



## Business Vendor Rules

1. You can begin set-up on Friday, Nov. 8-9, 2024, at TBA pm.
2. bring your table, chairs, tablecloth, ad company set-up.
3. Send company, logo, contact information, website, social media to [info@foodfromthesoulfestival.com](mailto:info@foodfromthesoulfestival.com)
4. Therefore, under NO circumstances should alcohol be sold, given away, or otherwise distributed at the festival without our permission. Additionally, drug/alcohol and other offensive paraphernalia will not be allowed by the Vendors. No water or alcohol shall be sold at the event by the vendors.
5. Each food vendor will have a sample plate, \$1-\$5. This must be the FIRST THING ON YOUR MENU. You get one warning, if you do not comply, we will shut you down. You must dispose of your potable water or grease on the grounds.
6. Any wood fired smoker will be required to have a water extinguisher or a water hose connected to a water source and nearby as well as a 2A10BC commercial fire extinguisher on site.
7. All vendors will be responsible for collecting and reporting all Florida Sales Tax, where applicable. Form DR1 from the Dept. of Revenue should be completed before the event. All vendors are responsible for acquiring all necessary permits with the State of Florida required by law.
8. The food tents (must be fire retardant) in addition to the checklist will need a barrier between the patrons and the cooking appliances, like a table or counter. Please, email us your insurance and business licenses, [info@foodfromthesoulfestival.com](mailto:info@foodfromthesoulfestival.com) .
9. No staking of tents or any other equipment in the venue.
10. Sandbags or water ballasts must weigh everything down. Weights for tent legs must be at least 40 lbs. each. Weights must be securely attached to the canopy roof and canopy leg separately. Ropes and straps should be high quality. Bungee or rubber straps are prohibited. Weights must be on the ground and not dangling. Weights and



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lines must not pose a hazard and be visible. Items that make acceptable weights: 5-gallon bucket full of water, sand, or concrete; 4" PVC pipe at least 36" long filled with concrete; large commercially available tent weights; sandbags or salt bags 40lbs or heavier.

11. For maximum safety, tents should be secured when put up and brought down as soon as weight is removed. Do not leave unsecured tents at any time.
12. Tents must be set 3 feet from the sidewalk on the lawn.
13. Cord covers (yellow jackets) must be over any electrical extension cord or water hose crossing any public pathway.
14. Plywood must be placed under any vehicle tires and engine parked on non-load bearing areas in the venue.
15. All vehicles not involved with the event must be out of the park at least one hour before the event starts.
16. No sidewalk chalk or lawn marking paint allowed.
17. No glass is allowed in the venue. The exception to the rule allows back-of-house joint servers to pour from the glass into plastic cups keeping the glass in a secured location so that it does not end up all over the park. Glass bottles are to be contained in cardboard boxes once emptied.
18. No Styrofoam is permitted for use in City parks.
19. Tying off equipment or tenting into trees, railing, benches, poles, and fencing is prohibited.
20. All event equipment must be out of the park by the close of business of the designated load-out date. Sat., Nov. 9, 2024, 4:00 pm.



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## **FFTS – DISCLOSURE / LIABILITY POLICY**

**FOOD FROM THE SOUL FESTIVAL (FFTS)** does not and will not provide liability insurance against the protection of persons, vendors, entertainers, merchants, organizations, spectators or others who participate in our event to be held on Saturday Nov. 9, 2024, at Private Acres, 9625 Joe Ebert Rd., Seffner, FL 33584

## **LIABILITY DISCLAIMER & RESPONSIBILITY CONTRACT**

In consideration of participating in the Food From The Soul Festival hosted by KVJINC, LLC, on Nov. 9, 2024, at the Private Acres, 9625 Joe Ebert Rd., Seffner, Florida, 33584, \_\_\_\_\_ a duly authorized representative \_\_\_\_\_, do hereby release and forever hold harmless Food From The Soul Festival hosted by KVJINC LLC, dba KVJINC PR. and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which from hence may be experienced by me or my organization as a result of participating in the festival or any events of Food From The Soul Festival hosted by KVJINC, LLC dba KVJINC PR.

FFTS will not be liable for loss of property, limited or loss of sales and/or performance due to flood, fire, riots, and strikes, shortages of material, order of government, failure of transportation, acts of God/nature or other causes beyond our control. This release extends to, applies to, covers and includes all known, unpredictable, disclosed, unforeseen, unknown, unanticipated and unsuspected injuries, damages, losses and liabilities (including attorney fees and court costs) and the consequences thereof, notwithstanding the consequences of any federal, state, local or territorial law or statute to the contrary. Such provisions are hereby expressly waived. It is further understood and agreed, that my participation or involvement in FFTS hosted by KVJINC, LLC is not to be construed as an admission of



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liability or the assumption of any responsibility by FFTS for the personal acts or omissions by me or those of my organization and shall not be a waiver of FFTS right to enforce any terms, power, right or option in the future.

ACKNOWLEDGEMENT BY SIGNING BELOW, I \_\_\_\_\_ (print name)

ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE VENDOR APPLICATION FORM AND AGREEMENT, VENDOR RULES AND REGULATIONS, AND TAMPA BAY PARK RULES AND REGULATIONS, AND THAT FAILURE TO ABIDE BY ANY OF THESE TERMS, CONDITIONS, RULES, AND/OR REGULATIONS SHALL PROHIBIT MY PARTICIPATING IN EVENT. BY SIGNING BELOW, I \_\_\_\_\_ (print name) FURTHER

ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD AND AGREE TO ALL OF THE TERMS OF THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND THAT BY SIGNING BELOW, I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Entity (Company): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_



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By signing below, I acknowledge, and agree, and understand that there is no refund on payments or deposit for my vendor space, without exception. My vendor space is as is, where is, and is without any implied warranties or guarantees or exclusivity, whatsoever, and I have read and understood all the terms and conditions of this vendor application form and agreement, and that I am agreeing to these terms and condition freely and voluntarily. On behalf of my heirs, executor, administrators and assigns to indemnify and hold harmless Food From The Soul/KVJINC LLC, and all members, officers, agents, workers or volunteers of Food From The Soul/KVJINC LLC, hold harmless from and against all actions, claims, demands and liabilities, loss damages and expense of whatever kind or nature, including attorney fees, which may at any time be incurred by reason of my participation in Tampa Caribbean Festival, Inc.

Name of Organization: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title of Agent (Print):

\_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_