

Senior Expo Exhibitor Application

Lake Eva Event Center | Friday, November 5th, 2021 | 9:00 AM – 1:00 PM

Haines City Parks & Recreation Department

Phone: (863) 421-3700 | Fax: (863) 421-3701

Deadline to apply: October 29th at 5:00 PM or until full.

To be included in the program, deadline is October 8th at 5:00 PM.

Name of Business:

Type of Exhibitor:

Business Phone Number:

Point of Contact Name:

Mailing Address:

City, State, Zip:

Point of Contact Name:

Phone Number:

Email:

Fax Number:

Website URL / Social Media Handle:

Items to be distributed, advertised, or sold at your booth:

Vendor Space: 10'x10': \$50.00 + tax = \$53.50

Non-Profit Vendor (Must register in person, and provide current 501C-3): \$25.00 (tax-exempt)

(Optional) Corner Booth (limited availability): \$15.00 + tax (unless Non-Profit Vendor) = \$16.05

(Optional) Program Ad: 1/4 Page: \$20 + tax = \$21.40 1/2 Page: \$35 + tax = \$37.45 Full Page: \$50 + tax = \$53.50

(Optional) Ad Displayed on Scrolling Screen (10'x10' for \$15):

TOTAL AMOUNT DUE:

FOOD EXHIBITORS: A Food exhibitor is defined as the sale or distribution of food or drinks for immediate consumption.

- Each food exhibitor must have the appropriate food license and permit required by the State of Florida posted in a visible area in their booth. Food must be kept at proper temperatures and protected from exposure to the customers.
- Any exhibitor serving or distributing alcohol must provide a valid caterer's alcohol license issued by the State of Florida, and obtain approval from the Event Organizer.
- An Insurance Certificate will be required for participation. **Please see page 3-4 for requirements.**

NOTE FOR ALL EXHIBITORS:

- **Every exhibitor is required to provide a raffle item that values a minimum of \$50. This could be a gift certificate to use at your business, basket of goodies, etc. Be creative! All prizes will be collected when you arrive for set up on November 5th.**
- Each exhibitor business name and contact information will be listed in the program. Selecting a larger ad space (1/4 page, 1/2 page or full page) for an additional fee is optional. To be included in the program all information, artwork, and logos must be submitted to the event organizer NO LATER than October 8th at 5:00 PM.
- If you are requesting power, please be sure to communicate that to the Event Organizer at the time of registration. Power will be distributed based upon a first come first serve basis, as it is very limited. Any lights being plugged in must be LED to ensure power efficiency. **Any exhibitor needing power must bring their own 50ft extension cord with multiple outlets.**
- After your application has been reviewed, a confirmation will come via email or phone. Be sure to include your email address above. If your application is denied, your payment will be returned to you via mail. For mailed confirmation, please include a self-addressed stamped envelope with your application.
- Acceptable payment: Cash, Check, Certified Money Order. **Please do not mail cash.**

Space will not be allocated until all of the above documentation is on file with the Haines City Parks & Recreation Department & fees are paid. Mail completed application, insurance certificate, and payment payable to:

City of Haines City – Attn: Senior Expo | 555 Ledwith Ave. | Haines City, FL 33844

All Fees Are Non-Refundable No Carryovers

Exhibitor Agreement

RULES & REGULATIONS:

- Set up begins **November 5th at 7:00 AM** and all exhibitors must be ready for opening no later than **8:30 AM**.
- Upon approval, Haines City Parks & Recreation Staff will provide exhibitors with a designated space. The location shall be at the sole discretion of said Staff and all exhibitors will have assigned spaces. Staff will be on site to direct exhibitors upon arrival.
- Due to limited space, the City will limit the amount of exhibitors that are promoting the same products/services. This is a first come, first serve basis. Exhibitor services must be relevant to the event.
- Booth entry includes assigned space, one 6 foot table, and two chairs. You will be responsible for providing your own linens and any other material or supplies for your display.
- All exhibitors and their employees must keep their activities in their own designated space. Handouts (including any literature, souvenir items and promotional materials) may be distributed only from your space – not from the aisle. You may not walk around to pass out your promotional materials. Exhibitors are prohibited from shouting their products in an attempt to gain customers.
- Exhibitors are allowed to promote their business only. Exhibitor space may not be shared for any reason. Items from any other business being displayed or distributed from an exhibitor at the show will not be allowed.
- The events sponsored by the Haines City Parks & Recreation Department are family-oriented. Exhibitors are prohibited from selling items that are vulgar or offensive or that go against *family values*.
- Any damages to the venue that is specific to an exhibitor, are at the expense of the exhibitor.
- The City of Haines City, the Staff and/or volunteers will not be liable for theft, loss or damages occasioned from acts over which the City has no control. The City of Haines City, the Staff and/or volunteers will not be liable for injury or damage to any person or to any property while on the premises of the Event Center from any case whatsoever during the event, including set up and breakdown.
- The City of Haines City assumes no responsibility for personal property, such as decorations, flowers, shrubs, etc. used or left on the premises by persons utilizing the facility. Such properties will be removed no later than the expiration time of the event, and the City of Haines City, its officers and employees will not be held liable for any such properties remaining on the premises after the appointed time.
- All candles must have globes around them. Nothing shall be attached to the walls, ceiling, or lighting fixtures, in the hall, kitchen, or outside of the building.
- Tables should be covered with linens when serving food or beverages.
- To prevent excessive noise, personal speakers and music will not be permitted at the event, unless approved by the Event Organizer. Scheduled music and announcements will already take place.
- Exhibitors are not permitted to tear down prior to the end of the event. Booths must remain set up with display and marketing material until after the close of the scheduled event time.
- Exhibitors must keep their designated area clean and provide garbage bags for exhibiting materials (i.e. boxes, containers, large bags, etc.). At the close of the event, all garbage must be bagged and neatly left at your space. Staff will come around and collect the bags after the event has ended. Anything left behind will be disposed of.

Haines City Parks & Recreation Department reserves the right to reject any business without reason.

The undersigned agrees that (s)he has read and understand the rules and regulations of the event and will be able to comply with all of the rules and regulations described. The undersigned understands noncompliance will result in removal of the activity from the area. The undersigned also agrees to indemnify and hold harmless the City of Haines City, the Parks and Recreation Department, staff and/or volunteers and the building owners and tenants of any/all liabilities.

(Please Initial)

Print Name:

Signature:

Date:

FOR OFFICE USE ONLY

Date Received:

Payment Amount:

Payment Method:

Date in System:

Date Confirmation Email Sent:

Date Denied & Returned:

Insurance:

Power Needed: Yes No Amount of Power:

Staff:

INSURANCE REQUIREMENTS FOR FOOD VENDORS (PAGES 3-4)

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Projects over \$10,000,000, contractor shall maintain \$3,000,000 general liability coverage for each occurrence.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Haines City
 620 E. Main St.
 Haines City, FL 33844

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

Professional Liability and/or Errors and Omissions (only if any architecture, engineering or design services are included in the agreement)

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City. The City of Haines City is not added as additionally insured in reference to Professional Liability.

This policy shall insure the interests of the owner (City), contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

I, _____, received, read and understand the City of Haines City Insurance requirements. I agree to provide the requested documents that pertain to the event.

(Please print)

Applicant's Signature:

Date: