



Saturday, December 9, 2023 -10 AM - 9 PM

## **Kids Market 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: Set-up time begins Saturday Dec. 9, 2024 by 9:00am** Vendors may pull into the park for set up. Park access areas are delineated. **Tear Down after the evening parade.** 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.

**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 Christmas 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.

# Additional Kid's Market Rules: First 25 Applicants will be accepted. First Come Basis

Set up is free for all students participating. Age limit is Elementary – High School Students. Students must be prepared to show School ID if asked. All items sold must be original and made by the students only. Students only can sell their items. Tents will be inspected at the beginning of the festival to make sure all the items are authentic for the age level of the student. If adults are selling their own items and participating, then the vendor will be charged the full amount for general vendor participation and money will be collected onsite. Failure to follow these rules will result in expulsion from future events.

All Elementary and Middle School Students must be always supervised by an adult during the event. Supervision requirement for High School age to be determined by parent/guardian and OKMS



# Christmas Kids Market APPLICATION

Age Limit: Elementary – High School (Prepare to show School ID if asked for)

# **DEADLINES/NOTIFICATION DATES**

Application and Vendor Fe	e Deadline: December 1, 2023   V	endor Packet by Email: Decembe	er 7, 2023	
PLEASE PRINT CLEARLY:				
STUDENT VENDOR NAME:			AGE:	
(If a Group – please put in	group name and list all student's in	nformation on next page)		
GRADE: SC	CHOOL:	HOME SCH	HOME SCHOOLED:	
Address:	City _	State_	Zip	
Parents/Guardian Name:_				
Contact Person Email:				
Contact Person Phone:				
Items Selling:				
	Pledge of Originality and Sa			
	e art, crafts, food or other items se declare that no parent or adults h			
Student Signature:		D	ate:	
I give permission for my ch Street Christmas Festival o	on: (Group Participation Adult Lea ild/children to participate in the C n December 9, 2023. I agree to ful event. I have fully read and unders	hristmas Kids Market at the Oke ly supervise my child/children (E	echobee Main Elementary and/o	
Name (Printed):				
Signature:		Date:	_	

**Group Vendor Students Names and Pledge of Originality:** (If more than 3 students – print additional page and attached)

STUDENT VENDO	OR NAME:		AGE:
GRADE:	SCHOOL:		HOME SCHOOLED:
	my own original work and not	ales Items: I declare and avow th manufactured items. I also decla	
GRADE:	SCHOOL:		HOME SCHOOLED:
	my own original work and not	ales Items: I declare and avow th manufactured items. I also decla	
GRADE:	SCHOOL:		HOME SCHOOLED:
items selling are made the items I Student Signature	my own original work and not a am selling.	ales Items: I declare and avow th manufactured items. I also decla	re that no parent or adults have Date:
Parent/Guardian I give permission Okeechobee Mai (Elementary and/ students to partic	n/Adult Group Leader for this vendor group of studer n Street Christmas Festival on I for Middle School) during the e cipate in this event.	nts to participate in the Christma December 9, 2023. I agree to full event. I have fully read and under	ns Kids Market at the y supervise the students
Signature:		Dat	e:
А	111 NE 2 <sup>nd</sup>	tted in person at Okeechobee M St. Okeechobee, Fl. 34972 uestions, please call 863-357-62	
		 Date:	