

# **MBOCHCI – VENDOR GUIDELINES & AGREEMENT**

## **2024 CARNIVAL – OCTOBER 13, 2024**

**Absolutely no Styrofoam cups, plates or containers**

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. **2.VENDOR SPACE(S) IS(ARE) CONSIDERED NON-TRANSFERABLE, 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. Vendors are strictly prohibited from selling beer, alcoholic beverages, nonalcoholic beverages and water. Violators are subject to immediate removal by the Police and there will be no refunds.
4. For Carnival Day, Sunday, October 13, 2024, Vendor shall be allowed to sell between the hours of 11:00 a.m. to 10:00 p.m. Proper space should be requested when application form is submitted. Vendor shall be held liable for any submitted errors. Extension of tents is not allowed; if you need an extra tent, we will supply a fire rated tent (fire Marshall rule), for \$200.
5. 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 not hold MBOCHCI or its representatives responsible. Please visit [www.myflorida.com/dor](http://www.myflorida.com/dor) for your Florida Business Tax application
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, and there will be no refunds.
7. MBOCHCI shall permit **ONLY THE ITEMS LISTED** on Vendor's Application Form and approved for sale by MBOCHCI to be sold on the applicable premises in the assigned or designated space(s).
8. **LOAD-IN ON SUNDAY, OCTOBER 13, 2024 WILL BE FROM 4:00 A.M. UNTIL 8:00 A.M. VENDORS WILL NOT BE ALLOWED TO LOAD-IN AFTER 8:00 A.M.** Food vendors are permitted to park one supply vehicle behind vendor's booth. All other vendor's vehicles must park in the designated vendors parking area. Vehicles that cause obstruction to Fire/EMS services will be towed at Vendor's expense. Vehicle Permits will be retrieved by a MBOCHCI representative upon entering the venue.
9. The Vending Areas must be vacated by 11:00 p.m. on Sunday, October 13, 2024. Vendors 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. Any extra tents to use behind designated space will be supplied at \$100 (fire-rated)(must advise in advance) Vendors must provide their own chairs, tables, decorations, GENERATORS 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 one-gallon containers of water (nothing smaller)
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. NO STYROFOAM CONTAINERS OF ANY KIND PER MIAMI-DADE COUNTY RULE.**

15. **Important Insurance Requirement:** Vendor shall be required to be added to MBOCHCI's liability insurance at a cost of \$200 per vendor. Proof of insurance shall be submitted by MBOCHCI and **Certificate of Insurance shall name (i) the MIAMI - DADE COUNTY FAIR & EXPOSITION, INC. and (ii) MIAMI - DADE COUNTY BOCC located at 10901 Coral Way, Miami, Florida 33165, and (iii) MIAMI BROWARD ONE CARNIVAL HOST COMMITTEE INC. located at 18425 NW 2<sup>nd</sup> Ave, Miami, Florida 33169, as CERTIFICATE HOLDER & ADDITIONAL INSURED for Comprehensive General Liability insurance including products and completed operations coverage with limits of not less than \$1,000,000 (one million dollars) each occurrence, combined single limit for bodily injury and property damage.**
16. **Miami-Dade County Fair & Exposition, Inc. requires a Certificate of Insurance as evidence of automobile Liability Insurance coverage on all owned, non-owned and hired vehicles used in connection with this License in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.**
17. 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.)
18. **ABSOLUTELY NO SALE OF BOOTHS AFTER SEPTEMBER 30, 2024.**
19. Vendors' packages will be distributed at a meeting held at 7:00 p.m. on a date and at a venue to be announced.
20. 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.
21. **Corporate and Food vendors will receive six (6) Vendor Wristbands and two (2) Parking Permits for admission per 10X10 space purchased.**  
**Craft vendors will receive three (3) Vendor Wristbands and two (2) Parking Permits for admission per 10X10 space purchased.**  
Additional vendor wristbands for staff can be purchased at the pre-sale admission price on or before October 13, 2024. Vendor Wristbands must be worn throughout the duration of the event.

22. Tampering of booth numbers is strictly prohibited. Violators will be subject to removal by a police officer, and there will be no refunds.
23. 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 payment or delivery to Miami Broward One Carnival Host Committee Inc., 18425 NW 2<sup>nd</sup> Avenue, Suite 435, Miami Gardens FL 33169.
24. MBOCHCI, the State of Florida Department of Business and Professional Regulation, the Miami Police Department, Miami 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.
25. 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.
26. 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.
27. All Vendors are independent contractors and nothing in this Vendor agreement should be construed as forming a partnership of any kind with MBOCHCI, the Miami Dade Fairground, or the City of Miami.

The following will cause forfeiture of security bond:

- Dumping of discarded oil on premises.
- Failure to remove from vending area.
- Failure to respond to the direction of event organizers, Fire, Security or Police.
- Using Styrofoam containers.

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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# \_\_\_\_\_