

RESOLUTION NO. 2009- 323

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, REQUIREMENTS AND OBLIGATIONS OF STANDARD VENDOR AGREEMENT AND APPLICATION TEMPLATES FOR THE USE OF THE COUNTY CULTURAL DIVISION AND AUTHORIZES THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, the St. Johns County Cultural Events Division has undertaken management of the St. Augustine Amphitheatre, St. Johns County Fairgrounds, and Ponte Vedra Concert Hall for the benefit of the citizens of and visitors to St. Johns County through development and production of community events, festivals, concerts, cultural, entertainment and educational programs; and

WHEREAS, the County shall solicit vendors to provide goods and services to support and enhance events at the above stated venues; and

WHEREAS, the County shall engage in a working relationship with vendors, through contractual agreements; and

WHEREAS, the County has determined that such solicitation of vendors and contractual agreements will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

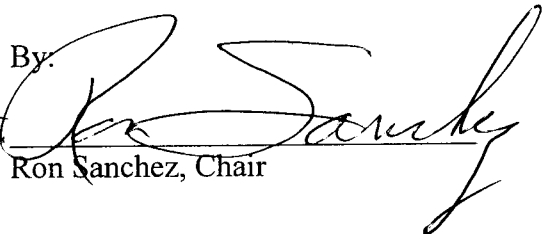
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. Attached Exhibits: St. Johns County Cultural Events Division Standard Vendor Agreement and Application are approved.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3<sup>rd</sup> day of November, 2009.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Attest:  
By: Pam Halterman, Deputy Clerk  
for Cheryl Strickland, Clerk

By:   
Ron Sanchez, Chair

RENDITION DATE 11/5/09



## St. Johns Cultural Events Division Vendor Application

Name of Business: \_\_\_\_\_ FEID # \_\_\_\_\_

Name & Title of Applicant: \_\_\_\_\_ Phone # \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Cell # \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street City State Zip

### Description of Products intended to sell at event. Please be specific and list prices accurately.

PRODUCT DESCRIPTION	PRICE

If you need additional space, please attach a separate sheet to this application.

#### **\*\*ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT IS RESPONSIBILITY OF EACH VENDOR\*\***

Each vendor will be required to acquire an individual Business Tax receipt. Application may be made in advance with arrangements through the St. Johns County Tax Collector's office or an on site visit by Tax Collector Field Inspectors. Business Tax Receipts are good for 1 year (October 1 – September 30). To obtain the downloadable Business Tax Receipt Application or learn more about the regulations visit the St. Johns County Tax Collector's web site at [www.sjctax.us](http://www.sjctax.us) and click on "Business Tax Receipt" located in the left hand column under "Highlights". For additional details contact the St Johns County Tax Collector's office at 904-209-2250.

**COST:** \$            - 10 X 10 Tent: \_\_\_\_\_  
                  \$            - 8 Foot Table (No Tent): \_\_\_\_\_  
                  \$            - Power: \_\_\_\_\_

We encourage you to submit your application as soon as possible since spaces for this event are limited. Please return the following forms and payment to the St. Augustine Amphitheatre:

- ( ) Vendor Agreement Application, Food Vendor Permits (if applicable), Local Business Tax Receipt and Waiver (MUST BE SIGNED)
- ( ) All checks must be made payable to: ST. JOHNS COUNTY. PLEASE DO NOT SEND CASH BY MAIL.

