



**Clematis by Night Food Vendor Application
July 2010-December 2010**

*** APPLICATION REVISED; READ CAREFULLY!**

**Clematis by Night Food Vendor
July 2010-December 2010**

***Application Revised; Read Carefully!**

- Clematis by Night is the Hot Spot to Chill every Thursday night from 6:00-9:00PM in Centennial Square at the top of Clematis Street in Downtown West Palm Beach.
- City of West Palm Beach Clematis by Night will have 6 spaces for food vendor types. All applications are due into the Community Events office: 401 Clematis Street, 3rd Floor, West Palm Beach, Fl 33401 by **June 1, 2010**. All complete applications received by that date will be considered (special delivery/hand delivery recommended). Please do not fax!
- **All applications including those from vendors who have participated in Clematis by Night previously must be complete. All applications must be received by the application deadline, accompanied by two (2) non-returnable photos of the vendor booth/product and the first payment of \$130.00 (payment will be refunded if not accepted.) INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**
- A Selection Committee, chosen by the City, will review, evaluate and score all complete applications based on the following: Quality, Presentation, Food items/Corresponding prices and Previous participation at Clematis by Night.
- Notification of acceptance will be mailed no later than June 15, 2010. Checks will be returned to those vendors not accepted.
- Accepted food vendors are responsible for supplying their own (3) 8” tables, (3) black floor-length tablecloths, white 10x10 tent and weights for tent.
- Accepted food vendors are responsible for obtaining any required state, county or city license as well as insurance. Food vendors are responsible for the cost of the license and must obtain them prior to participating at Clematis by Night.
 - Required**
 1. A valid City of West Palm Beach Occupational license
 2. A valid Palm Beach County Occupational license
 3. A copy of your restaurant license or your mobile vendor’s license, both current and issued by the Department of Agriculture, Hotel and Restaurant Division
 4. A DBPR license.
 5. A \$500,000 general liability insurance policy naming the City of West Palm Beach as additionally insured.
- Accepted food vendors will be billed \$130.00/monthly for August, September, October, November and December. July payment is due with application. Payments must be received by the first of each month by the City’s Finance Department. Payment can be mailed or brought to the main floor of City Hall, 401 Clematis Street, West Palm Beach – 8:30AM-5:00PM Mon-Fri. Please allow 3 to 4 days for processing at City Hall. Payments will not be accepted at the Community Events office or at the event site. **Failure to pay fees on time will result in vendor being discharged from the event that month. Payments received late two (2) times will result in vendor being discharged until the following rotation. All fees will still be due and are non-refundable.**
- **VENDOR IS COMMITTED TO THE 3 MONTH ROTATION THEREFORE VENDOR WILL BE RESPONSIBLE FOR PAYMENT OF \$780.00. NO EXCEPTIONS WILL BE MADE REGARDLESS OF WEATHER, ATTENDANCE OR UNFORSEEN CIRCUMSTANCES!**

**Clematis by Night Food Vendor
July 2010-December 2010
Application**

***Application Revised; Read Carefully!**

PLEASE PRINT CLEARLY:
NAME(S):

BUSINESS NAME(S):

ADDRESS:

CITY

STATE

ZIP

HOME: () _____ BUSINESS: () _____ CELL: () _____

EMAIL ADDRESS: _____

Clematis by Night will only be accepting the following food categories:

(1) American (Hotdog, Hamburger, etc.)

(1) Barbeque

(1) Caribbean

(1) Latin

(2) Dessert (Smoothie, Ice Cream, etc.)

CATEGORY APPLIED FOR: _____

HAVE YOU PARTICIPATED IN CLEMATIS BY NIGHT BEFORE? YES _____ NO _____

IF YES, WHEN? _____

**Clematis by Night Food Vendor
July 2010-December 2010
Application**

***Application Revised; Read Carefully!**

List **ALL** food items (maximum (15) items) you wish to sell and the price. Only those products listed and **approved** will be allowed to be sold.

