



Swamp Cabbage Vendor Application

Regular Deadline: December 15, 2017

**Send Check(s) / Money orders: Swamp Cabbage Festival
P.O. Box 2081
LaBelle, FL 33975**

Vendor (Company / Organization) Name: _____

Contact Name: _____

Mailing Address: _____ City _____ State _____ Zip _____

Phone Number(s): CELL _____ LAND _____

Email Address: _____

Do you need Electricity? **YES** **NO**

Do you need water? **YES** **NO**

What type of product do you sell
(List main items)

20 AMP Available / If more is needed it will be addressed on an individual case basis. Silent Generators Can be used but must be noted on your application.

SELECT DESIRED SIZE OF SPACE (Tents Covers Only - No Blue Tarps Allowed for Covers)

Single space 12' wide x 10' deep, Double is 24' wide x 10' deep. Proof of residency and non-profit status required. Sales tax is included in all booth prices except the Non-Profit. Certificate of Liability Insurance required.

SELECT VENDOR TYPE (PROOF OF RESIDENCY AND NON-PROFIT STATUS REQUIRED)

	Non-Profit	Hendry Resident	Out of County
<input type="checkbox"/> Single	<input type="checkbox"/> \$180.00	<input type="checkbox"/> \$225.00	<input type="checkbox"/> \$250.00
<input type="checkbox"/> Single w/Electric or Water	<input type="checkbox"/> \$195.00	<input type="checkbox"/> \$250.00	<input type="checkbox"/> \$275.00
<input type="checkbox"/> Single w/Electric & Water	<input type="checkbox"/> \$200.00	<input type="checkbox"/> \$275.00	<input type="checkbox"/> \$300.00
<input type="checkbox"/> Double	<input type="checkbox"/> \$320.00	<input type="checkbox"/> \$375.00	<input type="checkbox"/> \$400.00
<input type="checkbox"/> Double w/Electric or Water	<input type="checkbox"/> \$350.00	<input type="checkbox"/> \$400.00	<input type="checkbox"/> \$425.00
<input type="checkbox"/> Double w/Electric & Water	<input type="checkbox"/> \$410.00	<input type="checkbox"/> \$425.00	<input type="checkbox"/> \$450.00

AS OF 2015 THE LABELLE FIRE DEPARTMENT WILL REQUIRE THAT ALL FOOD VENDORS COOKING MUST HAVE A CERTIFIED FIRE EXTINGUISHER ON SITE AT ALL TIMES.

Trailer/Mobile food units enter size _____ x _____ of total area when set up. Price may be adjusted for oversized units.

Were you a vendor last year?? **YES** **NO**

Additional Fees; may apply for electric supplies and lines;*

Amount enclosed with application \$ _____

We (I) as a legal representative of my business or organization have read the rules contained in the application brochure. We (I) understand the rules and will communicate these rules to our employees, volunteers or members that will be working in the park during the festival. We will cooperate with the Swamp Cabbage Festival Committee and abide by the rules set forth in the brochure or any changes of which we have been notified at time of check-in. We (I) understand that vending space is a privilege that may be revoked for any violation of the rules or lack of cooperation with the Festival Committee or its representatives. Deposits and monies paid are forfeited if we(I) violate rules and are asked to leave. In accepting vending space(s) (booths) you are agreeing to the rules regardless of any signature. If we(I) are not accepted as a vendor my monies will be refunded. Rules and prices are subject to change without notice, however vendor will receive most recent version of rules at check in.

Sign _____ **Date** _____

No RV Hook Ups At the Festival Area

2017-18 SWAMP CABBAGE FESTIVAL RULES AND REGULATIONS

FAILURE TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS MAY RESULT IN REMOVAL OF ANY EXHIBIT, SHOW OR CONCESSION FROM THE FESTIVAL GROUNDS, AND/OR RESULT IN DENIAL OF FUTURE SPACE.

Application Deadlines. Previous year vendors that have confirmed their acceptance in the upcoming festival by paying a non-refundable deposit must pay balance in full by December 15. No exceptions, no refunds.

Prior year vendors that did not make a deposit, must have entire amount of booth cost paid by December 15.

