



## 2019 Sunset Saturday Night Food Vendor Agreement

Concert Date: \_\_\_\_\_ Concert Time: \_\_\_\_\_

Booth Fee: \$100.00

Return Signed Application with attachments to:

Oceanside Business Association  
Sunset Saturday Night Chair  
PO Box 643745  
Vero Beach, FL 32964

Contact Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Primary email: \_\_\_\_\_

Description of Menu: (attach details) \_\_\_\_\_

- Tents or Food Trucks are required. Spaces can fit 10X10 tents well. Please note additional space or electric needs here: \_\_\_\_\_
- **NO LOUD GENERATORS**
- No Alcoholic/Soft Drinks/Water are allowed to be sold at any of the Vendor Booths without express permission of the Event Chair
- You will receive an email after the application is received and approved
- Payment by check is required at event set-up
- Food Booths must be set up 30 minutes before concert start and must remain open until the event concludes. If you must leave earlier, please note that on this form
- Any vendor who arrives less than 45 minutes before concert start time will not be permitted to drive through event set up

### Event Terms and Conditions

By entering into this agreement and submitting it to the Event Chair, each vendor agrees:

- To waive any and all liability against The Oceanside Business Association and the Sunset Saturday Night Concerts of Vero Beach
- Each vendor also acknowledges that you have read and understand all OBA event rules and guidelines, and you agree to abide by those guidelines
- Each vendor acknowledges that they have all required regulatory permits, licenses, etc. to be in compliance with all rules and regulations of governing bodies that may apply



## Indemnification and Hold-Harmless Agreement

In consideration of the above and other good and valuable consideration, in receipt of and all Market Rules is acknowledged by (Vendor) \_\_\_\_\_, in the City of \_\_\_\_\_ and the County of \_\_\_\_\_, in the State of Florida, agrees to indemnify and hold-harmless the Oceanside Business Association, Inc. of P.O. Box 643745, City of Vero Beach, County of Indian River, State of Florida, and its officers, directors, employees, and agents from and against any and all liability or loss, any claims of negligence, any injury or damages suffered, or from any judgements or awards, arising from Vendor's operations at the Sunset Saturday Night event. The event is located fronting along Ocean Drive and Humiston Park in Vero Beach, and is conducted by the Oceanside Business Association, Inc.

Furthermore, this agreement is not to be construed as a granting of any rights, and Vendor has no right to its space or its relationship with OBA. Vendor is a business licensee of OBA. Vendor's space and relationship is at the convenience of the OBA, and vendor agrees and understands that OBA can dismiss the vendor at any time with or without cause. OBA reserves the right to ask that unsuitable or unapproved products/menu items be removed from sale.

Occasionally we may use photographs from the market for promotional use. Do you agree to allow the use of any photographs taken of you, your employees and/or your booth? \_\_\_\_\_

Vendor understands that OBA cannot be held liable for any disagreements, interruption(s) of business, or any other violation of this agreement as the space offered by OBA is in the form of a license, not a lease. Vendor waives and releases OBA from any tort, or any other civil liability connected with this agreement, or any operation of vendor's business with the OBA.

Made and executed on \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) at Vero Beach, Florida

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

Name of Insurance Agent: \_\_\_\_\_



Indian River County Fire Rescue  
Fire Prevention Bureau  
1801 27<sup>th</sup> Street Building A  
Vero Beach, FL 32960  
(772) 226-1880  
(772) 226-1342 fax  
fireprevention@ircgov.com

SPECIAL EVENT NAME: \_\_\_\_\_ VENDOR NAME: \_\_\_\_\_

DATE(S) OF EVENT: \_\_\_\_\_ VENDOR CONTACT: \_\_\_\_\_

EVENT COORDINATOR: \_\_\_\_\_

**General: Please read carefully, check/click each section box and sign at the bottom.**  
**The vendor shall be responsible for the following items:**

☐ **TENTS:** All tents shall have some type of **Flame Retardant or Resistant Certificate (TAG or PAPERWORK)** on-site and/or submitted with this checklist. Shade canopy's 10x10 or smaller without sides and not used for selling, cooking or housing any type of heat producing or electrical (AC) devices can be used upon approval.

☐ **COOKING TENTS:** Tents are allowed to have cooking **(APPROVED APPLIANCES)** at the outer edges of the tent. LP gas tanks must be secured in place (max cap 20lbs.) Fire Extinguisher must be readily available. Any LP tanks larger than 20 lbs. shall be secured 10 ft. from tents with gas lines secured. All cooking vendors shall have a 10ft. separation from all other tents and/or vendors. **NO DEEP FRYING UNDER TENTS.**

☐ **FIRE EXTINGUISHERS:** minimum one 5 lb ABC (2A10B C) currently tagged/inspected or within one year of manufacturing date is required for each vendor. Fire Extinguishers shall be visible and readily available. **Class K-Type** extinguishers are required for vendors that are frying.

☐ **NO SMOKING:** Signs required inside large tents (20x20). No Smoking permitted in any tent.

☐ **SEATING:** Seating and chair arrangements shall be approved by the Bureau prior and have a minimum of 3ft. wide walkways to all exits in the tent. Note: Tents with an occupant load of over 49 require a minimum of 2 exits.

☐ **LARGE TENTS:** For tents 20x20 or larger and enclosures are used, exits shall have exit signage. If tent is used at night, exit signs will have attached emergency lighting and be AC and DC powered.

☐ **OPEN FLAMES:** Any unauthorized open flames, fireworks or fuel-fired lighting or devices are prohibited in any tent or similar enclosure.

☐ **STORAGE:** Use or handling of flammable liquids or gases shall be prohibited at the site unless specifically approved and inspected by this Bureau.

☐ **FLOOR/DECOR:** No hay, straw, shavings or similar materials shall be permitted to be used within any structure, tent or canopy. Exceptions: Pre-approved flame retardant treated materials or livestock bedding/fodder.

☐ **GENERATORS:** Generators shall be on level ground, secured, and safely arranged and isolated from the occupants/general public. Exhaust shall be directed away from combustible material(s), people and/or animals. Spare fuel shall be stored in an approved container at a safe distance from generator.  
**NO HOT FUELING.**

☐ **ELECTRIC:** wiring and lighting shall be free of damage. All electrical equipment shall be isolated from the occupants/general public in a safe manner. All electrical connections and devices shall be in approved enclosures.

☐ **COOKING:** All food cooking concession trucks, trailers and structures of rigid construction must have a currently tagged commercial ventilation, and extinguishment/suppression systems per NFPA 96 requirements.

*Code References: Florida Fire Prevention Code (FFPC), NFPA 1, NFPA 96, NFPA 70, NFPA 101, & NFPA 102.*

***I have read, understood, and will comply with all items listed above.***

X \_\_\_\_\_

**VENDOR SIGNATURE**

**Any vendor(s) found not complying with the any of the checklist items shall not be allowed to open and/or operate until compliance is made.**

INFORMATION HERE →  
FOR OFFICIAL USE ONLY

Permit# \_\_\_\_\_

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