



# 2012 Pensacola Mardi Gras VENDOR AGREEMENT

In order to sell merchandise during and at the: (chose which event)

- ~~\$250.00~~ 12<sup>th</sup> Night Celebration
- \$250.00 Mardi Gras Band Madness parade
- \$350.00 Pensacola Grand Mardi Gras parade
- \$250.00 Fat Tuesday Celebration

I, \_\_\_\_\_, representing \_\_\_\_\_ (company), which I am  
\_\_\_\_\_, (title for company) agree to the following terms and conditions.

1. I agree to pay Pensacola Mardi Gras, Inc. the amount listed above regardless of the amount of merchandise sold on this date.
2. It is my responsibility to be fully permitted as required by the State of Florida, Escambia County, and the City of Pensacola.
3. It is my responsibility to be in compliance with the Health Department as required by the State of Florida, Escambia County and the City of Pensacola.
4. I agree to be responsible for all sales tax and other tax issues related to the sale of merchandise sold by me.
5. I understand that I must send payment to Pensacola Mardi Gras, Inc. **before** December 31, 2012 and if there are any charges incurred, I will be responsible for payment.
6. I have read the Vending Rules and Regulations and agree to abide by them. \_\_\_\_\_ (initial here)

### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In exchange for the right to participate in the above checked event(s) ("the event(s)"), the undersigned, a duly authorized representative of \_\_\_\_\_, an organization participating in the event(s) ("the Organization") agrees to indemnify and hold harmless the City of Pensacola, Pensacola Mardi Gras, Inc. and related entities, all agents, employees and volunteers of said organizations from any claim or expense of whatever kind or nature arising out of activities as a participant of the event(s) of the undersigned Organization and any of its representatives or individual participants. This indemnification and hold harmless agreement shall be governed in all respects under the laws of the State of Florida.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

VENDOR

PENSACOLA MARDI GRAS, INC.

Signature

Signature

Printed Name

Amy G. Newman, Executive Director

Printed Name

Vendor Contact:

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

**\*Must have a cell number for day of parade!**

Cell\*: \_\_\_\_\_

Office: \_\_\_\_\_

Website: \_\_\_\_\_



## PENSACOLA MARDI GRAS, INC. VENDOR APPLICANT RULES AND REGULATIONS

Pensacola Mardi Gras, Inc. (PMGI) reserves the right to accept or reject all applications.

PMGI reserves the right to review all applications and make vendor decision based on the need for products and the need to avoid over saturation of other products.

No independent vendor will be granted exclusivity at any of the 2012 Pensacola Mardi Gras events.

All vendors must display badge/credentials from PMGI in order to operate. If you do not have a badge/credentials PMGI reserves the right to have you and your equipment escorted off of the route by the City of Pensacola Police Department.

Due to lack of time to verify checks, they will not be accepted on Event Day. Vendor fees will be collected in cash, cashiers check, or money order from all vendors.

All Vendor fess are NON-REFUNDABLE.

Vendors are only allowed to sell food or novelties NOT both.

Vendors are responsible for obtaining all needed permits and licenses. Those permits and licenses may include: City festival license, health department license, and/or propane permit from the City of Pensacola Fire Department. Permits will be awarded only to vendors who have been approved by PMGI and have documentation to that fact.

Vendors may be required to provide proof of all necessary licenses, permits, state sales tax certificate, and liability insurance at anytime during the event. Please have the appropriate documentation available.

All Vendor fees submitted prior to parade day are subject to \$30.00 return check fee for all checks returned because of Non-sufficient funds. Failing to reimburse PMGI for the initial monies and the NSF charge PMGI will not allow you to be a vendor for 5 years after which, it is the discretion of PMGI to decide if you can become a returning vendor.

PMGI has exclusive sponsorship agreements that provide for the exclusive sales of specific product lines by vendors choosing to sell in that category. All vendors are required to adhere to the exclusivity agreements.

Vendors will not display or offer for sale any item that is imprinted or affixed with PMGI logo or reproductions of all or part of the official poster and T-shirt without prior written approval of PMGI.

Attendance at the parade is weather related. PMGI, its Board of Directors or authorized representatives make no guarantees, representations, or compensation regarding attendance.

Applicant agrees to NOT hold PMGI, its Board of Directors or authorized representative liable regarding weather, acts of God, acts of terrorism, governmental intervention, or any other incident that may prevent and/or interrupt the events causing a loss of business.

Vendors are responsible for trash pick-up and removal from their assigned location and 10 feet surrounding the area.

Vendors, their staff, helpers, or anyone associated with vendor shall obey all laws associated with event day, including Local, State and Federal laws.

All booths are to be set up and ready for operation on the following days:

***Friday, January 6 ~ 12<sup>th</sup> Night Celebration (Merchandise Vendors Only) 5:00 p.m. til 12:00a.m.***

***Saturday, January 21 ~ Mardi Gras Band Madness parade 9:00 a.m. till 8:00 p.m.***

***Saturday, February 18 ~ Pensacola Grand Mardi Gras parade 9:00 a.m. till 8:00 p.m.***

***Tuesday, February 21, Fat Tuesday Celebration (Merchandise Vendors Only) 5:00 p.m. til 12:00a.m.***

Any vendor caught selling beyond these times will not be invited back next year and will have a 5 year penalty.

P.O. Box 13694  
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