Mailing Address:  
**St. Augustine Amphitheatre**  
**1340 C A1A South**  
**St. Augustine, FL 32080**



## **RULES, REGULATIONS, & VENDING POLICIES WAIVER**

The following are rules, regulations and policies that, \_\_\_\_\_ (**Vendor Business Name**) need to be aware of and abide by them at all times. By submitting this application you confirm reading ALL its content, that you have completely understood every single item and that you are in TOTAL agreement and will abide completely by them. These Rules & Regulations are hereby made integral part of the application and of the agreement between the applicant and St. Johns County. In consideration of the rules, regulations, & policies set forth by the St. Johns County Cultural Events Division; \_\_\_\_\_ (**Vendor Business Name**) agrees to the following:

### **1. Area of Operation**

St. Johns County grants the **Vendor** the right to sell goods during the \_\_\_\_\_ (Event Name) on \_\_\_\_\_ (Date) through \_\_\_\_\_ (Date). **Vendors** will be assigned a specific vending space by event organizers and must stay within this location. **Vendor** understands and recognized that at anytime this location can be changed without notice.

### **2. Vendor Load In/Load Out**

**Vendors** may set up between the hours of \_\_\_\_\_ A.M & \_\_\_\_\_ P.M. on \_\_\_\_\_ (Date). After setting up, **Vendors** are required to remain set up until \_\_\_\_\_ PM on \_\_\_\_\_ (Date). No **Vendor** will be allowed to set up past the set times under any circumstance. There will be no refunds if unable to set-up on time.

### **3. Vendor Vehicles**

As soon as **Vendor** completes booth set-up, vendor must immediately move any vehicle to the **Vendor** assigned parking area. All **Vendor** vehicles must be removed from event area one hour (1) before the opening of the event. Parking spaces are not guaranteed.

### **4. Vendor Equipment**

**Vendors** are responsible for their own tent, chairs, tables, electricity (unless otherwise noted and have paid additional fees if required) and any other necessary equipment for the operation of vendor booth/table/tent.

### **5. Taxes**

**Vendors** are responsible for any state, city, and or county taxes that may be levied for goods sold. The **County** is not responsible for any applicable taxes.

### **6. Permits & Licenses**

To the extent that the **Vendor** needs to secure, obtain/acquire, and maintain permits and/or licenses, in order to manage or operate the Concessions Area, or facilitate the Concessions Area activities at the Event, then the **Vendor** shall be responsible for securing, obtaining/acquiring, and maintaining, at the **Vendor's** sole expense, any, and all, permits, licenses, and/or approvals required by Federal, State, and or **County** law, statute, ordinance, rule, regulation, and/or policy.

### **7. Cleanliness & Safety of Vendor Area**

**Vendor** agrees to maintain a clean and safe vending area through the duration of the event. All **Vendors** are responsible for keeping their immediate area and the area adjacent to them clean and trash free. At the end of the event, **Vendor** agrees to dispose of all trash appropriately in trash receptacles. Empty boxes must be collapsed and deposited at dumping locations. **FOOD VENDORS: DO NOT** dispose of cooking oil/grease/lard in the event grounds, streets, sidewalks, grass, drains or any other private properties. **Vendor** must take used cooking oil/grease/lard with them. **Vendor** will be charged additional fees if **Vendor** does not leave assigned area clean.



**8. Product Exclusivity**

There is no product exclusive participation agreement.

**9. Severability**

If any word, phrase, sentence, or section of this **Agreement** is declared void, unconstitutional, or invalid for any reason, the remaining portions of this agreement shall remain in full force and effect.

**10. Governing Law & Venue**

This **Agreement** shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this **Agreement** shall be in **St. Johns County, Florida**.

**11. Independent Contractor Relationship**

The **Vendor** is, and shall be, in the performance of all work services and activities under this **Agreement**, an Independent Contractor, and not an employee, agent, official, or servant of the **County**. As such, neither the **Vendor**, nor any employees, is eligible for any benefits afforded employees, or officials of the **County**. The **Vendor** does not have the power or authority to bind (legally or equitably), in any manner whatsoever the **County** in any promise, agreement, or representation, other than as specifically provided for in this **Agreement**.

**12. Force Majeure**

Neither the **County**, nor the **Vendor** shall be held in non-compliance with the terms, conditions, provisions, and/or requirements of this **Agreement**, nor suffer any enforcement or penalty relating thereto (including termination, cancellation, or revocation of this **Agreement**), where such non-compliance, or alleged default occurred and/or was caused by a strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond either the **County**, or **Vendor's** ability to anticipate and/or control.

