



# Application Process and Instructions!

Dear Vendor: Please read this carefully, as this will answer many of your questions regarding the Application Process! We look forward to working with you!

## Steps to Apply as a Vendor:

- 1) Any person interested in Booth space at the Festival must complete the following materials and submit them to the Festival office for approval by the Producer:
  - a.  Complete the Vendor Application
  - b.  Sign the Vendor Contract agreeing to our Festival terms
  - c.  Fill out and sign the Vendor Pass Registration form
  - d.  Send Payment in full for your booth fees, electricity (if applicable), security deposit, and clean-up fee (if applicable). You may pay by check, or credit card (Credit Card Authorization required – attached)
  - e.  Send Color photographs of your services and/or items to be sold at the Festival
- 2) Once we receive these materials, you will be notified of Acceptance via telephone or e-mail. You will then be responsible for obtaining the required liability insurance, if you have not done so already. You will be added to our list of vendors and your space will be secured.
- 3)  All vendors must submit a copy of their General Liability Insurance of \$1,000,000.00 naming Bobby Rodriguez Productions, Inc., Seminole Properties Retail, LLC and the Seminole Tribe of Florida as additional insured's. This must be returned to the festival office no later than October 1, 2012.
- 4) The Rules and Regulations will outline our procedures for check-in and operations at the Festival. Please make sure you read this carefully.
- 5) After that, you are ready for the show!

If you still have some questions regarding your Vendor Application Process, etc. please feel free to contact us!

We look forward to working with you this year and many more!

Bobby Rodriguez Productions  
Telephone: (954) 771-7117  
Facsimile: (954) 771-7045

Bobby Rodriguez Productions, Inc. • 800 N.W. 57<sup>th</sup> Place, Fort Lauderdale, Florida 33309  
Telephone: (954) 771-7117 • Facsimile: (954) 771-7045



November 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup>, 2012  
 Fri: 5pm to 12am, Sat: 12pm to 12am  
 and Sun: 11am to 7pm  
 Seminole Hard Rock Hotel & Casino  
 1 Seminole Way  
 Hollywood, Florida 33314

## Vendor Application

**Instructions:** Please select the appropriate booth. Note: price includes cost for all festival days and 6% Florida Sales Tax. All vendors must list all items being sold at your booth and it must be approved by festival staff. No drinks permitted. If you have any questions concerning this application please contact us at (954) 771-7117.

### Booth:

- |   |  |
|---|--|
| <input type="checkbox"/> Arts & Crafts 10' Frontage \$292<br>Additional Footage _____ x \$20.00 = _____<br><b>Total Dimensions:</b> _____ Frontage x. _____ Depth   | <input type="checkbox"/> Small Business 10' Frontage \$371<br>Additional Footage _____ x \$30.00 = _____<br><b>Total Dimensions:</b> _____ Frontage x. _____ Depth |
| <input type="checkbox"/> Corporate Booth 10' Frontage \$901<br>Additional Footage _____ x \$50.00 = _____<br><b>Total Dimensions:</b> _____ Frontage x. _____ Depth | <input type="checkbox"/> Non-Profits 10' Frontage \$106<br>Additional Footage _____ x \$10.00 = _____<br><b>Total Dimensions:</b> _____ Frontage x. _____ Depth    |
| <input type="checkbox"/> Food Booth 10' Frontage \$954<br>Additional Footage _____ x \$65.00 = _____<br><b>Total Dimensions:</b> _____ Frontage x. _____ Depth      | <input type="checkbox"/> Tent Package \$186 (See attached)   |
| <input type="checkbox"/> Food Booth 20' Frontage \$1,500  | <input type="checkbox"/> Food Cart \$530   |

### Electric:

- Electricity \$100 (One 20 amp circuit will be provided)

### Miscellaneous:

- Mandatory Clean-up Fee (Refundable) Food Booths only - \$150  
 Mandatory Security Deposit (Refundable) All Vendors (Incl. Food) - \$100

**TOTAL BOOTH FEES DUE:** \_\_\_\_\_

**List of Items being sold by Vendor:** \_\_\_\_\_

### Contact Information:

\_\_\_\_\_  
 Owner Name  
 \_\_\_\_\_  
 Address, City, State, Zip  
 \_\_\_\_\_  
 E-Mail Address

\_\_\_\_\_  
 Company Name  
 \_\_\_\_\_  
 Telephone Number  
 \_\_\_\_\_  
 Cellular Number



# Vendor Agreement

This Agreement (the 'Agreement') entered into this \_\_\_\_\_ is between **Bobby Rodriguez Productions Inc. D/B/A The Florida Cajun Zydeco Festival**, a Florida corporation (hereinafter the 'Company') and \_\_\_\_\_ (herein after the 'Vendor') having an address at: \_\_\_\_\_ as consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto agree as follows:

