

NON-FOOD VENDOR RESERVATION



EVENT NAME: Cape Coral New Year's Eve Celebration

Sunday, December 31, 2023

Return all paperwork and applicable fees:

Allison Burris | aburris@capecoral.gov | 239-573-3122

City of Cape Coral PO Box 150027, Cape Coral, FL 33915

Location: SE 47 Terrace Cape Coral, FL 33904

Event hours: 6:00 pm – midnight

Vendor Check-in: 2:00 pm – 4:00 pm

Vendor Check-in Address: 919 SE 47th Terr., Cape Coral, FL 33904

Set-up hours: 2:00 pm – 5:00 pm

Tear down hours: Midnight -1:00 am

Estimated attendance: 3,000

NON-FOOD VENDOR INFORMATION

Contact Name: _____

NON-FOOD VENDOR name: _____

Mailing address: _____

Phone number: _____

Email: _____

Website: _____

Description: _____

Footage Amount: _____ Total Due: _____

Fee Structure for 2024 event (Electric is included):

\$50 – 10x10 Non-profit only

\$ 100 - 10x10

\$200 – 10x20

\$300 - \$10x30

NON-FOOD VENDOR RESERVATION

The NON-FOOD VENDOR agrees to all the following terms, conditions and rules.

1. **RIGHT TO SELL:** NON-FOOD VENDOR shall have the right to sell the items set forth on the original application. Said sales are to occur only within the area designated by the EVENT for the NON-FOOD VENDOR. The EVENT has a zero-tolerance policy for the sale/raffle/display of merchandise that displays and/or promotes any of the following: profanity/political parties/gang colors/symbols, drugs, drug paraphernalia, weapons, guns and illegal activities. EVENT STAFF must approve, in advance, any promotional/raffle items given away at the event. The EVENT STAFF does not guarantee the exclusivity of products sold. Any NON-FOOD VENDOR found to be in violation of these policies is subject to expulsion from the event without any refund. Enforcement of this is at sole discretion of EVENT STAFF.
2. **BEVERAGES:** NON-FOOD VENDOR shall not sell, distribute, or in any way disseminate non-alcoholic or alcoholic beverages. Promotional WATER given away at the event is permitted.
3. **SPACE RENTAL FEE:** NON-FOOD VENDOR agrees to rent a booth space during the 2023 Cape Coral New Year's Eve Celebration EVENT to be held on 12/31/23. All fees are due and payable with the submittal of this agreement NO LATER THAN ONE WEEK PRIOR TO EACH EVENT. No subletting of booth space is permitted.
4. **HOURS OF OPERATION:** NON-FOOD VENDOR booths must remain fully staffed and open between the hours of 2:00 p.m. and 12:00 a.m. on event day of 12/31/23, regardless of weather conditions. Closing early or opening late for any reason may preclude NON-FOOD VENDOR from participating in future events. NON-FOOD VENDOR understands that the EVENT will be held rain or shine, and no refunds shall be given.
5. **BOOTH SIZE:** Booth size will be designated by blue markings for all NON-FOOD VENDORS. Any VENDOR whose setup extends beyond their allocated amount of footage will be charged an additional \$50.00 per foot. No sales or service shall be made from the sides or rear of the allotted space or spaces, unless vendor has paid for an additional space. NON-FOOD VENDOR understands that the EVENT STAFF, at its sole discretion, will assign space.
6. **INCLEMENT WEATHER:** NON-FOOD VENDORS that supply their own tents, canopies, etc., shall be responsible to adequately anchor all equipment to withstand the elements of weather. Vendors are responsible for bringing their own anchoring devices (weights, sandbags and/or water barrels). VENDORS WILL NOT be allowed to use stakes for securing tents, canopies, etc. on roadways, per the regulations of The City of Cape Coral Parks and Recreation. Many events are scheduled to be open as a rain or shine event, unless lightning is spotted in which outdoor activities will be suspended for 30 minutes from the time of the last strike. No refunds will be issued for inclement weather.
7. **LOAD-IN/SET-UP:** Load-in times vary based on booth location, and begin on 12/31/23 from 2:00 p.m. and continue until 4:00 p.m. Set-up must be done between the hours of 2:00 p.m. - 5:00 p.m. on 12/31/23. All booths set up must be completed by 5:00 p.m. on the day of the EVENT. VENDOR VEHICLES ARE STRICTLY PROHIBITED OUTSIDE OF THE ALLOTTED HOURS OF 2:00 PM – 5:00 PM.
8. **LOAD OUT:** All NON-FOOD VENDORS materials and GARBAGE must be removed from event site by 1:30 a.m. on the event date. Once the Cape Coral Police Officers working the event advise the EVENT STAFF that it is safe for vendors to re-enter the venue with their vehicles in order to tear down and depart for the night, we will advise you via loudspeaker and by word of mouth. The estimated timeframe for this should be between 12:30 a.m. - 12:45 a.m.
9. **SIGNAGE:** All NON-FOOD VENDOR signs and banners must be contained within the assigned booth space. Each NON-FOOD VENDOR is responsible for supplying their own signage for their booth.
10. **CONDUCT:** NON-FOOD VENDORS may not consume alcoholic beverages within any assigned booth EVENT space. VENDORS must always be suitably attired. Behavior unsuitable for the EVENT, or which constitutes a public nuisance, will not be permitted. All booths, carts and trucks must be designed, constructed and

