



The 6th Annual Boynton Beach Haunted Pirate Fest & Mermaid Splash

VENDOR APPLICATION

October 21 & 22, 2017

129 East Ocean Avenue,
Between Seacrest Blvd. & Federal Hwy.

Event Hours:

Saturday 11AM to 9PM
Sunday 11AM to 6PM

Name: _____

Business Name: _____

Address: _____

City: _____

Phone # (used onsite): _____

E-mail: _____

Vendor Type (check one): Art/Craft Retail Food (non-concession) CRA District Merchant

Include at least two photos of your products and display. **Merchandise must related to theme of the event: pirate, mermaid, fantasy, and nautical. Tents must be themed and vendors must dress the part during the event.**

Please list all items or products sold (attach a page if you need more space): _____

Do you require electricity for more than just lighting? No Yes If yes, explain needs: _____

Do you own a quiet generator? No Yes

All vendors are required to provide:

Application Deadline: October 2, 2017

- Completed & signed Vendor Application
- Signed Vendor Agreement
- Signed Indemnification & Waiver of Liability.
- Certificate of Insurance naming Boynton Beach CRA & City of Boynton Beach as additionally insured
- Signed Rules & Regulations
- Make checks payable to: Boynton Beach CRA

Please mail completed documents to:

Boynton Beach CRA
710 N Federal Highway
Boynton Beach, FL 33435
Attn: Mercedes Coppin

For additional event information, contact:

Azim Hussain
Events Assistant
561.600.9093
hussaina@bbfl.us

(For CRA Office Only)

- Completed Application
- Payment
- Photos: at least 2 depicting items and display
- Vendor Agreement
- Waiver of Liability Agreement
- Certificate of Insurance
- Signed Rules & Regulations



The 6th Annual Boynton Beach Haunted Pirate Fest & Mermaid Splash FOR-PROFIT VENDOR FEES

The vendor fees for the 6th Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash vary by vendor type. Vendor types are as follows:

- **Craft/Art Vendors - \$400***

Any vendor that sells items that they have personally developed for resale fall within this category. Vendors may only sell items that are related to the nautical, pirate, and mermaid theme. Eligible items include, but are not limited to: artwork, jewelry, clothing, wood carvings, personal care items (lotions, soaps, perfumes, and make-up), home décor, miscellaneous trinkets, etc.

- **Retail Business Vendors - \$525***

Any vendor that has a registered business and has obtained a Federal Tax ID Number falls within this category. Vendors may only sell items that are related to the nautical, pirate, and mermaid theme. Applications from businesses that provide services (medical professionals, home improvement services, personal services, etc.) will not be accepted. Interested parties that fall within the service provider category should see the sponsorship packet for ways to participate at the event.

Vendor fees include a 10' x 10' tent, 1 table, 2 chairs, lights, and electricity. Only 2 electrical outlets will be provided – 1 for the provided lights and 1 additional outlet. Vendor is responsible for supplying any additional items that may be needed for tent display, such as extension cords, zip ties, additional lights, tablecloths, etc.

There will be an early bird discount of \$25 off the vendor fee for applications submitted by July 31, 2017.

Prohibited items: Weapons of any kind (explosives, pepper spray, tear gas, guns, knives, etc.), fireworks, flying objects, any items that depict hateful language, illegal substances and paraphernalia.

*Craft/Art and Retail Vendors who possess a themed period tent and only require vendor space will be eligible to receive a discount. Vendor must submit a photo of the tent and receive permission in writing for usage from the CRA.

*All applications are subject to approval.
The CRA reserves the right to reject any vendor application for any reason.*



The 6th Annual Boynton Beach Haunted Pirate Fest & Mermaid Splash

Vendor Rules and Regulations

October 21st & 22nd, 2017

129 East Ocean Avenue,
Between Seacrest & Federal Highway

Event Hours:

