

# MBOCHCI – VENDOR GUIDELINES & AGREEMENT

## 2023 JOUVERT

1. MBOCHCI reserves the right to remove any vendor from the festival site for violation of any of the established rules and Agreement herein and on the Application Form. The vendor shall not be compensated for the occurrence of any such action taken including the confiscation of unauthorized goods or products.
2. VENDOR SPACE(S) IS(ARE) CONSIDERED NON-TRANSFERRABLE, NON-EXCHANGEABLE, AND NON-REFUNDABLE, AND ALL SALES ARE CONSIDERED FINAL. NO SPACE SHALL BE CONFIRMED UNTIL PAYMENT IS MADE IN FULL. GIVEN THE NATURE OF THE EVENT, VENUE LOCATION AND LAYOUT ARE SUBJECT TO CHANGE.
3. MBOCHCI shall retain the sole rights for the sale of beer, alcoholic and nonalcoholic beverages and water, on any and all of our Events. Violators are subject to immediate removal by the Police and there will be no refunds.
4. For Event Day, Saturday, October 7, 2023 vendors shall be allowed to sell between the hours of 8:00 a.m. to 2:00 p.m. Proper space should be requested when application form is submitted, extension of tents are not permitted, extra tents for behind your space must be ordered from MBOC, a fire rated tent will be provided at a cost of \$100, advance notice required. Vendor shall be held liable for any submitted errors.
5. Each individual Vendor shall be responsible for collection, reporting and payment of the Florida Tax for the sale of any items on the day of the event, and shall in no way hold MBOCHCI or its representatives responsible. Please visit [www.myflorida.com](http://www.myflorida.com) for a Florida Business Tax application. Vendors have to be registered as a vendor with Broward County.
6. NO AMPLIFIERS or SPEAKERS shall be permitted other than those approved by MBOCHCI. Violators are subject to removal from the event by the Police. There will be no refunds.
7. Vendor agrees to sell ONLY THE ITEMS LISTED on its Application Form and approved for sale by MBOCHCI on the applicable premises in the assigned or designated space(s).
8. LOAD-IN on Saturday, October 7, 2023 will be from **5:00 a.m. until 6:30 a.m.** **VENDORS WILL NOT BE ALLOWED LOAD-IN AFTER 6:30 A.M.** Vendor's vehicle not parked in the designated area shall be towed at Vendor's expense. Vehicle permits will be retrieved by a MBOCHCI representative upon entering the venue.
9. Vending Areas must be vacated by 4:00 p.m. on the day of the event. Vendor must clear their respective areas and must provide their own industrial strength commercial grade plastic bags for garbage clean-up in and around their immediate surroundings.
10. Food vendors: Proper containers must be utilized for the recovery of used oil and grease. Professional Regulators will be checking on these items. **HEAVY FINES WILL APPLY.**

**PRODUCTS LEFT FROM COOKING MUST NOT BE DISCARDED ON THE PREMISES.**

11. TENTS (10x10) shall be provided in designated spaces. Vendors must provide their own chairs, tables, decorations, and ELECTRIC CORDS (INDUSTRIAL/COMMERCIAL GRADE) for electricity hook up. WATER will be available on the premises, however, vendors are advised to bring their own containers of one gallon water.(nothing less than one gallon)
12. Cooking Vendors must possess, at a minimum, a 2A-10BC FIRE EXTINGUISHER in their Vending area. (There is NO EXCEPTION to this rule).
13. MBOCHCI shall provide an Ice Truck on the Premises for the sale of ICE.
14. Vendor shall be required to provide proof of current insurance coverage to MBOCHCI, in an amount of not less than one million Dollars (\$1,000,000) combined single limit, per occurrence, for bodily injury, including death. Such proof of insurance shall be submitted to MBOCHCI upon submittal of the application and list **MBOCHCI, Central Broward Regional Park, Broward Board of County Commissioners and the City of Lauderhill, as additionally insured on the certificate**
15. Vendor space will be guaranteed when full payment is received and proof of General Liability Insurance is obtained. Booth payment is non refundable. (See application for price structure).
- 16. ABSOLUTELY NO SALE OF BOOTHS AFTER OCTOBER 4, 2023.**
17. Vendor's package will be distributed at the Vendors' meeting on or after October 4, 2023 at 7:00 p.m. at a venue to be announced.
18. The manufacture, sale or distribution of unauthorized Compact Discs, CD-Rs, DVDs or Cassettes is prohibited. Anyone who may engage in these activities may be subject to criminal/civil prosecution and will be removed from the Venue and there will be no refunds.
19. **Food Vendors** will receive **four (4) Vendor Wristbands** and **two (2) Parking Permits** for admission per 10X10 space purchased. **Craft Vendors** will receive **two (2) Vendor Wristbands** and **two (2) Parking Permits** for admission per 10x10 space purchased. Additional vendor wristbands can be purchased at the pre-admission patron price no later than October 7, 2023.
20. PAYMENT MUST BE MADE BY CASHIER'S CHECKS OR MONEY ORDERS ONLY for vending space, payable to Miami Broward One Carnival Host Committee Inc. or MBOCHCI. Mail or deliver payment to Miami Broward One Carnival Host Committee Inc., 18425 NW 2<sup>nd</sup> Avenue, Suite 435, Miami Gardens FL 33169.
21. MBOCHCI, the State of Florida Department of Business and Professional Regulation, the Broward Police Department, Broward Fire & Rescue and their agents and/or assigns, reserve the right to inspect the designated vending area(s) for violations of any of the above provisions.

22. Vendor acknowledges that this agreement has been read and agrees to follow all rules and guidelines as directed. This Agreement is subject to vendor satisfactorily submitting all requested application materials, and full payment of all designated fees. It is the responsibility of the vendor to be aware of these Rules and Guidelines as well as all applicable governing laws. It shall be vendor's duty to insure that all employees and agents of vendor are knowledgeable of and abide by all Rules and Guidelines and applicable governing laws.
23. Vendor shall assume full responsibility for vendor's conduct and for the conduct of its employees, subcontractors, suppliers, or any other person associated with vendor and shall indemnify and hold harmless MBOCHCI, its agents, officers and employees from and against all claims, liabilities, suits, damages, costs and expenses, including reasonable attorneys' costs and fees, related to (i) vendor's breach of this Agreement, and (ii) for injury to, including death of, persons (whether they be third persons or employees of the parties hereto) or any loss of or damage to property in any manner arising from the negligence of vendor.
24. Vendor is an Independent contractor and nothing in this Vendor agreement should be construed as forming a partnership of any kind with MBOCHCI, its Corporate Sponsors, Central Broward Regional Park, Broward Board of County Commissioners and the City of Lauderhill.

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**(Authorized Signature of Vendor)**

**(Date)**

**Print Name:** \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE**

MBOCHCI STAFF: Keep a Signed Copy in Vendor File. Note Assigned Space # \_\_\_\_\_