*** City will provide a 2x5 banner to accepted vendors. The banner will state the vendor company name and list the food products and prices available. No other signage will be allowed. Only approved items will be listed and can be sold.**

| | Price |
|-----------|----------------------|
| 1. _____ | <input type="text"/> |
| 2. _____ | <input type="text"/> |
| 3. _____ | <input type="text"/> |
| 4. _____ | <input type="text"/> |
| 5. _____ | <input type="text"/> |
| 6. _____ | <input type="text"/> |
| 7. _____ | <input type="text"/> |
| 8. _____ | <input type="text"/> |
| 9. _____ | <input type="text"/> |
| 10. _____ | <input type="text"/> |

| | Price |
|-----------|----------------------|
| 11. _____ | <input type="text"/> |
| 12. _____ | <input type="text"/> |
| 13. _____ | <input type="text"/> |
| 14. _____ | <input type="text"/> |
| 15. _____ | <input type="text"/> |

**Clematis by Night Food Vendor
July 2010-December 2010
AGREEMENT**

***Application Revised; Read Carefully!**

- I agree to sell only those products approved by City of West Palm Beach Community Event Staff.
- I agree to not sell alcoholic beverages, soda, water or iced tea.
- I acknowledge full responsibility for all my activities at Clematis by Night and for those employed or assisting in my vendor's space and I agree to defend, hold harmless and indemnify the City of West Palm Beach and Clematis by Night from any liability, cost damage or expense which arise from my, my employee's or my agent's involvement and operation at Clematis by Night or use of the vendor's space.
- I acknowledge that I will not be a vendor until the City of West Palm Beach has received all permits, licenses, fees and insurance as scheduled and outlined.
- I accept responsibility for payment as part of this license. Terms are acceptable. NO REIMBURSEMENT will be made if the vendor decides to no longer participate at Clematis by Night or is banned from Clematis by Night.
- I agree to provide my own (3) 8" tables, (3) black floor-length table cloths, white 10x10 tent and weights for the tent.
- I agree to utilize city-provided signage only.
- I acknowledge that this agreement is a license and a privilege, and that no leasehold, easement or other interest in land is conferred upon the vendor under the provisions hereof. The City shall have the right to revoke this license for any reason, in the City's sole discretion.
- Electric will be available as it exists currently within the event site. No further alterations or upgrades will be provided by the City of West Palm Beach. All electric issues must be addressed in writing to City of West Palm Beach Community Events Staff. Construction surrounding the event site is out of our control.
- Fees due: First monthly payment of \$130.00 due June 1, 2010, Second payment of \$130.00 due July 1, 2010, Third payment of \$130.00 due August 1, 2010, Fourth payment of \$130.00 due September 1, 2010, Fifth payment of \$130.00 due October 1, 2010, and Sixth monthly payment of \$130.00 due November 1, 2010.
- All applications including those vendors who have submitted for Clematis by Night before must be complete in all details and received by the application deadline accompanied by two (2) non-returnable photos of the vendor booth/product and the first payment of \$130.00 (payment will be refunded if not accepted). **Incomplete applications will not be accepted!**
- Disclosure and Disclaimer: The City and its representatives shall have no obligation or liability with respect to this application or the vendor selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of accepting applications and further make no representation as to the exclusivity of any vendor selection. No warranty or representation is made by the City that any application conforming to these requirements will be selected for consideration or approval. The City may accept or reject any applications, may select one or more vendors for a specific selection, may cancel the selection and any such action or other action taken by the City in response to applications submitted or in making a selection or failure or refusal to make any selection shall be without any liability on the part of the City or its agents. The City may request formal presentations by the vendors which may be made before a selection committee and which may include one or more vendor applicants. The City reserves the right to select the vendor which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. Any vendor applicant who submits an application fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof.

Clematis by Night Food Vendor ***Application Revised; Read Carefully!**
July 2010-December 2010
RULES, REGULATIONS, TERMS AND CONDITIONS

IMPORTANT: EACH ITEM must be signed, acknowledging your agreement to comply with each item described. PLEASE RETURN ONE COPY SIGNED.

1. VENDOR EQUIPMENT

- It is the vendor's responsibility to supply all food cooking equipment and supplies including electrical cords, lighting, cash banks and chairs, display materials, etc.
- Vendor must supply their own **(3) 8'' tables, (3) black floor-length table cloths**, white 10x10 tent and weights. No other table covers will be allowed. Tent must be clean and tables must be covered. For the safety of yourself and others your tent must be weighed down.
- It is an outdoor show; all exhibitors must provide their own means to display which are sturdy enough to withstand crowds, winds and weather conditions.

Signature

2. VENDOR BOOTH SPACE

- City of West Palm Beach Community Events Staff will work with vendors on site location; however, City of West Palm Beach Community Events Staff reserves the right to assign location of booth space rented.
- No subletting or sharing of space is permitted.
- Vendor's products and set-up must not be placed beyond booth space boundaries.
- Any items that are on display must have been approved prior to selling.

