



Monday September 4, 2023 – 10AM – 3PM

Vendor Application & Rules

General Information

Booth size: 10 x 10. If you need more space, you must purchase an extra booth. Vendors must provide their own tent, tables, and chairs. Food vendors – space size will vary but must be provided to Main Street at time of application.

Inclement Weather Policy: This is an outdoor event and will be held “rain or shine”. It is the responsibility of the vendor to assume risk for setting up in inclement or potentially inclement weather. Please be sure to properly secure your tent with the appropriate weights and other safety measures.

Set Up/Tear Down: Vendors may pull into the park for set up and tear down. Vehicles must be out of the park by 9:00 AM. Park access areas are delineated. Vendors may not complete tear down of their booth until after the event is closed unless otherwise authorized by Main Street staff or volunteers. Doing so may forfeit participation in future Main Street events.

Vendor Parking: Designated vendor parking areas are provided. A parking permit will be provided by Main Street. Trailer parking is limited and by Main Street permission only. Vendors may not park on Park Street; all vendors must park in designated parking area(s) or side streets. If you park where designated as “no vendor parking” you will be towed at owner’s expense.

Electricity: We do not provide electricity. Be prepared to supply your own, quiet generators are permitted.

State/Local Laws & Taxes: You are responsible for paying all appropriate sales tax with respect to the sale of goods and for procuring all permits and documentation that are required by local and state government to operate within the state of Florida.

Trash: It is the responsibility of the vendor to clean up your area during and after the event. A trash trailer is provided by Main Street. Vendors ARE REQUIRED to place their trash in sealed bags in the trash trailer, the public trash cans are not to be used for vendor purposes. NO chemicals or dumping of grease on the ground or trash trailer.

Vendor Limits or Exclusions: Vendors must list specific items to be sold at the event. Main Street reserves the right to limit products and food items. Main Street reserves the right to approve or deny any vendor application.

Insurance: Food Vendors are required to carry liability insurance in the amount of \$1M. Please provide proof of insurance. Additional Insureds: Okeechobee Main Street 111 NE 2nd St. Okeechobee, Fl. 34972, City of Okeechobee and R.E. Hamrick Testamentary Trust 55 SE 3rd Ave., Okeechobee, FL. 34974

Grievances and Concerns: The Event Director is fully authorized to make decisions regarding all aspects of the event. Vendors aggrieved by a decision of the Event Director shall have a right to present the grievance to OKMS for consideration, provided that the request for such review shall be in writing within five (5) days after the decision of the Event Director. The written notice should include a clear and specific description of the problem. The Vendor will be permitted to present the grievance in writing and/or in person at a time scheduled by OKMS. OKMS shall have the right to uphold, modify, or reverse any such decision. OKMS's decision shall be considered a final decision.

VENDOR HOLD HARMLESS & INSURANCE AGREEMENT:

FOOD VENDORS agrees to obtain at Vendor's sole cost and expense a Commercial General Liability insurance policy with coverage to protect against any and all bodily injury or property damage as a consequence of the installation and/or operation of the equipment, sale of merchandise, services, and/or food provided by Vendor and/or employees, contractors and agents with respect to the activities of Vendor on the premises or any Festival Venue of Okeechobee Main Street, Inc., City of Okeechobee and the R.E. Hamrick Testamentary Trust. This coverage will provide at least a \$1,000,000 General Aggregate limit and \$1,000,000.

ALL VENDORS acknowledges that neither Okeechobee Main Street, Inc., City of Okeechobee nor R.E Hamrick Testamentary Trust maintain insurance covering exhibitor's property and that it is the sole responsibility of VENDOR to obtain business interruption and property insurance insuring any losses of VENDOR. VENDOR agrees to indemnify and hold Okeechobee Main Street, Inc. and all partners harmless from and against any and all claims, actions, damages, liability and expense, including but not limited to reasonable attorney's fees, in connection with loss of life, personal injury, bodily injury, and/or damage to property arising from or out of any occurrence in, upon or at Labor Day Festival, or any part thereof, or occasioned wholly or in part by any act or omission of said Vendor named above, its agents, contractors, employees, servants, customers, invitees, Vendor or otherwise arising from the agreement that the Vendor has with Okeechobee Main Street, Inc. Okeechobee Main Street, Inc. shall not be liable for any damage to property of Vendor or of others associated with the Vendor, nor for the loss of or damage to any property of Vendor or of others by theft or otherwise. Okeechobee Main Street, Inc., City of Okeechobee, or R.E. Hamrick Testamentary Trust shall not be liable for any such damage caused by any other Vendor or persons in the Premises or the building of which the Vendor is located. VENDOR shall waive all claims against, shall release, and shall not hold Okeechobee Main Street, Inc., City of Okeechobee and R.E. Hamrick Testamentary Trust responsible for any loss or damage to Vendor's property, fixtures, or merchandise belonging to Vendor agents, servants, contractors, employees, licensees, invitees or customers caused by burglary, theft, robbery, vandalism, forced entry, riot or other such acts.

LABOR DAY IN THE PARK APPLICATION

DEADLINES/NOTIFICATION DATES

Application and Vendor Fee Deadline: August 28, 2023 | Vendor Packet by Email: August 30, 2023

Vendor Business Name: _____

Business Address: _____

Contact Person/Email/Phone: _____

License plate number: _____ Vehicle Make and Model _____

Fees:

- A. _____ Merchandise Vendor - \$100.00 + 7% Sales Tax
- B. _____ Art & Craft Vendor - \$100.00 + 7% Sales Tax
- C. _____ Food Vendor - \$150.00
- D. _____ Non-Profit Vendor - \$50.00 (501 (c) 3 required)
- E. _____ Not For Profit Vendor - \$50.00 + 7% Sales Tax
- F. _____ Professional Office/Business Information Vendor \$100.00 + 7% Sales Tax
- G. _____ Political Candidate \$100.00 + 7% Sales Tax

Paid fees reserve your space. Same space requests are on a first come basis. Please ensure we have a valid email. **Event fees are non-refundable within 24 hours of the event. If a refund is requested there will be a cancellation fee of 10% of the event fee and less taxes.**

Type of booth:

- A. _____ Tent – Size: _____
- B. _____ Food Truck or Trailer - Size: _____
- C. _____ Other (pony rides, attractions, etc.). Space Requirements: _____

I have read and understand the rules for participation in the Labor Day Festival

Name (Printed): _____

Signature of Applicant: _____ Date: _____

Company Name: _____

Please email, mail, or drop off your form to
Okeechobee Main Street 111 NE 2nd St. Okeechobee, Fl. 34972
Email: info@okeechobeemainstreet.org.

Full payment must be received to reserve your space.
Checks are accepted, please make out to Okeechobee Main Street or OKMS.
You may apply and pay online at www.okeechobeemainstreet.org.
If you have any questions, please call 863-357-6246.

OFFICE ONLY:

Received by: _____ Date: _____ Payment: Cash__ Credit Card __ Check # _____