**13. Access to Records**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this **Agreement** shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

As a condition of entering into this **Agreement**, and to ensure compliance, especially as it relates to any applicable law, rule, regulation, and/or policy, the **Vendor** authorizes the **County** to examine, review, inspect, and/or audit the books, and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this **Agreement**. It is specifically noted that the **Vendor** is under no duty to provide access to documentation, not related to this **Agreement**, and is otherwise protected by **County**, State, or Federal law.

**14. No Third Party Beneficiaries/ No subcontracting**

**Vendor** agrees that no third party beneficiary status or interest is conferred to or inferred to any other person or entity. **Vendor** may not subcontract out any portion of their vending location to another business unless approved by event organizers prior to the event.



**15. Notice of Alleged Violation**

With respect to the **Vendor**, for any alleged breach of violation of this **Agreement**, which may occur in the future, the **Vendor** must provide written or electronic notice to the **County Administrator** within 72 hours of the alleged breach or violation occurring.

**16. Absence of Duress**

Both the **County**, and the **Vendor**, enter into, and execute, this **Agreement**, free from any duress, or any other illegal form of enticement.

**17. Survival**

It is explicitly noted that the following provisions of this **Agreement**, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this **Agreement**, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal—Section 5 (Taxes); Section 7 (Severability); Section 10 (Governing Law& Venue); Section 13 (Access to Records); and Section 18 (Use of County Logo).

**18. Use of County Logo**

Pursuant to, and consistent with, **County Ordinance 92-2**, and **County Administrative Policy 101.3**, the **Vendor** may not manufacture, use, display, or otherwise use any facsimile or reproduction of the **County Seal/Logo** without the express written approval of the **Board**.

**19. Amendments.**

Both the **County**, and the **Vendor** acknowledge that this **Agreement** constitutes the complete agreement and understanding of both parties. Both the **County**, and the **Vendor** acknowledge that any amendments to this **Agreement**, shall be in writing, and shall be executed by duly authorized representatives of both the **County**, and the **Vendor**.

**20. Assignment.**

In light of the scope and rationale for this **Agreement**, neither the **County**, nor the **Vendor** may assign, transfer, and/or sell any of the rights noted in this **Agreement**, or associated with this **Agreement**, without the express written approval of the other party. Should either the **County**, or the **Vendor**, assign, transfer, and/or sell any of the rights of this **Agreement**, without such prior written approval of the other part, then such action on the part of either the **County**, or the **Vendor**, shall result in the automatic termination of this **Agreement**, without further notice or action required on the part of the other party.

**21. Indemnity.**

To the extent permitted by law, the **Vendor** shall indemnify, defend, and hold the **County** harmless from, and against, all claims, suits, costs, and expenses associated with this Event.

**22. Insurance.**

- a) Workers' compensation—If applicable, to meet statutory limits in compliance with the Workers' Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability—coverage shall provide minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, for bodily injury and property damage.
- c) Business auto liability—coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:



- 1) Owned autos
- 2) Hired autos
- 3) Non-owned autos

Special Requirements

- a) St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.
- b) St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- c) The **Vendor** shall have the **County** named as an additional insured. **Failure to maintain and secure any required insurance, automatically voids and/or terminates this Agreement. In such a case, the County may take whatever measures available, in order to protect the County's interests.**

**23. Termination**

**This Agreement may be terminated immediately (if the violation cannot be corrected in less than two (2) hours) should the Vendor not adhere to all applicable provisions of this Agreement.**

**THE UNDERSIGNED HEREBY PERMITS** the photographs and/or video recordings of themselves and/or the vendor representatives by St. Johns County or City of St. Augustine during (named event) to be used by the County's reasonable discretion.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Vending Business Name

\_\_\_\_\_  
Date