Signature

3. VEHICLE REGULATIONS

- No moving vehicles (cars, vans, trucks) are allowed on the site during Clematis by Night operating hours: 6:00PM to 9:00 PM. Street barriers must never be moved. Danger to patrons and vendors will prohibit future participation.
- No vehicles will be allowed on-site after 5:30 PM or before 9:00PM.

Signature

*Application Revised; Read Carefully!

4. VENDOR FINANCES

- First monthly payment of \$130.00 due June 1, 2010, Second payment of \$130.00 due July 1, 2010, Third payment of \$130.00 due August 1, 2010, Fourth Payment of \$130.00 due September 1, 2010, Fifth payment of \$130.00 due October 1, 2010 and the Sixth payment of \$130.00 due November 1, 2010. Please make your check payable to: City of West Palm Beach.
- **VENDOR IS COMMITED TO 6 MONTH ROTATION THEREFORE VENDOR WILL BE RESPONSIBLE FOR PAYMENT OF \$780.00. NO EXCEPTIONS WILL BE MADE REGARDLESS OF WEATHER, ATTENDANCE OR UNFORSEEN CIRCUMSTANCES!**

Signature

5. SET UP / BREAKDOWN / CLEAN-UP

- SET-UP begins at 4:00 PM and every vendor MUST be completely set-up by 5:30 PM, car/van removed, and booth fully operational and displayed. No vehicles will be allowed on-site after 5:30 PM. **(2) notices of vehicle on-site after time allowed will cause loss of space for remainder of the rotation.**
- BREAKDOWN starts at 9:00 PM. If vendor sells out, the vendor must remain in vendor's booth until 9:00 PM. Breakdown before 9:00 PM will result in expulsion from Clematis by Night and prohibition of future participation.
- CLEAN UP – Every item you bring must be removed by you. Please stay at your booth until your employees have completed all cleanup. No debris, boxes, etc. shall be left at your booth. Failure to follow this rule will result in a fine and/or expulsion. If City employees must clean or dispose of your garbage, a fee will be charged. Sidewalk, pavers and pavement must not be damaged or soiled. Power cleaning charges will be charged back to the vendor.

Signature

Clematis by Night Food Vendor ***Application Revised; Read Carefully!**
July 2010-December 2010
RULES, REGULATIONS, TERMS AND CONDITIONS

6. DISPLAY AND PRESENTATION

- City of West Palm Beach Community Events Staff has the right to control the “VISUAL IMPACT” and overall presentation of Clematis by Night, at its discretion.
- If it is determined by Community Events Staff that a vendor’s display is detracting from our overall site presentation, a change or improvement will be required.
- **City will provide a 2x5 banner that will list the company name and items available to accepted vendors. No other signage will be allowed.**

Signature

7. CANCELLATION POLICY

- In most cases, Clematis by Night will not cancel in advance of the event. Clematis by Night Staff will make the decision to cancel by 4:00 pm the day of the event due to inclement weather. Exceptions to the rule may include weather related or extreme acts of nature, etc. Safety is Clematis by Night’s utmost concern. You may call the Community Event Division at 561-822-1515 for cancellation messages.
- Should a vendor “NO SHOW” and/or not call to cancel vendor is subject to space relocation.
- Failure to provide notice of absence for three consecutive Thursdays will result in loss of space, loss of fees paid in advance and possible termination of future participation.

Signature

8. MISCELLANEOUS RULES

- Vendor booths are always subject to change and relocation at the Community Events Division’s discretion.
- No sales, use or possession of alcoholic beverages is permitted.
- Vendors are responsible for collecting their own sales tax.
- Rules are subject to change without advance notice.

Signature

ENFORCEMENT OF RULES

1. Clematis by Night management is responsible for enforcing the above stated rules. Violations and recommendations are at the direction and enforcement of Clematis by Night Management on-site. Continued violation will result in being expelled from Clematis by Night with no reimbursement of fees paid and no future participation.
2. Complaints regarding product legitimacy, operational detail or conduct of another vendor must be submitted in writing to the Clematis by Night Management for resolution.
3. I have reviewed and signed each of the West Palm Beach Clematis by Night regulations indicating that I agree to abide by said rules and regulations. Further, I understand that any violations of these rules or hazards will cause immediate revocation of my Clematis by Night agreement

_____ _____ _____
Applicant's Name (Print) Signature Date

*** All vendors, including those who have participated in the past, MUST submit a complete application for review. Incomplete applications will not be accepted. Community Events will not notify applicants of pending items due if incomplete. Complete applications must include:**

- All application pages signed
- (2) pictures of booth/food products
- First payment of \$130.
- Additional documents required will be due if accepted on June 21, 2010.