NEW VENDOR. After December 15 all vendors will be considered new vendors and will be processed along with new vendors on a first come first serve case by case basis. Full payment for booths must be received with application. Full payment will not constitute acceptance as a vendor. You will receive confirmation.

Cooperation. LaBelle is known for its friendliness. Swamp Cabbage Festival began as a hometown festival that grew to host extended family and visitors from all over. We appreciate and expect the same spirit of cooperation in return. Any vendor that does not cooperate or follow our rules will have to leave and may not be allowed in future festivals. In accepting a vending space, you are agreeing to obey the rules or vacate when asked to do so without refund.

Limitations on products sold. Accepting a vending space allows you a permit to sale specific items, food or drink. To maintain a quality well rounded festival we reserve the right to limit, restrict or forbid the sale of items.

Food and Beverage Items are exclusively licensed to each vendor on an annual/invitational basis. The only food or beverage items that may be duplicated are Swamp Cabbage cooked or served in any form, tea, coffee and water. We encourage vendors to serve swamp cabbage and be creative.

This is a wholesome family event, any novelty item(s) (i.e. pictures, posters, magnets, t-shirts, children's toys that have projectiles, etc) that the Committee's authorized agent considers a nuisance, vulgar or simply not "g" rated will NOT be sold.

Set up. Vendors may set-up anytime on Friday up to 9 pm or between 6:00 am to 9 am on Saturday morning. By 9:00 am all vehicles must leave the park. Park hours are: 9:00 am to 6:00 pm Saturday and 10:30 am to 4 pm on Sunday. If you close your booth early, you may not bring a vehicle in the park until after the park closes.

NEW RULE: The Festival Committee determines licensee/vendor location, any licensee/vendor not satisfied with location may leave with no refund, cussing not tolerated, no whine zone. Licensees/vendor are notified in advance with location map. Vendors must bring hand truck and sandbags to set up tents. Not all locations are accessible by vehicle there are areas where you cannot use stakes.

1. All parties to this agreement shall comply with all laws and pertinent rules of the state of Florida, all pertinent ordinances of the County of Hendry and the City of LaBelle, as well as the Rules and Regulations governing the Swamp Cabbage Festival, Inc. Such laws, ordinances, rules and regulations are expressly made a part of this agreement.

2. EXHIBITS AND CONCESSIONS MUST BE IN PLACE AND READY FOR SHOWING NOT LATER THAN 9:00 A.M. ON THE FIRST DAY OF THE FESTIVAL. SPACE(S) NOT READY BY 9:00 A.M. THE FIRST DAY OF THE FESTIVAL REVERTS BACK TO THE LICENSOR, TOGETHER WITH ALL MONIES PAID BY LICENSEE.

3. RESERVED

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4. All contract fees must be paid by the date(s) shown on the Park Vendor Application. Failure to do so could result in cancellation of the contract and no refund of monies paid will be made. It is agreed if such action is taken, Licensee waives all claims of whatsoever nature against the Licensor, its Officers, Employees or Agents.
 5. Deposit(s) will be returned if Licensee cancels within sixty (60) days prior to Opening Day of the Festival (The day of the Parade).
 6. Licensor reserves the right to remove from the Park and adjacent areas any exhibit, show or concession, or any part thereof which Licensor deems objectionable and no refund of monies paid will be made. It is agreed if such action is taken, Licensee waives all claims of whatsoever nature against the Licensor, its Officers, Employees or Agents.
 7. Any authorized representative of Licensor shall have access to said premises at all times.
 8. Reserved
 9. LICENSOR RESERVES THE RIGHT TO REMOVE, OR DEMAND REMOVAL, OF ANY ITEM(S) NOT APPROVED AND LISTED ON CONTRACT.
 10. Alcoholic beverages are not permitted in the Park or public areas, as per City ordinance against open carry of alcoholic beverages.
 11. Animals, reptiles, etc. are not permitted in the Park on leash or otherwise. The only exception being police dogs on duty, service animals with certificates, and animals in scheduled acts, shows or contests. Animals in scheduled acts, shows or contests must be removed from the grounds immediately following their performance.
 12. Deliveries to Licensee must be made prior to 9:00 a.m. Saturday morning and 10:00 a.m. on Sunday. Deliveries after those times must be hand-carted or hand-carried to Licensee.
- MOVING VEHICLES OF ANY TYPE ARE NOT ALLOWED ON THE PARK BETWEEN 9:30 A.M. AND 6:00 P.M. ON SATURDAY and 10:00 A.M. AND 4:00 PM SUNDAY. Except by Emergency service personnel (Police, fire, EMS), Swamp Cabbage Officials and its designees.
13. Licensee may not engage in activities or demonstrations outside their contracted space. Solicitors or sales people will not be allowed to work in the aisles or roadways. All material must remain inside the contracted space. Violators will be removed from the Festival grounds, and no refund will be due Licensee.
 14. Licensee may advertise and/or display from within Licensee's contracted space only. Signs used by Licensee must relate to Licensee's name, product(s) or service(s) normally offered by Licensee. LICENSEE SHALL NOT EMPLOY OR DISPLAY SIGNS ADVERTISING OR PROMOTING OTHER VENDORS OR SUPPLIERS unless authorized by Licensor.
 15. This is a Family Event, think "G" rated. NO "adult themed" or promiscuous shirts, or literature is permitted, handing out of any type of "adult themed" literature is not permitted, even from within licensed space. Violators will be removed from the Festival grounds, and no refund will be due Licensee.
 16. The Licensee agrees as an express condition of this License that the Licensee shall not attempt to acquire a mailing list of Festival patrons by any method or scheme until and unless the Licensee has received written permission of the Licensor.
17. NO DRAWING OR GIVEAWAY MAY BE CONDUCTED BY LICENSEE UNLESS PERMISSION HAS BEEN GRANTED BY LICENSOR. A list of names and addresses of all winners, and the prize(s) won, must be delivered to the Festival Office at the time of the drawing or giveaway. THESE FORMS MAY NOT BE SOLD, BARTERED, OR TRADED IN ANY MANNER. THEY MUST BE DESTROYED BY SHREDDING.
18. Licensee will furnish Licensor a valid Certificate of Liability and Product Insurance coverage by a company authorized to do business in the State of Florida, in the amount of one million dollars per occurrence. This certificate of insurance must name Licensor as additional insured. This certificate must be in the possession of Licensor before Licensee will be allowed to operate on these premises.

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19. Licensee agrees to post prices of products being sold in a conspicuous and easy to see location within their booth or concession.

20. NO VOICE OR SOUND AMPLIFICATION SHALL BE USED BY LICENSEE without prior consent of Licensor and No mature or professional entertainment shall be used. Such permission, if granted, may be rescinded at any time by Licensor.

21. All decorations, paints or products used by Licensee to decorate booths MUST BE FLAMEPROOFED and subject to testing by the LaBelle Fire Marshall before approval.

22. All food booths and concessions are required to have certified fire extinguishers. The Fire Marshall or members of the LaBelle Fire Department will inspect each one before the Festival opens. The Fire Marshall or Chief or designees may require vendor to relocate, remove or cease use of any items, equipment, cooking equipment they consider a potential fire or health hazard.

23. Food Concession operators are required to deposit grease in marked containers placed on the Festival grounds for that purpose. GRAY WATER MUST BE DEPOSED IN APPROPRIATE CONTAINERS ON FESTIVAL GROUNDS. Grease must not be put into the garbage cans placed beside the concessions. ANY CONCESSIONAIRE WHO DEPOSITS GREASE IN THE STORM DRAINS, ON THE GROUND, IN THE GARBAGE CANS, OR ANY PLACE OTHER THAN THAT APPROVED, WILL BE FINED AND REMOVED FROM THE FESTIVAL GROUNDS.

24. Licensee is required to keep contracted space free of trash, paper or refuse. Licensee must take trash, paper or refuse to the nearest container, and not put into the aisles, or left in the contracted space. It is the responsibility of Licensee to have their space clean by 7:00 p.m. each evening.

25. Reserved

26. ANYTHING CONSTRUCTED OR INSTALLED BY LICENSEE/VENDOR MUST BE REMOVED BY END OF FESTIVAL.

27. SIGNS, DECORATIONS, MERCHANDISE OR OTHER ITEMS MUST NOT BE PLACED OUTSIDE THE RENTED SPACE unless granted by Licensor.

28. Licensee may not block view of or impede flow to adjacent booths.

29. ALL MATERIAL AND EQUIPMENT BELONGING TO LICENSEE MUST BE REMOVED FROM THE FESTIVAL GROUNDS by 6:00 pm the day FOLLOWING CLOSING DAY, Licensor will not assume responsibility for storing any material or equipment. Items not removed will be considered abandoned and become the property of Licensor, who shall dispose of them in any manner deemed necessary. Licensees in violation shall have their next year's deposit, if any, forfeited and will not be allowed to return the next year.

30. There will be general security in the park on Friday and Saturday evening. No security is provided after the festival ends on Sunday at 4:00 pm. However, all property taken into the Festival grounds by Licensee is taken there at the Licensee's own risk. Licensor shall not be responsible for any loss due to damage from fire, theft, windstorm, repossession, or from any other cause whatsoever, nor for failure upon its part to perform this agreement, should Officers of the law seize, stop or prevent Licensee from operating under this license.

31. Licensee will receive one (1) vendor parking passes for each licensee. Other parking is provided by third party vendors and is available at cost to the vendor.

32. Reserved.

33. Licensee in booths will be charged a minimal fee on the contract for water and electric. **NEW RULE: Anyone requiring greater than 110 volt 15 amp electric must bring a generator, a quiet generator. The City cannot put its electrical system at risk. One duplex outlet per vendor with electric, maximum 4 items plugged in. If vendor requires additional electric, the Festival may consider the request with additional cost for electrician to be paid by licensee/vendor. The need must be stated on the application and additional fees paid prior to February 1. There may be a limited number of 220 available.**

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34. LICENSEE AGREES NOT TO SUB-LEASE ANY PART OF SPACE HEREIN STATED, OR TO EXHIBIT ANY MERCHANDISE OR SERVICE, OTHER THAN THAT OWNED BY LICENSEE, AND SPECIFIED IN THE LICENSE AGREEMENT. VIOLATION MAY RESULT IN REMOVAL OF UNAUTHORIZED ITEMS, CANCELLATION OF LICENSE, OR BOTH, AND RESULT IN DENIAL OF FUTURE LICENSE CONSIDERATION unless permitted by Festival Committee and stated in the vendor application.

35. Reserved.

36. Unbecoming conduct, to include use of profane, obscene and/or abusive or threatening language by licensee, may well be grounds for termination of license agreement and eviction from Festival grounds. As stated previously, this is a family event.

37. The Licensee hereby agrees to indemnify and hold harmless the Licensor, its Agents, and Employees, from and against all claims, suits, actions and damages and/or causes of action arising during the period of use and occupancy by licensee from the date of entry upon the Festival grounds, to and including date of departure, for any personal injury, loss of life, and/or damages or property, including the Licensor's property or employees, sustained in and about the premises or that portion of the buildings or appurtenances thereto, used by the Licensee, occurring during such time as the Licensee may be using said premises, and from and against all costs, legal fees, expenses and liabilities incurred in and about any action thereon, and from and against any order, judgment and/or decrees which may be entered therein when any of the aforesaid are caused by negligence of the Licensee, its agents, subcontractors, or employees, or persons attending the premises by reason of the use thereof by the Licensee. PLEASE LIST: SWAMP CABBAGE FESTIVAL, INC, POB 2081, LABELLE, FL 33975; EMAIL: SCFPARK@GMAIL.COM.

38. Licensor reserves the right to cancel this license If just cause is provided.

39. Licensee expressly waives any recourse for damages against licensor in the event this agreement is revoked or cancelled by Licensor for violation of any of the provisions hereof. LICENSEE AGREES NOT TO NEGATIVELY COMMENT ON SOCIAL MEDIA. LICENSEE AGREES NOT TO RECORD OTHER VENDORS OR FESTIVAL OFFICIALS OR AGENTS WHILE ON THE FESTIVAL GROUNDS.

40. In case of acts of God, exigencies of war, emergencies, or severe weather conditions necessitating the cancelling the Swamp Cabbage Festival in advance of the festival, the Licensor may revoke this license and refund any monies advanced. However, if during the festivities such an event should occur, no refunds shall be given and the Licensor shall not be held liable for any of licensee's losses, if any.