



*scottish american society of south
florida inc.
p.o BOX 16441
plantation, fl 33318*

**VENDOR CONTRACT FOR THE
SOUTHEAST FLORIDA SCOTTISH FESTIVAL AND GAMES
TO BE HELD ON MARCH 3, 2018**

Name of Firm _____

Address _____

City, StateZip _____

Telephone (including area code) _____

Cell Phone or Alternate number _____

E-mail Address _____

Contact Person _____

EXTREMELY IMPORTANT

Contract with payment, Insurance Certificate, and Canopy Retardation Certificate MUST be received by vendor chairman by Dec. 15, 2017 to guarantee inclusion in Festival.

Vendor Chairman: Ed West, 9370 NW 24th St., Sunrise, FL 33322 [Cell: 954-548-9545]

VENDOR AGREEMENT

Please read carefully

We intend to participate as a vendor at the Scottish American Society's 35th Southeast Florida Festival and Games to be held on Saturday, March 3rd, 2018, and agree to the following:

1. Sites will be assigned by the vendor chairman of the Scottish American Society of South Florida, Inc. (SASSF).
2. Canopies may be rented from SASSF (schedule follows separately). Vendors may provide their own canopies, but must comply with appropriate Fire Department regulations. (Side Walls May NOT be used during occupancy or during the times of the Festival being officially open).
3. Control of trash at the vending site will be the responsibility of the Vendor. Receptacles, as well as pickup and disposal services, will be provided by SASSF.
4. Vending permits will be the responsibility of SASSF. State sales taxes will be the responsibility of the Vendor. Vendors may not represent themselves as being sponsored by or affiliated with SASSF.
5. Pursuant to the contract between Broward County, Florida, and SASSF for the use of the Heritage Park, Peters Road, Plantation, Florida, the Vendor agrees to provide, upon request, (**no later than January 28th, 2018**), certificate of insurance naming the **Scottish American Society of South Florida, Inc. PO Box 16441, Plantation, FL 33318-6441 AND Broward County, Florida**, as an additional insured with policy limits as follows:

Comprehensive General Liability - \$1,000,000 Combined single limit. The policy will be endorsed to include product liability when applicable.

Automobile Liability – covering all owned and hired vehicles in the amount of \$500,000 combined single limit for bodily injury and property damage. 10 days notice of cancellation is required.

Canopies – All Vendors who supply their own canopies **MUST** also submit proof of the manufacturer's certification of fire retardant material used. This certification may be obtained from the manufacturer, supplier, or from the label attached to the canopy. This is required by Broward County Fire Department to enable occupancy by the Vendor.

6. As an express condition of this Agreement, the Vendor, on behalf of himself, his heirs, successors and assigns, voluntarily agree to waive, release and discharge SASSF, its agents, servants, employees, heirs, successors and assigns, or, and from any and all claims, demands, damages, actions or causes of action (including attorney's fees and costs), or any nature whatever, due to any and all loss or damage occasioned by SASSF (whether direct,

indirect, or consequential). Regardless of its cause or origin, including but not limited to the negligence of SASSF, its agents, servants, employees, trustees, and officers.

The waiver, releases and discharge set forth in this paragraph expressly extends to include any action or inaction attributable to SASSF, its agents, servants, and employees, or to SASSF's failure to fulfill in every respect any and all duties or obligations imposed upon it under any provision, term, condition, and/or covenant of this concession Agreement.

7. Vendor further agrees to indemnify and hold harmless SASSF, its agents, servants, employees, heirs, successors, and assigns, or and from any and all claims, demands, damages, actions, or causes of action (including attorney's fees and costs), of any nature whatsoever, that arise out of or are in any way related to Vendors Concessions, including, but not by way of limitation, any and all claims, demands, damages, actions, or causes of action, (including attorney's fees and costs), due to or resulting from personal injury or death, or damage to property which may be incurred or sustained by any member of the public, participant, other vendor, or any other person who is connected with or who is present at the Scottish American Society's Southeast Florida Scottish Festival and Games. Vendor and SASSF agree that TEN (\$10.00) Dollars of the consideration paid for Vending Space is expressly designated as consideration for the indemnity and hold harmless provisions contained in this paragraph.
8. **Vehicles may not be moved within the Event Site while the event is open to the public.**
9. Vendor fee includes a free business card ad; larger Games program ads may be purchased at the reduced cost given below. Many attendees keep the souvenir program and refer to it throughout the year.
10. Check in payment for the total of space, rental fees and advertisement, payable to SASSF, must accompany this agreement.

Signature of Vendor

Date