**Sunset Saturday Night 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 or Product: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 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
* Booths must be set up 30 minutes before concert start and must remain open until the event concludes.
* 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_