Saturday 11AM to 9PM
Sunday 11AM to 6PM

1. Merchandise must be related to theme of the event: pirate, mermaid, fantasy, and nautical.
2. Tents must be themed and vendors must dress the part during the event.
3. Set up is on Friday, October 20, from 4:00 P.M. to 9:00 P.M. and Saturday, October 21, from 6:00 A.M. - 10:00 A.M. All booths must be set up & ready for inspection by Saturday, October 22, 10:00 A.M.
4. Vendor shall off-load, then immediately move vehicles to the designated parking area before setting up their booth.
5. Vendor will be notified via email one week before the event with assigned booth, setup times, check in locations, and parking designated vendor parking areas.
6. Vendor will check-in with CRA representative to be directed to the assigned tent or space prior to setup.
7. Vendor must bring its your own dolly for load-in and load-out; there can be no guarantee you will be able to drive up to your assigned tent space.
8. Vehicles must be off Ocean Avenue one hour prior to opening of festival.
9. Vendors must provide their own extension cords and power strips.
10. Prior approval, by CRA staff, is required for vendors to move or trade tent space.
11. Vendors may not share tent space, nor may they sublet space.
12. Vendors are restricted to selling from the physical limits of their assigned tent only. Additional space must be purchased if more space is needed.
13. Vendors must adhere to the hours of the event as outlined. Early breakdown is not permitted and will result in exclusion from any of our future events, and/or forfeiture of any deposit.
14. Your assigned tent area must remain neat and products must be appropriately displayed at all times.
15. Event staff will randomly circulate the event to ensure that all merchandise shown is in compliance with these guidelines.
16. Vendors are required to keep their space clean and to remove all trash from their tent space.
17. Vendors **must** get the 'all clear' from CRA Staff to begin breaking down of displays for the end of day or the end of the event. All vendor tents must remain active until the event closes.
18. Vendor must break-down its display and pack up its merchandise before bringing your vehicle onto the midway.
19. If you are sampling an approved food product at your booth, you must provide a copy of your liability insurance certificate with the Boynton Beach CRA & the City of Boynton Beach named as additionally insured.
20. Quiet generators are the only generators that Vendor may use at the event, and require prior approval. Any generator that can be heard outside of the confines of your assigned space is not permitted. If event staff determines that your generator is too loud, you agree to discontinue its use for the remainder of the event.
21. Vendors and exhibitors must abide by, and displays must be in accordance with, local fire regulations.
22. It is recommended (but not required) that all non-food and amusement vendors have a fire extinguisher at their booth.
23. All food vendors must have at their booth at all times adequate and proper fire extinguishing equipment, with current certification tags attached, to be inspected by the Fire Marshal. If any type of fryer is to be used, Vendor's fire extinguishing equipment must include a Class K extinguisher.
24. Vendors must pay fees before the October 2nd deadline in order to occupy a tent at the event.
25. With prior approval, the vendor may provide a fully themed period tent for inclusion within Hobbs Cove, or the Boynton Beach CRA will provide a 10' x 10' tent, one table and two chairs.

26. Booth Fees are non-refundable if the CRA accepts your application. If your application is rejected, your check will then be marked void and destroyed. If you will want your check returned to you by mail, please provide a self-addressed and stamped envelope along with your application.
27. Vendors will be notified via e-mail regarding approval or rejection of the application. If vendor prefers notice by U.S. Postal mail, a self-addressed and stamped envelope is required to be submitted with the application. Submitted applications are not guaranteed approval. Checks will be cashed upon receipt. A full and timely refund will be issued if the check is cashed prior to rejection of the application.
28. A Stop Payment or Charge Back of the booth fee will be construed as theft of booth space, if the vendor occupies the booth space at the event. The CRA may pursue criminal prosecution or civil litigation to recover fees and costs of collection.
29. The CRA reserves the right to move, cancel, reassign, or restrict the participation of any Vendor at the discretion of the CRA.
30. The Event will be held rain or shine. There will be no refunds unless the CRA rejects your application, even if the Event is cancelled or the Vendor fails to show.
31. Boynton Beach Police and private security will be on site during event hours, but the CRA and the City of Boynton Beach are NOT RESPONSIBLE for any property damage, lost or stolen merchandise that occurs at your tent or booth.
32. Neither the CRA, nor the City of Boynton Beach, assumes any liability for any losses that the Vendor may incur. Insurance coverage is not available or provided.
33. It is the sole responsibility of the Vendor to maintain and ensure compliance with all appropriate state, local, and federal health regulations, codes, licenses and insurance.
34. Vendors shall accept full responsibility for collecting, reporting and paying appropriate sales taxes.
35. Each Vendor (and all parties staffing a vendor space) must sign an INDEMNIFICATION AND WAIVER OF LIABILITY AGREEMENT.
36. Any Vendor who does not fully comply with all Rules and Regulations governing the Event, may be expelled without refund. The CRA may also elect to bar any expelled vendor from participating in future CRA events. All Vendors are required to be respectful and cooperative with local authorities such as State, County, & City Employees, Event Staff, Volunteers and other Vendors.
37. Vendors and their staff behalf are required to conduct themselves in a polite and professional manner, and must, at all times, act in a manner so as to preserve the safety of all persons present at the 6th Annual Boynton Beach Pirate Fest and Mermaid Splash. Vendors must immediately bring any issues with guests, other vendors, or the event to the attention of event staff so that event staff can work to resolve the problem. Unprofessional conduct, including derogatory comments made to any other person at the Event will not be tolerated and may result in the Vendor being expelled from the Event without refund and may lead to other legal action.
38. All Vendors (and all parties staffing a vendor space)MUST refrain from alcohol consumption during event hours.
39. No Vendor is guaranteed the exclusive right to sell any item or service. However, the CRA will make every effort to limit of the sale of similar items and services. Only items and services listed on the Vendor's approved application may be sold at the Event. If the CRA will not permit the sale of an item or service listed on a Vendor application, the CRA will notify the Vendor prior to the Event that such item or service may not be sold. Only sponsors may request the right to exclusively sell certain products and services. If any sponsor is granted the right to exclusively sell a product or service, any Vendors proposing to sell a similar item or service ("Limited Vendor") will be notified prior to the Event that they may not sell the exclusive item or service. If the Limited Vendor no longer wishes to participate in the Event, the Limited Vendor may request that the CRA reject the Limited Vendor's application and issue the Limited Vendor a refund in the same manner as all other rejected applicants. Vendor agrees that the CRA will not owe a Limited Vendor any compensation other than refund for a rejected application.