I, the undersigned, do hereby release and hold harmless Bobby Rodriguez Productions, Inc., the Florida Cajun Zydeco Festival, and its organizers and sponsors of any manner of action, suits, damages, or claims whatsoever arising from any loss or damage to person(s) or property while in the possession or under the supervision of Bobby Rodriguez Productions, Inc. I hereby acknowledge that I have read the Rules and Regulations established by the festival and consent to abide by them. If accepted, I understand that no refunds will be issued if any part of the festival is cancelled due to inclement weather, riot, civil disturbance, fire or theft, any present or future governing law, ordinance, rule or regulation, or any other cause beyond the parties' control.

**1. The Festival:** The Company will organize and conduct the Florida Cajun Zydeco Festival by securing the commitments of various artists, entertainers, game and activity concessionaires, and food and craft purveyors to attend and present their work, talent, game activity, and other products to the public who shall attend the Festival at the Seminole Hard Rock Hotel and Casino in Hollywood, Florida.

**2. Dates and Times:** The Company agrees to rent a space (see size below) to be used for selling the Vendor's product(s) or service(s) on the following dates: **Friday, November 9, 2012 from 5:00 p.m. to 12:00 a.m., Saturday, November 10, 2012 from 12:00 p.m. to 12:00 a.m., and Sunday, November 11, 2012 from 11:00 a.m. to 7:00 p.m.**

**3. Recordings/Photos:** The Vendor hereby waives all rights to photographs, audio and video recordings, and illustrations made in conjunction with the Festival and used for educational or promotional purposes or both, presently or in the future.

**4. Compensation:** The Vendor agrees to pay the Company a fee of \$\_\_\_\_\_, for a \_\_\_\_x\_\_\_\_ booth space. Electricity, clean-up fee and security deposit not included. Space rental fees must be submitted with this contract. The space shall be considered reserved only after payment is received and this contract is completed and signed by vendor. If this contract is rejected by the festival, your space rental deposit will be returned in full. All cancellation requests must be in writing and received by the festival no later than October 1, 2012 or your deposit will be forfeited. After October 1, fees must be paid in cash or by money order. Limited electricity is available for \$100. (See application). Should Vendor fail to occupy space as agreed, no portion of the reservation fee will be returned. The fee will be considered as liquidated damages for failure to fulfill the contract.

**5. Security Deposit:** Security Deposits may be refunded in full at the conclusion of the event, or rolled over into the following year's Cajun Zydeco festival security deposit. You must send written notification of your choice one week after the conclusion of the festival, but in no event after January 1, 2013.

**6. Rules and Regulations:** The Vendor, and each individual member thereof, agrees to abide by the Rules and Regulations regarding parking, pets, passes, etc., as published by the Company, and acknowledges that a violation thereof may void this contract. Said Rules and Regulations are incorporated herein by reference and made a part hereof. Booth space to be used only for the dates of November 9, 10 and 11, 2012. Booth shall be set up and ready for inspection by State Health Inspector no later than 10 AM on Friday, November 11. Vendor agrees to staff booth and keep booth open to the public for the hours of the festival on all three days.

- a. Leased space shall be used strictly and only for sale or display of items approved by the event producer. Vendor shall in no way sublease booth space to another party. No Beverages may be sold by vendor. All business shall be conducted in a quiet, orderly manner. All rubbish, garbage, paper, etc. must be deposited in containers furnished by the festival. All workers must be neat and tidy in appearance. All business must be confined to leased space. No "hawking" is allowed. Vendors are required to return their space to the same condition of cleanliness they found it.
- b. Tents, stands, and all enclosures must be approved by the festival. Food concessions must comply with all health rules for temporary food stands. Absolutely no products served in glass or metal containers will be permitted.
- c. All booth signs must be printed, not hand-written.
- d. Booth Set-up time is on Thursday, November 8, 2012 beginning at 12:00 pm and closing at 5pm. If you are providing your own tent, you **MUST** have a white tent. All other tents must be pre-approved by the festival.
- e. All booths to be removed by 10 AM on Monday, November 12, 2012. Failure to vacate may result in a \$100 charge, due and payable upon demand. If it is necessary to remove your belongings in your absence, the festival hereby has permission to do so at your expense.
- f. The Tent Package is an available option to avoid the hassle of renting a tent and setting up your booth! The price of \$186.00 includes the following: 10 x 10 Canopy Tent, One Table with Two Chairs, Set-up and Take-Down for both show days. Tent Package must be paid in full in advance to be ordered. Please note that you are responsible for any loss or damage. We reserve the right to refuse a tent package should they not be available.

