



## Vendor & Exhibitor: Application/Agreement

The following is a VENDOR AGREEMENT BETWEEN Papa Joe's Bayside (PJB) and said vendor named below. Completion of this form does not guarantee rental space in future events. Please read the following agreement carefully and fill out the application. You will need to complete:

- a. signed vendor agreement
- b. completed vendor application
- c. Proof of Insurance (see below list of Agents if needed)
- d. Check/Credit Card Authorization Form
- e. Copy of Driver's License and Front and Back of Credit Card with Authorization Form
- f. Make all checks payable to Papa Joe's and mail to: 9400 S. Thomas Dr., Panama City Beach, FL 32408

### VENDOR AGREEMENT

VENDOR NAME: \_\_\_\_\_ SPACE SIZE: \_\_\_\_\_

**1. Subletting and/or sharing of rental space are strictly prohibited!** Entirety of vendors' set-up, display and working space must be within the space rented. (Open truck ramps or gates, storage, vehicles, trailer tongues, etc., must fit within contracted space. **No exceptions**) If using a tent, frame tents (EZ-UP) are required – No Pole tents! **Note: ALL TENTS ARE REQUIRED BY THE CITY OF PANAMA CITY BEACH AND/OR BAY COUNTY TO BE FLAME RETARDANT!** Please have available for inspection the tent manufacturer's certificate of flame retardancy. PJB does not provide tents, tables, chairs, etc.

**2. Deposit/Payments – Full Payment is required to reserve space. NO PERSONAL CHECKS.** Credit cards (Visa, MasterCard, Discover & American Express) Cashier's Check, Money Orders, or Cash ONLY! Refund Policy: PJB will refund deposits until 10 days before event date. After this, no refunds will be given.

### **3. Set-up/Hours of Operation/Teardown –**

**Set-up Arrival Times** – Vendor tents will be set up on Designated Areas Only. Contact venue manager for assigned position. Vehicles to park in designated Vendor areas Only. Vendors & Exhibitors may not begin breakdown or leave any venue site before closing without prior discussion with PJB. All Vendors are expected to **Set-Up, Operate, Teardown** during specified times:

### **4. Insurance/Hold Harmless**

Vendor is solely responsible for all dealings and actions and holds PJB harmless from all claims. Further, any vendor making/creating/building ON PJB property shall carry liability insurance in a form and issued by a company satisfactory to PJB, which shall name **Papa Joe's Bayside as additional insured for the period of the vendor's operation at Papa Joe's Bayside.** **Coverage shall be a minimum of \$300,000 ea. Occurrence/personal injury and \$300,000 general aggregate.** A copy of the Liability Certificate showing the certificate holder and additional insured's must be provided to PJB and on file in our office prior to vendor being allowed to set up and operate. **If you need event liability coverage, you may purchase from:** (See additional Vendor Information sheet for more information.)

## **5. Legal Compliance/Taxes**

Vendor agrees to comply with all Laws, Licensing, Permits, and Health Department Regulations. Vendors are solely responsible for payment of local & State sales tax due as a result of any sales made during this event.

## **6. Security**

Vendor is responsible to secure his/her own property and to ensure it is properly stored daily. PJB is not responsible for damages for losses by fire, theft or any other causes.

## **7. Termination of Agreement**

PJB reserves the right to terminate this agreement at any time without prior notice if any portion of this agreement is not completely fulfilled or a violation of any policies established by PJB occurs. Specific PJB policies related to this agreement are as follows:

Conduct – The vendor, all its employees and agents, are expected to conduct themselves in a professional manner and to avoid any activities that reflect poorly on PJB, its sponsors or its other vendors. Activities specifically not allowed are:

- Lewd behavior or encouraging lewd behavior by others, foul, or offensive language, nudity or encouraging nudity in any public area.
- Serving of any alcoholic beverages to the public within contracted vending space or to a known minor.
- Any drug use, intoxication, or any other illegal activity by vendor, employees or is agents.
- Violation of any terms of this contract, any laws, ordinances, Fire Department Regulations or codes, of Health Department Regulations.

