

The logo for SOAMI ART FEST. The word 'SOAMI' is in a teal, sans-serif font. The letter 'O' is replaced by a pink circle with a white dot in the center. Below 'SOAMI', the words 'ART FEST' are written in a pink, sans-serif font.

SOAMI ART FEST

VENDOR PACKET

FEBRUARY 24-25, 2024

Vendor Application

Your completed application must be postmarked no later than **December 14, 2023**. The application must include:

1. **Photograph** of the booth or cart, labeled with Vendor's name and showing products and signage.
2. **Proof of insurance** for bodily injury, property damage and public liability, (including product liability) attributable to Vendor's activities in the festival in the minimum amounts of \$250,000 for any one person, \$1,000,000 aggregate limit. The policy must be written by a carrier licensed to write such policies in the State of Florida. Applications will not be processed without original certificate of insurance. Upon acceptance to the Festival, Vendor must name the Rotary Club of South Miami, the Rotary Foundation of South Miami, Inc. and the City of South Miami as "Additional insured's" on the policy.
3. **Fees:**
 - a. A non-refundable application fee of \$35 is required
 - b. The cost for (1) 10 x10 booth space for two days is \$375
 - c. The cost for (1) 10 x10 corner booth space for two days is \$450
 - d. Monies should be made payable to "South Miami Rotary Art Festival." One check may be used to cover both application fee and booth rental and will be deposited on receipt. Our acceptance of your payment is not a confirmation of acceptance to the Festival.
4. **Acceptance Notification:**
 - a. A Notification of Acceptance and Space along with instructions for parking will be emailed to each Vendor by **January 4, 2024**.
 - b. Only one Vendor per each category shall be permitted to sell in the Festival. Vendors may sell only the products which are listed in the Notification of Acceptance and Space.

5. Cancellation of Contract:

- a. Any Vendor who cancels the Vendor Contract by close of day **January 17, 2024**, will be issued a full refund of payment made for booth and cart spaces excluding the application fee of \$35. Cancellation must be in writing by U.S. Mail or by E-mail and received no later than **January 17, 2024**.
- b. Any Vendor who cancels the Vendor Contract after **January 17, 2024**, shall forfeit the entire fee paid for booth or cart space without any exceptions.

SOMI Art Fest (South Miami Rotary Art Festival)

P.O. Box 430953

South Miami FL, 33243-0953

somiartfest.org | 305-769-5977 | info@somiartfest.org

*Checks written to South Miami Rotary Art Festival

Name (please print) _____

Company Name _____

Address _____

City _____ State _____ ZIP _____

Email _____ Tel. _____ Cell _____

Federal Tax ID# _____ FAX _____

Website & Social Media Handles _____

Please list the items you would like to sell and their prices (attach list if necessary)

Item _____ Price _____

Item _____ Price _____

Item _____ Price _____

Item _____ Price _____

Item _____ Price _____

Number of booth spaces at \$375 _____

Number of corner booth spaces at \$450 _____

I agree to abide by all **RULES AND PROCEDURES** set forth in pages 5 and 6 of this application and to consider them an integral part of the contract. I have carefully read the attachments with special attention to page 5, paragraph 1.

Signature _____

Date _____

Vendor Rules and Procedures

PLEASE NOTE THAT SUNDAY BREAKDOWN IS AT 5 P.M. AGAIN THIS YEAR! YOU MUST BE COMPLETELY OFF THE STREET BY 7 P.M.

1. **Permission to sell** at the Festival: Subject to the terms and conditions of this Vending Contract, The Rotary Club of South Miami and the Festival Committee agree to permit the Vendor to sell the products at prices not to exceed those listed on the Vendor's application.
 - a. Vendor agrees not to sell, distribute, or otherwise provide to any person at the Festival, with or without compensation, any type of alcoholic beverage or water.
 - b. Vendor agrees not to sell, distribute, or otherwise provide to any person at the Festival, with or without compensation, any goods, foods, beverages, or other products other than the Vendor's products approved by the Festival Committee.

2. **Space allocation:** The Festival has the right to provide no space, or less than all the space for which Vendor has submitted payment, by refunding (without interest) all or part of payment received from the Vendor, and the Contract shall be binding and effective only with respect to the spaces so provided.

3. **Cancellation:** Any Vendor who cancels their Vendor Contract by close of day January 17, 2024 will be issued a full refund of payment made for booth and cart spaces excluding the application fee of \$35. Cancellation must be in writing by U.S. Mail or by E-mail post marked no later than January 17, 2024. Any Vendor who cancels their Vendor Contract after January 17, 2024, shall forfeit the entire fee paid for booth and cart spaces without any exceptions.

4. **RIGHTS & RESPONSIBILITIES OF VENDOR**
 - a. **Schedule:** Vendor shall set up beginning at 5:30 a.m. and must have area completely set up by 9:45 a.m. on the Saturday of the event. Please note that no large trucks will be allowed in the intersection. Vendors shall close down their booths no earlier than 6 p.m. on Saturday and shall break down their booths no earlier than 5 p.m. on Sunday. Vendors and all their equipment must be off the street by 7 p.m. on Sunday.

- b. **Space:** All Vendors shall occupy the space assigned. No transfers, assignments, licensing, or subletting of booths is allowed. The size of the space shall be 10' x 10' and booths must be placed within the designated space.
- c. **Booths:** Vendor shall provide an attractively designed sales booth for each space to be occupied by the Vendor. It must be of at least the quality shown in the Vendor's submitted photographs. The sales booth shall be constructed in a safe and sturdy manner consistent with fire safety codes. All tents and stands will be of stable construction, so as to prevent any accidental knocking over. Appropriate tent weights are mandatory, and tents must be flame-retardant
- d. **Security:** Vendor shall be solely responsible for the security and safety of Vendor's cash, equipment, goods, inventory, supplies, or other property.

5. Miscellaneous

- a. Vendor may not assign or otherwise transfer Vendor's rights and obligations under the Contract without the prior written consent of the Festival Committee. No part of the Contract may be amended or waived except by a written instrument agreed to by both parties.
- b. The Contract shall be governed in all respects by the laws of the State of Florida. Vendors shall individually comply with the State of Florida sales tax regulations. In the event of any breach of the Contract by the Vendor or any employee or independent contractor thereof, the Festival Committee may bar or eject the Vendor from the premises of the Festival without any refund or credit for any payments made by the Vendor in connection with the Contract. Such action shall be in addition to and not in lieu of any claim by the Festival for damages resulting from such breach.
- c. In the event that the SOMI Art Fest is interrupted or prevented without contributory fault or negligence of either party because of war, act of God, fire, national or local calamity, riot, or civil disorder, any act or regulation of public authorities, or any unforeseen occurrence or labor dispute, including strike or lockout of employees, then the obligations of the parties shall be suspended to the extent made necessary, but no refund shall be due or payable to the Vendor from the SOMI Art Fest for any fees paid. Neither the Vendor nor the Festival shall be liable to the other for any damages caused thereby.
- d. The Vendor shall indemnify, defend, and hold harmless the Festival from and against any and all claims or assessments, regardless of the validity thereof, including any attorney's fees and costs, attributable to or otherwise arising of any and all activities undertaken by or on behalf of the Vendor in connection with the SOMI Art Fest, including, without limitation, the preparation and sales of food or beverage(s).
- e. Photography & Videography Consent: By participating in our SOMI Art Fest, I hereby grant permission to The Rotary Club of South Miami, the SOMI Art Fest, its volunteers and its photographers & videographers to capture and use photographs and/or videos of my likeness for promotional and marketing purposes. This includes but is not limited to website content, social media posts, advertising materials, and press releases.