**7. Disclaimer:** In consideration of the Vendor contracting as an independent contractor, he/she hereby waives any and all rights of action for accidents or injuries which may occur while at the Festival and agrees that neither the Company nor its owners, officers, agents, or employees shall be liable to the undersigned, or those claiming through the undersigned, and shall indemnify the Company and hold it harmless for any claim or damage arising out of any injury, death, or property damage in connection with the undersigned's participation at the Florida Cajun Zydeco Festival.

**8. Insurance: Vendor shall furnish to the Company proof insurance by means of a Certificate of Insurance, comprehensive general liability insurance for \$1,000,000 naming Bobby Rodriguez Productions Inc., Seminole Properties Retail, LLC and the Seminole Tribe of Florida as additional insureds. Additional Requirements:**

- (a) The Vendor shall obtain all insurance policies from companies that are licensed by and authorized to do business in the State of Florida.
- (b) The insurance policies shall contain a thirty (30) day cancellation clause requiring written notice thereof to the Company.
- (c) The Vendor shall present, no later than October 1, 2012, a hard copy of all such insurance policies to the Company.

**9. Legal:** The Vendor shall comply with all applicable Federal, State, and local laws and health ordinances. Vendor is responsible for paying the 6% Florida Sales Tax. 6% Florida Sales Tax. Revenue agents will be on site.

**10. Independent Contractor Status:** The Vendor, as an independent contractor, agrees to make all reports and returns for and to pay and arrange for payment of all Social Security and withholding obligations by and for the act and members thereof, due the United States Federal Government and any State or Municipal Government.

**11. Personnel List:** The Vendor will provide the Company with a completed Vendor Pass Application which lists all personnel working the event, no later than October 1, 2012. Individuals not listed on said form will not be given a pass and will not be allowed to enter the premises without a paid ticket. The Company must be notified of any changes in a timely manner.

**12. Food Vendors Only:** The Vendor shall not sell beverages or liquids of any kind without the written consent of the Company. Should Vendor attempt to sell or distribute any item not approved, Vendor will be in violation of this Agreement. No sales or service shall be made from the rear or sides of the booth. Vendor shall not exceed the boundaries of its approved area. Any Vendor requiring more space may do so, upon approval after paying the additional frontage fees. The Vendor will submit, together with this contract, a list of all food items AND corresponding prices (addendum to be approved by the Company). Thus far, approved for sale are the following items:

\_\_\_\_\_

\_\_\_\_\_

**13. Entire Agreement:** This Agreement must be returned to the Company within **21 days** of postmark. This Agreement contains the entire understanding between the parties. No oral agreements or other representation shall be binding on either party. The Vendor may not assign its rights of obligations under this Agreement without the prior written consent of the Company. This Agreement shall be construed and governed in accordance with the laws of the State of Florida and the Seminole Tribe of Florida

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth

**The Company**

**The Vendor**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Credit Card Authorization Form

Bobby Rodriguez Productions, Inc. is hereby authorized to charge my credit card for payment of booth space at the Florida Cajun Zydeco Festival, on Friday, Saturday and Sunday, November 9-11, 2012 at the Seminole Hard Rock Hotel and Casino.

### Credit Card Information

MasterCard       Visa       American Express       Discover

Card Number: \_\_\_\_\_

Expiration: \_\_\_\_\_

Name as it Appears on the Card: \_\_\_\_\_

Name of Vendor/Booth \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount to be charged: \_\_\_\_\_

Signature: \_\_\_\_\_



## Vendor Pass Registration

Booth Name: \_\_\_\_\_

**Dear Vendor:** You are required to complete this form with the information of all employees that will be working for you during the Festival. If an employee's name and information is not listed on this sheet, that employee will not be issued a Pass and will not be admitted without a paid admission ticket – there are **no exceptions**.

**Instructions:** Please complete the form below for each individual that will need a Pass, including managers and booth owners.

**Deadline:** This sheet must be turned in to Administration no later than October 1, 2012.

**Updates:** If you need to make corrections, add or remove names, please submit the corrected form to Administration. It is YOUR responsibility to make sure the correct information is submitted to Administration. Only this form will be accepted; please do not submit emails, faxes, or letters without this form.