PJB reserves the right to inspect vending site during set-up and/or operation. Any violation of any terms and conditions will subject vendor to cancellation of this contract and any money paid to PJB. Upon notice and at the discretion of PJB will have the right to:

- Request vendor immediately vacate contracted space voluntarily.
- Take possession of vendor space and remove all vendor's property and employees from the venue; vendor will be responsible for any expenses incurred in such removal.

## **8. Choice of Law/Venue/Arbitration/Integration**

This agreement is made subject to State of Florida Law, and is the entire agreement. All disputes shall be resolved by binding arbitration, not lawsuit, and vended in Bay County, FL. This writing is comprehensive and incorporated and supersedes all prior negotiations or agreements. It can be modified only in writing executed by both parties.

## **9. Disclaimer**

In the occasion the event at Papa Joe's must be canceled or rescheduled due to circumstances beyond our control, fees will be applied to a later date or refunded.

## **10. Parking**

**Vendors will park in the designated vendor lot during allotted time period.**

I have read and will comply with these terms, conditions, and all applicable laws. I hereby release waive, and forever discharge PJB its member, agents, subcontractors, employees or assignees, or the promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event, and each of them, their officers, and employees, all referred to as "releases", from any and all liability (whether loss due to theft, damage, injury to your person or property or resulting in your death, whether caused by the negligence of the releases or otherwise while the undersigned is in or upon any venue area for any purpose, acts of God or other). PJB in no way guarantees any return, profit or benefit from this event.

Initial \_\_\_\_\_

**NOTE:**

With my signature I acknowledge that this form is an express agreement that I fully understand and will abide by all the rules and conditions set forth.

\_\_\_\_\_  
Company Name

Papa Joe's Bayside

\_\_\_\_\_  
Representative Name/ Title (Print)

\_\_\_\_\_

\_\_\_\_\_  
Signature

Date

\_\_\_\_\_  
Signature

Date

NOTE: Please make sure to initial each page of this contract...

**Additional Vendor Information**

| <b>Insurance Companies</b> | <b>Phone /Email</b>   | <b>Fax</b> | <b>Address</b>  |
|----------------------------|---|------------|---|
| Peoples First Insurance    | 800-648-4645 <a href="mailto:si.clemo@pfinsurance.com">si.clemo@pfinsurance.com</a> |            | 1022 W 23 <sup>rd</sup> Street<br>Panama City, FL 32405 |

Your Event **General Liability Insurance** is to include at least  
\$300,000 each Occurrence  
\$300,000 Personal & Adv Injury  
\$300,000 General Aggregate

Certificate Holder: Papa Joe's Bayside  
4601 W. US-98  
Panama City, FL 32401

Initial \_\_\_\_\_

(All fields are required; any unfinished applications will be rejected)

Vendor Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

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

**Power:**

**-Power will not be provided by PJB. Vendors shall be responsible for their own lighting in tents. PJB will provide general venue lighting.**

**\*Please describe your products and display below: This will assist us in making sure there is not an overwhelming presence of the same product. The list of products and or services you plan to sell. You must be specific.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Internal use: Total Cost \_\_\_\_\_ Deposit \$ \_\_\_\_\_ Date: \_\_\_\_\_ Remaining Balance \$ \_\_\_\_\_ Date Paid \_\_\_\_\_

Method of Payment: ( ) Check/Money Order ( ) Credit Card ( ) Cash

Initial \_\_\_\_\_



**CREDIT CARD AUTHORIZATION FORM**

Authorization for Papa Joe's Bayside to charge my credit card account as indicated below:

Card Holder's Name: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

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

Card Holder's Signature: \_\_\_\_\_

Card Holder's Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please specify the amount and charges authorized to the above credit card:

Amount of \$ \_\_\_\_\_ as Full Payment for Vendor(s) space(s) / tent fee(s)

Along with this authorization form you will need to include a copy of the CARD HOLDER'S DRIVER'S LICENSE and a copy of the FRONT and BACK of the credit card for security purposes. The copies will be properly destroyed upon completion of this transaction. Please know copies sent must be legible. Any incomplete form will be rejected.

Initial \_\_\_\_\_