

★ THE LAKEWOOD RANCH FREE CONCERT SERIES ★



Music on Main Booth Rental Application

What month are you attending? _____

IN ____ The fee for attending Music on Main as a booth vendor is \$500 for 1 Friday. Please make your check payable to: LWR Main Street, LLC - 14400 Covenant Way, Lakewood Ranch, FL 34202, and Attn: Nicole Hackel

Check # _____ (please send check in with application)

IN ____ Vendors should be ready for a 6:00pm start of event and agree to stay until 9:00pm weather permitting. You may arrive any time after 3:00pm to set-up. The streets will be barricaded by that time, please remember to replace the barricades immediately after driving through them to your location. Your car must be removed from the street prior to 5:00pm. You will need to provide your own tent, table, chairs, etc. depending on your specific needs.

Please note that you must carry general liability insurance with a limit of no less than \$1,000,000 / \$2,000,000 (one million/two-million) naming LWR Main Street LLC and its Affiliates as Additionally Insured.

Please identify what your business is and what services you provide below. (Booths are available to vendors that do not sell merchandise and/or services. Booth space is for informational purposes only.)

By completely the form below you understand that there is no rain date for the concerts and in the event of inclement weather or cancellation you will not be reimbursed for any out-of-pocket expenses.

Company Name

Mailing Address

Contact Name

Contact Phone Number

Email

This is an application for participation. All applications must be submitted by 4 weeks prior to event for consideration the following month.

Please read and sign the following pages (Vendor Agreement and Vendor Code of Conduct)

INTERNAL USE

Approved By: _____

Date: _____

Nicole Hackel
LWR Main Street
14400 Covenant Way
Lakewood Ranch, FL 34202
Phone: 941-757-1520
Email: nicole.hackel@lakewoodranch.com

Music on Main Rules and Regulations – Vendor Agreement (Signature Required)

By reading this and signing the final signature page of this Vendor Agreement, you agree to all terms and conditions and rules and regulations to the event, Music on Main.

- 1. The event will provide a 10'x10' space. Only one vendor per space, NO subletting or sharing of space allowed.*
- 2. Vendor will provide their own canopy, tables, chairs, booth lighting, extension cords, displays, signage, etc.*
- 3. Vendor may only sell or work from the confines of their booth. If more space is required, you must purchase additional space.*
- 4. Vendor shall not call out to, interfere with or solicit patrons at neighboring booths. All participants of the event agree that they are expected to promote the activity of the shopping facility in a positive and professional manner at all times, on and off site. Negative behavior with other vendors, customers or storefront merchants may result in immediate termination. The Event Manager should be contacted immediately if conflict occurs.*
- 5. Vendor shall not relocate, move, switch or trade booth space without the express consent.*
- 6. No use of amplified sounds in vendor area. GENERATORS: Only quiet/whisper generators will be permitted. If your generator is deemed by Event Staff to be disruptive or hazardous to your neighbors or the event, you must immediately discontinue its use.*
- 7. Your signage cannot be displayed anywhere within the event other than at your assigned Booth.*
- 8. Your canopy must fit within your booth space and be constructed to withstand inclement weather conditions.*
- 9. Canopies must be adequately weighted. Vendors are solely responsible for any and all damages caused by their canopies. Failure to properly secure your canopy may result in your removal from the event, forfeiture of your booth space and/or subject you to being cited or charged with causing a public safety hazard by local law enforcement.*
- 10. Open Flames or cooking with an open flame is prohibited under canopies next to other vendors, e.g., barbeque, smoker, etc.*
- 11. Umbrellas: Free standing or weighted shade umbrellas are prohibited due to concerns over event insurance liabilities.*

