



The Estero-Gulf Coast Kiwanis Club

Taste of Estero – Sunday April 25, 2010

Email: admin@tasteofestero.com Website: www.tasteofestero.com

Taste of Estero

NON FOOD VENDORS – RULES & REGULATIONS & APPLICATION

The 3rd Annual Taste of Estero will be held on Sunday April 25, 2010 at the Estero Community Park in Estero Florida. The event will be open to the public from 11:00am until 5:00pm. For the following rules and regulations the term 'Presenter' refers to Estero-Gulf Coast Kiwanis and the term 'Participant' refers to a restaurant or vendor who has made application for space at the 2009 Taste of Estero by executing an Application or Sponsorship Agreement Form. The term 'Event' refers to the 2010 Taste of Estero.

1. ASSIGNMENT OF SPACE

Participant space is restricted to one participant per space and the participant may not assign its space or allow any other person, firm, or organization to use any part of such space, for any reason, without express written permission of the Presenter

2. CANCELLATION

No refunds will be issued for any reason. Neither the Presenter, nor any officers, directors, employees, or agents shall have any liability to the Participant by such cancellation or failure to hold the Taste of Estero.

3. SETUP

Participant setup time is from 7:00am until 10:00am on the day of Event. All Participants vehicles must be removed from Estero Community Park by 10:00am. Vehicle access to tents will not be available. **Non Food Vendors will need to provide their own power supply (if needed).** Generators will be available for an additional fee and with advance notification.

4. DURATION

All tents must be staffed from 10:30am until 5:00pm

5. BREAK-DOWN

All materials must be removed by 6:00pm. Any materials left in your tent will be thrown away when the Presenter takes down the tents.

6. TENTS

Non Food Vendors will be assigned a space and will provide their own tent not to exceed 10' x 10' in size.

7. CODE COMPLIANCE

Participant is required to adhere to all local, state, and federal rules and regulations applicable to its business and the 2010 Taste of Estero event.

8. INSURANCE REQUIREMENTS

Participant must assume responsibility for and agree to indemnify and hold Presenter and its respective officers, employees, directors, and agents harmless from any and all liability or expense, including government charges or fines and attorney's fees, in connection with any and all claims, demands, and causes of action, created by, arising out of, or resulting from Participant installation, removal, and maintenance of space and supplies; Any goods, products, samples, or souvenirs; Participants activities at the Event and occupancy or use of the facility or any part thereof. By executing the Non Vendor Application or Sponsorship Agreement Form and this document, Participants warrants that it shall maintain in full force and effect through the dates of the Event comprehensive general liability insurance, with coverage including personal injury, broad form property damage, contractual liability, operations hazard and products liability, in limits of not less than \$1,000,000.00, which insurance specifically covers all Participant activities on or off-site of the facility and related to the Event. Participant must deliver a certificate of insurance to Presenter naming the Presenter and Lee County as additional insured to complete their application. The certificate of insurance is due no later than April 15, 2010.

9. MENU SELECTIONS

All beverages will be sold by the Presenter. Sponsors and Participants are not permitted to provide any beverages including beverage sampling to Taste of Estero attendees. The Presenter reserves sole right to sell/distribute any and all beverages.

10. CLEAN-UP ISSUES

Any Participant that fails to clean-up their individual booth or abide with the Rules and Regulations stated herein, will forfeit the opportunity to participate in next year's event. Participant shall be fully and solely liable for the cost





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incurred in any such clean-up or repairs. In cases where clean-up and/or damage repair is required, the cost incurred will be deducted from the Participants share of the net proceeds before the Participants final check can be issued, however, Participant shall pay any balance still remaining due for such clean-up or repair costs within ten (10) days of the Event. Participant will not be allowed to dump grease or any other debris on any street, curbside, or retention pond at any time.

****Participant hereby acknowledges it has read, fully understands, and agrees to abide by all rules and regulations for the 2010 Taste of Estero, presented by Estero-Gulf Coast Kiwanis.***

Signature of Authorized Participant Agent: _____ Date: _____

Signature of Authorized Agent for Presenter: _____ Date: _____

Mail Application to: _____ Estero-Gulf Coast Kiwanis, PO Box 930, Estero, FL 33929





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Application for the 3rd Annual Taste of Estero

NON FOOD VENDORS

Name of Organization _____

Address _____

Contact Name _____

Phone Ofc) _____ Cell) _____ Fax) _____

Email Address _____

Website Address _____

Occupational License # _____

Fees: Single Space: \$250.00 (10 x 10 tented area, participant to provide their own tent, chair(s) and table)

 Double Space: \$400.00 (20 x 10 tented area, participant to provide their own tent, chair(s) and table)

Please include a check for the full amount with your completed application.

Make checks payable to: Estero-Gulf Coast Kiwanis Club

I have read and agree to comply with the Estero-Gulf Coast Kiwanis Club and the Health Department rules and regulations. I understand that I will be liable for any cost incurred by the Estero-Gulf Kiwanis Club for any failure to comply with these requirements. I understand that all pre-paid fees are non-refundable. Estero-Gulf Coast Kiwanis Club reserves the right to unconditionally limit and the number and type of Non-Food Vendors. I understand that the Taste of Estero is an event that uses tickets for all purchases and that any participant that accepts cash will be asked to leave immediately.

Signature _____ Date _____ Check # _____

Estero-Gulf Coast Kiwanis Club Representative: _____

Mail Application to: _____ Estero-Gulf Coast Kiwanis, PO Box 930, Estero, FL 33929