**Participants Full Name**

**Date of Birth (Required)**

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**By signing below, I acknowledge that the individuals above are employed by me. They have all read and agreed to abide by all Festival Rules and Regulations. I further acknowledge that I am responsible for their actions and conduct while they are on Festival property and will be held liable for any destruction, damage, etc. thereof.**

**Authorizing Signature (Owner only)**

**Date**

X \_\_\_\_\_

\_\_\_\_\_



## **Florida Cajun Zydeco Rules and Regulations**

**APPLICATION PROCESS:** Any person interested in Booth space at the Festival must complete the Vendor Application and submit the completed Application along with payment in full to the Festival office. Along with this Application, everyone must also submit color photographs of their service(s) and/or item(s) to be sold at the Festival for approval by the producer. Once we receive these materials, you will be notified of Acceptance via telephone or e-mail. After acceptance, we will send you the Vendor Contract, Rules and Regulations and the Vendor Pass Registration; please return the Contract and Pass Registration as soon as possible but in no event later than 21 days of postmark.

**CHECKLIST:** Please make sure you have submitted all Festival materials by their applicable due date: 1) Vendor Space Payment, applicable Security Deposit and Clean-up Fee – Must be paid with your Vendor Application; 2) Vendor Contract; 3) Vendor Pass Registration – Must be completed, signed and returned; 4) Certificate of Liability for \$1,000,000.000 – Must be submitted to Festival Office no later than October 1, 2012.

**CHECK IN:** When you arrive, check in FIRST at the Administration office trailer. You will be given any updated information; you can check in and register for your Vendor Pass. Note: Vendor Passes will only be distributed to individuals 1) listed on the Vendor Pass form signed by the booth owner, and 2) After all of the booth fees have been paid in full.

**VENDOR PASS:** Your Vendor Pass is required for admittance to the site. **DO NOT LOSE YOUR PASS.** A replacement pass is \$20.00, no exceptions. I.D.'s must be carried at all times. **IMPORTANT:** Should we find that a Festival Pass has been issued to someone that is not actually working, a fine of \$100.00 will be charged to the booth owner or authorizing manager; A charge of \$100.00 will be issued for the Pass, no exceptions!

**SPACE ASSIGNMENTS:** Space assignments are at the sole discretion of the Producer. Spaces will be set up on the festival grounds with instruction by a Festival employee after check-in. Electricity will only be available if you selected “Electric” on your Vendor Application and paid for this service. If you have a question or concern with your space assignment after check-in, please ask to speak with the Festival producer.

**IDENTIFYING SECURITY:** All of our Security Staff carry Passes. Please cooperate with these staff members!

**PETS:** We apologize but we do not allow pets on site.

**SMOKING:** Smoking on site during festival days must never be done in the view of attendees. Keep it out of sight and do not leave your butts behind. **No exceptions!** You will be fined \$50 for non-compliance.



**ALCOHOL/ILLEGAL SUBSTANCES:** We have a **no tolerance policy**. Anyone creating such a disturbance will become a guest of the Broward County Sheriffs' Department.

**PROFANITY:** This is a family-oriented show. The use of profanity is strictly prohibited.

**PATRONS:** This is a family show. PLEASE do not insult our patrons. If there is a problem with a patron, quietly report it to a security staff member or the closest staff member with a radio. Please be considerate of other participants. Do not interrupt stage shows, musical presentations or bits.

**HOURS OF OPERATION:** All booths must be open continuously Friday, November 9, 2012 from 5:00 p.m. to 12:00 a.m., Saturday, November 10, 2012 from 12:00 p.m. to 12:00 a.m., and Sunday, November 11, 2012 from 11:00 a.m. to 7:00 p.m. Note: No one is allowed on the Festival site after closing without a valid Administrative Festival Pass.

**WEATHER:** We are a RAIN or SHINE Festival. If the weather is severe enough that the Festival needs to close, the official decision will come ONLY from Festival management. **Do not close your booth without prior notice from the Producer!** Due to seasonal weather, all tents must be staked down. **Please be prepared to protect your product in case of inclement weather**

**LOST AND FOUND:** Found items should be taken to the Administration office trailer, the closest souvenir booth, or given to security personnel.

**LOST CHILDREN:** Should be taken directly to the nearest security staff member. You may also contact personnel with a radio.

**CONTACT INFORMATION**

<u>Our Business Address is:</u> Bobby Rodriguez Productions, Inc. D/B/A Florida Cajun Zydeco Festival 800 NW 57th Place Ft. Lauderdale, FL 33309-2826	<u>Physical Address for Festival:</u> Florida Cajun Zydeco Festival Seminole Hard Rock Hotel & Casino 1 Seminole Way Hollywood, FL 33314
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\*The following individuals are the Viva Broward Department Heads.

Executive Producer	Bobby Rodriguez
Finance and H.R. Director	Jackie Rodriguez
Craft Coordinator	Jackie Love
Sound Director	Andres Rodriguez
<u>Office Telephone:</u> (954) 771-7117	<u>Office Facsimile:</u> (954) 771-7045