12. *Fire Extinguishers: It is recommended that all vendors have a fire extinguisher at their booth. It is, however, Mandatory that All Food & Amusement Vendors have adequate fire extinguishing equipment at their booth space with current certification tag attached and ready for inspection by the Fire Marshal, this includes a Class K extinguisher if fryers are used.*
13. *All fees must be paid in full prior to occupying booth space. Possession of an unpaid booth space shall be construed as theft.*
14. *Booth fees are non-refundable.*
15. *Music on Main reserves the right to move, discontinue, or limit the participation of any approved applicant at anytime.*
16. *Cancellations: Barring dangerous or life-threatening conditions, event will be held rain or shine. There will be no refund for inclement weather, force majeure, civil unrest, failure to show, emergency cancellation, or any reason other than the rejection of your application.*
17. *Space assignments: Vendor spaces are assigned on a first come basis relating to the date your application and payments are received, in addition to other criteria such as category type, booth appearance, and what we believe will best enhance the event.*
18. *Power: All vendors must be self-contained and self-reliant for power needs.*
19. *SECURITY: Vendors are fully responsible for their own personal safety, property and wares.*
20. *LICENSES: Vendors are solely responsible for maintaining their compliance with relevant state, local, and federal health regulations, codes, licenses, and insurance. A copy of County Occupational License, FL Dept. of Revenue and FL Dept. of Agriculture (if applicable) or DBPR licensing (if applicable) must be present and on person at all times during market operation or vendor may not be able to operate. Appropriate operating license shall be available on your person in the event of any state inspections. Cottage Law bakers must have appropriate labeling on all products. Sampling of product is at the sole discretion of the participant and should be done in accordance with all federal and state regulations and follow food safety measures. Food Vendors must display their Food License information where it is visible to everyone. If you are following The Cottage Food Law, you must make certain your labels are to their guidelines and your name and address is visible to everyone.*
21. *SALES TAX: Vendors are responsible for collecting and reporting their own sales tax.*
22. *CONDUCT: You are required to conduct yourself in a safe, courteous, and professional manner. If you should have an issue with the event or a fellow vendor, promptly bring the matter to the attention of the Event Manager so that we may attempt to remedy the*

situation. Unprofessional conduct that may be detrimental to the event including disparaging or derogatory comments made to patrons or fellow vendors regarding the event, its staff, promoters and or sponsors may result in your expulsion from the event and further subject you to civil litigation for damages. No smoking is permitted within the market footprint (which includes behind your tent area). This will be strictly enforced.

23. DRESS CODE: Political or controversial attire will not be permitted to be worn. You will be asked to change clothes or will be removed from the market. Payment will not be refunded.

24. COMPLIANCE: Vendor further agrees to comply with all current health and public safety mandates associated with Lakewood Ranch while on property. Failure to comply with the Rules and Regulations governing this event may result in your expulsion from the event without refund in addition to being barred from future events. Respectful cooperation with event staff and volunteers is mandatory.

25. EXCLUSIVITY will not be granted to any one vendor; however, precautions will be taken to limit duplication of similar items. Sales will be restricted to those items listed on your approved application. You will be notified prior to acceptance if any of your listed items are required to be removed from your item list. Only sponsoring companies or entities may request exclusivity on certain products and services, if their request is granted; affected vendors will be notified prior to the event of their new limitations. If an affected vendor is not able to accept their new limitations, they may request to have their application rejected, and receive a refund in the amount of their booth fee. The vendor further agrees and understands that they are not entitled to receive any additional compensation.

26. SET UP: Vendors may begin setup as early as 3:00pm. Vendors may drive up and promptly load or unload from directly in front of their booth spaces. No vendors will be permitted to enter the footprint of the street by car after 5:00pm. (Your vehicle must always be attended to while loading/unloading).

27. VEHICLE SAFETY: Do NOT attempt to bring your vehicle into the market at any time as this is strictly prohibited. Violators may be charged with causing a public safety hazard and issued a citation by local law enforcement.

28. PACK UP: No early pack up! Vendor booths are required to remain open for the duration of the event. When the event is officially over, break down your display and pack up your booth before bringing your vehicle to the event's perimeter.

29. CLEAN UP: Vendors are responsible for removal of trash & waste from their booth. No trash shall be placed in the common area receptacles. If your space requires cleaning by Event Staff/professional cleaning (such as grease/oil spills/stains), a cleanup fee will be charged to you ranging between \$50-\$250, depending on the damage. Failure to comply may result in the issuance of a citation and or the loss of future participation.