NON-FOOD VENDOR RESERVATION

operated in good taste and in the best interest of the event and the public. The City of Cape Coral Special Events reserves the right to prohibit or restrict NON-FOOD VENDOR determined to be objectionable due to noise, method of operation, materials, or any other reason. The EVENT STAFF, at its sole discretion, shall make the final determination of whether an act is unsuitable for the EVENT. If the City of Cape Coral Special Events restricts or prohibits Vendor, no refund of Vendor Fee or other expenses will be issued.

11. **STORAGE:** All NON-FOOD VENDOR'S property shall be kept within the assigned booth space. Storage of supplies, equipment or inventory outside the booth space will not be allowed. Failure to comply may result in a fine of \$25.00.
12. **ELECTRICAL SERVICE:** NON-FOOD VENDOR agrees to utilize electric, if necessary, from the EVENT. Generators, trailers, vans, or other such mechanical devices are allowed IF approved by the EVENT STAFF and designated in writing as part of this Agreement. It is the NON-FOOD VENDOR'S responsibility to supply all cables and extension cords.
13. **CANCELLATION:** NON-FOOD VENDOR understands that if the VENDOR cancels this Reservation Agreement, or fails to provide the required documentation, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages. No refunds will be issued.
14. **RESERVATION DEADLINES:** This Reservation shall be signed by the NON-FOOD VENDOR and returned to the EVENT STAFF one week prior to the event date. A late fee of \$25.00 will be assessed if application is submitted after the reservation deadline. This Agreement shall become effective when received by the EVENT.
15. **HOLD HARMLESS:** In participation of this event, I hereby, for myself, my heirs, executors and assigns, do waive, release, and hold the City of Cape Coral harmless from all claims or causes of action for damages or personal injury suffered by me while participation in this event. Whether known or unknown, and I understand that I am assuming the risk for any damages or injury to my property or person which I may sustain while participating in this event. If I should suffer any injury or illness, I authorize the employees of the Cape Coral Parks and Recreation Department to use discretion to have me transported to a medical facility and I take full responsibility for such action. I hereby authorize the use of any photographs, video picture or other material related to the event for publicity, promotion, or news purpose.

NON-FOOD VENDOR RESERVATION

NON-FOOD VENDOR Checklist to accompany the application:

____ Completed Application & Signed Agreement

____ Description of what is being sold/advertised

____ Product Images or website links

Payment is made after the NON-FOOD VENDOR reservation is submitted and approved by event staff.

By signing this Reservation, NON-FOOD VENDOR acknowledges that:

1. NON-FOOD VENDOR has had the opportunity to review this Reservation.
2. NON-FOOD VENDOR fully understands the terms and conditions set forth herein and agrees to be bound by the same.

Signed this _____ day of _____, 20____ for NON-FOOD VENDOR

Print Name

NON-FOOD VENDOR Company

Authorized NON-FOOD VENDOR Signature