours of 8:00 - 5:00 p.m., Monday through Friday. Electricity will NOT be provided.

CLOWNS AND ROAMING ENTERTAINERS

\$30.00 if you are charging any fees, through June 15th. After June 15th, the charge will be increased \$20.00. A booth is allowed (12ft X 12ft), in designated area.

POLITICAL CAMPAIGNS

Space for a political or campaign Booth (15ft x 20ft) or to distribute campaign materials will be as follows: \$500.00 per space through June 15th. After June 15th, the charge for each space will be \$600.00. Your entire unit(s) must fit in your reserved / assigned space.

NO ALCOHOLIC BEVERAGES, SEXUALLY GRAPHIC OR CRUDE GRAFITTI ARE TO BE SOLD OR DISPLAYED BY ANYONE. TOIR reserves the right to refuse your display or distribution of items that are offensive or improper for children.

CONTACT INFORMATION

Port St. John Community Foundation

PSJCommunityFoundation@gmail.com

SET UP TIMES

The facility will be open the day of event for booth setup from 9:00 to 11:00am. We will reopen @ 1:00 for Vendors. All booths must be set up prior to the gates opening for the public and must stay until the end of the fireworks. Lights will be out during the fireworks display, including parking lot lights. Your booth must be free standing and stakes/guide lines must be within your site. Once a space is assigned to you, there are no changes in location permitted. You may park your vehicles behind your booth (within your space) or in the event parking areas.

Open to the public at 2:00pm – The fireworks begin roughly at 9:15 and will run approximately 20-25 minutes. Lights out will be requested 10-15 minutes in advance of show starting.

Tax deductible fee should be made payable to: GTR / PSJ Community Foundation. Please email completed form to PSJCommunityFoundation@gmail.com. Also, mail form and payment to: GTR / PSJCF, PO Box 472, Sharps, FL 32959-0472.

Visit us online for more event information – <http://portstjohncommunityfoundation.com/>

04/02/2019