30. *PHOTOS & VIDEO: Photos and video, including sound, may be taken at this event of you, your booth, and/or your products or works and used to promote this and future events by Lakewood Ranch and or its affiliates without compensation or benefit to you and by participating in the event you are agreeing to the same.*
31. *CHANGES. Event hours or dates may be changed or adjusted due to forces of nature or occurrences beyond our reasonable control. Such changes will not be considered a breach of this agreement and will not constitute grounds for a refund.*
32. *GENERAL: These rules and regulations shall be governed by and construed in accordance with the laws of the state of Florida, without giving effect to the principles of its conflict of law provisions.*
33. *Signatures used to secure booth space, whether created by hand or electronic device and or delivered via facsimile, email, or any other means, shall be deemed an original signature and shall carry the same authorization as an original signature.*
34. *Enforcement of these rules and regulations/ terms and conditions are at the sole discretion of Lakewood Ranch. Lakewood Ranch reserves the right to make final interpretation of all event Rules.*
35. *Insurance: Lakewood Ranch does not offer nor provide individual vendor insurance coverage. Lakewood Ranch shall not assume liability for any losses that you may incur.*

Vendors are required the following insurance coverage:

Each Occurrence limit \$1,000,000

Personal Injury limit \$1,000,000

Products/Completed Operations Aggregate Limit \$2,000,000

General Aggregate Limit \$2,000,000

COIs must name the following under Certificate Holder:

LWR Main Street LLC and its Affiliates

14400 Covenant Way, Lakewood Ranch, FL 34203

***** IF YOU DO NOT UNDERSTAND THESE RULES AND REGULATIONS/TERMS AND CONDITIONS, YOU MUST SEEK CLARIFICATION FROM A LEGAL ADVISOR.*****

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE FOR MUSIC ON MAIN VENDOR AGREEMENT.

VENDOR SIGNATURE

PRINTED NAME

VENDOR COMPANY NAME

DATE

VENDOR CODE OF CONDUCT (Signature Required)

IT IS A PRIVILEGE AND NOT A RIGHT TO PARTICIPATE AS A VENDOR

As a Music on Main vendor, food truck, and/or their representative, I will:

1. Demonstrate the highest standards of personal behavior and integrity at all times.
2. Conduct myself in a courteous and respectful manner and serve as a positive role model for others.
3. Treat everyone with respect including but not limited to other vendors, the Event Manager, Event team, SMR Representative, Main Street Tenants, Independent Contractors, and members of the public.
4. Be responsible for responding to and reasonably addressing customer complaints.
5. Abstain from any physical or verbal abuse, discrimination, or harassment of any kind. Failure to do so will result in immediate expulsion from Music on Main.
6. Not harass vendors, staff, and customers. This includes at Music on Main, on social media, emails, voicemails, etc.
7. I will represent my products accurately and honestly.
9. I will comply with equal opportunity and anti-discrimination laws.
10. Under no circumstance, attend or participate in Music on Main while under the influence of alcohol and/or controlled substances.
12. Abstain from any criminal activity.
13. Operate vehicles and other equipment in a responsible manner. This includes abiding by posted speed limits and operating my vehicle in a cautious manner.
14. I will be responsible for my booth/food truck and leave the site in the same condition as arriving. Failure to do so will result in a fine or removal as a vendor. Vendors are responsible for disposing of their trash off-site.
15. Have vehicles out of the street footprint by 5:00pm.
16. Will comply with the Event Manager's requests in a respectful manner.
17. Respect and adhere to all rules established by Music on Main and Lakewood Ranch Main Street.
18. Not make any disparaging comments against other vendors, the Event Management, event team, SMR Representatives, Waterside Place Tenants, Independent Contractors, and members of the public.
19. Pay for my spot to participate in the event prior to my scheduled date.
20. Not utilize a generator that exceeds 65 dB.

I understand that failure to comply with any part of the Code of Conduct, or participation in other inappropriate conduct as determined by the Event Manager, may lead to my dismissal as a vendor at Music on Main.

PRINTED NAME

SIGNATURE

DATE