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**Aaron Bessant Park**

**November 29th & 30th, 2019**

**Vendor Application**

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| --- |
| Company Name: |
| Tax ID Number:  |
| Business ID Number: |
| Contact Name: | Address: |
| Email: | City: State: Zip: |
| Phone: | Cell: |

This letter will serve as the agreement between (hereinafter referred to as Concessionaire) and Panama City Beach Convention and Visitors Bureau (hereinafter referred to as Organizer) for your right to sell the approved concession items attached to this agreement at the concert event to be held on November 29th & 30th, 2019 at Aaron Bessant Park. Please note that the Organizer expects and the Concessionaire agrees to sell only the items approved in this agreement and at the prices approved in this agreement. No changes will be permitted unless agreed to by Organizer in writing.

**Note:** Prior to approval, Concessionaire must provide photographs of the intended set up. Email photographs to pstewart@visitpanamacitybeach.com or attach photographs to this document.

**FINANCIAL/SETTLEMENT TERMS:**

**1. VENDING FEE** – There is no associated fee for this event.

**2. TAXES** – Concessionaire is solely and completely responsible for reporting and paying any and all applicable tax as required by City, County, State law. Organizer will as is required provide any and all taxing authorities with Concessionaire name and contact information.

a. Concessionaire must be current and in good standing with City, County and State tax obligations.

**UTILITIES & FACILITIES:**

1. **ELECTRICITY -** If applicable, Concessionaire will be responsible to provide all electricity necessary to operate its operation. Generator(s) must be of low noise level. It is the sole responsibility of Concessionaire to satisfy all local permitting requirements and inspection requirements prior to opening.
	1. **Extension Cords­**- It is the responsibility of the Concessionaire to bring their own extension cords to the event.

**2. PROPANE -** If applicable, Concessionaire will be responsible to provide all propane necessary to operate its operation. It is the sole responsibility of Concessionaire to satisfy all local permitting requirements and inspection requirements prior to opening.

**3. SUPPLIED ITEMS** - Organizer will supply potable water in reasonable amounts for Concessionaire use during event. Organizer shall supply adequate trash containers and Concessionaire agrees to bring its trash/recycling to these containers throughout the event. It is the sole responsibility and duty of Concessionaire to keep his/her location clean and free of trash buildup.

**4. WEATHER/PARKING** - The event location is outdoors at a non-permanent location and is subject to conditions caused by wind, rain and other weather events. Organizer may be forced from time to time to limit or not permit driving within certain areas of the event. Under no circumstance can a vehicle ever be driven in or out of the event while the event is in public operation. Vehicle parking will be assigned to Concessionaire for its onsite supply vehicles. All other vehicles including staffing will be parked in general parking unless otherwise told by Organizer.

**5. GLASS CONTAINERS/SERVICE ITEMS** – Concessionaire agrees that it will not serve anything to the public in glass. This includes but is not limited to bottle, glasses, plates, etc.

**INDEMNIFICATION & INSURANCE:**

**1. INDEMNIFICATION** – Concessionaire shall indemnify and hold harmless Organizer, (Panama City Beach Convention and Visitors Bureau), the City of Panama City Beach, FL and all of their respective employees, directors, officers, consultants and agents from any and all claims or other liabilities arising out of the conduct of the Concessionaire or members of its staff whether or not such conduct was performed in the offering of Concessionaires food to the public or the general operations of Concessionaires stand. Concessionaire is solely and fully responsible and liable for the conduct and behavior of its personnel. Additionally, Concessionaire shall hold harmless Organizer, (Panama City Beach Convention and Visitors Bureau), the City of Panama City Beach, FL. and all of their respective employees, directors, officers, consultants and agents from any and all claims, or other liabilities, that may arise from the Concessionaire operation at the event. This shall also include product liability, employment issues or operation/procedure issues.

**2. INSURANCE** – In order to give full force and effect to this entire agreement, Concessionaire agrees to show proof of and keep in force at all times during the event an active comprehensive general public liability and property damage insurance policy. All insurance policies as per this paragraph will provide for no less than $1,000,000.00 (one million) of comprehensive general public liability. Failure to provide proper proof of insurance as stated herein will result in the termination of this agreement and Organizer will retain the space rental fee paid by Concessionaire.

**3. ASSUMPTION OF LIABILITY** – Concessionaire assumes full and sole liability and responsibility for all of its equipment, product, vehicles, staff and any other items that it may bring on site in conjunction with its fulfillment of this agreement.

**SET UP/LICENSING/INSPECTION:**

**1. SET UP** - Organizer will assign Concessionaire prior to the event a date and time for setting up/loading in Concessionaires stand, tent or trailer as well as Concessionaires supplies. Concessionaire agrees to adhere to the time schedule set by Organizer and to set up and secure its operation in a timely manner.

**2. LICENSING/INSPECTION** - It is the sole responsibility of Concessionaire to be properly licensed and permitted by any applicable state, county or local municipality as is required by law in conjunction with this event. Concessionaire further agrees to adhere to all applicable health, fire, electrical and/or other codes as required by law in conjunction with this event. Concessionaire will be prepared for inspection by state, county or local inspector(s) prior to opening and at times to be set either by Organizer or inspector(s). The signing of this agreement does not guarantee participation in this event(s) should Concessionaire not be properly licensed/permitted or fail applicable inspection(s).

**ADDITIONAL TERMS AND CONDITIONS:**

**1. SALE OF BEVERAGES** – Concessionaire agrees that Organizer has the sole right to name an official beverage sponsor and Concessionaire will offer for sale only those brands. Example - Pepsi Cola sponsorship only Pepsi Cola product line will be sold.

**2. HOURS OF OPERATION** – Concessionaire is required to be open and operational during all hours of the event.  Under no circumstance will Concessionaire close, tear down or abandon their vending location without the approval of Organizer.  It is the Concessionaires sole responsibility to staff its location at all times the event is open.

**3. TERMINATION DUE TO FAILURE TO COMPLY** – Concessionaire agrees and understands that adherence to all of the terms stated in this agreement is of the essence to this agreement and any violation of these terms will be grounds for termination of this agreement at any time.

**4. ALCOHOL-** Any vendor caught consuming or selling alcohol is subject to eviction from the event with no refund.

8. **WEATHER -** All attempts will be made to hold the event; however, in the event of inclement weather, cancellation may occur. Refunds, if any, are at the sole discretion of the Organizer.

**STAND INFORMATION:**

Set up is subject to approval by Organizer.

Be sure to account for all trailer tongues and ramps.

Trailer ( ) Concessionaire Tent ( ) Food Truck ( )

Total Size: Total Frontage:

**ITEMS TO BE SOLD** **PRICES**

Agreed & Accepted:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Panama City Beach Convention

 and Visitors Bureau

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Date Date

Please sign both copies of this agreement and return along with your event fee and proof of insurance to Panama City Beach Convention and Visitors Bureau, 17001 Panama City Beach Pkwy. Panama City Beach, FL. 32413. A fully executed agreement will be returned to you for your records.