I, the undersigned, have read and agree to the terms and conditions, and will adhere to the Rules and Regulations set forth by the Boynton Beach CRA.

Signature: _____ Date: _____

Name: _____

**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
STANDARD VENDOR AGREEMENT**

This Standard Vendor Agreement (hereinafter "Agreement") is made by and between _____ (hereinafter the "Vendor") and the **Boynton Beach Community Redevelopment Agency**, a municipal corporation located at 710 N. Federal Highway, Boynton Beach, Florida 33435 (hereinafter, the "CRA") (collectively the "Parties").

WHEREAS, the CRA is in need of vendors for The 6th Annual Boynton Beach Haunted Pirate Fest & Mermaid Splash , which will take place at the time and location described below, (hereinafter "Event"); and

WHEREAS, the Event will be held for a proper municipal purpose and is in the interest of the public and in furtherance at the CRA Plan; and

WHEREAS, the Vendor has the desire, products, knowledge, ability, and equipment to sell its products at the Event;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties acknowledge, the Parties agree as follows:

1) Incorporation. The recitals above and all other information above are hereby incorporated herein as if fully set forth.

2) Notice and Contact.

a. Contact Person for the Vendor: _____

Business Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Others that will be present at booth: _____

b. Contact Person for CRA (hereinafter "Program Coordinator"):

Name: Mercedes Coppin

Address: 710 North Federal Highway, Boynton Beach FL 33435

Telephone Number: 561-600-9097

Email Address: coppinm@bbfl.us

3) Description of Items to be Sold: _____

_____ (hereinafter "Products").

NOTE: Only the products listed above and approved by the CRA will be allowed for sale. Any Vendor selling products not listed above and not approved by CRA must stop selling those products immediately and/or be banned from the Event. All changes and additions to products lists must be submitted in writing and approved by the CRA before they can be sold at the Event.

4) Dates and Times:

Date:	Between the hours of:
October 21, 2017	11:00 A.M. and 9:00 P.M.
October 22, 2017	11:00 A.M. and 6:00 P.M.

5) Approximate length of Event.

Seventeen hours

6) Location. East Ocean Avenue, between Seacrest Boulevard and Federal Highway

7) Number of Booth Spaces Requested:

1 2 3 Other: _____ (hereinafter, the "Space")

Vendors will be charged for the number of booth spaces provided.

8) Items Provided by CRA:

One 10'x 10' tent

Tent sides if needed

One Table per tent

Two Chairs per tent

Lights

9) Fees.

Vendor will outlined fee for each vendor space requested. The CRA must receive the payment by 5:30 p.m. on Monday, October 2, 2017.

Vendor accepts all risks associated with inclement weather conditions and any low attendance associated with weather conditions.

10) Weather Conditions. The CRA will notify Vendor as soon as possible if the Event will be cancelled due to weather conditions. There will be no make-up days for days that are cancelled for weather-related reasons.

11) Documentation. Vendor affirms that it will produce all documentation necessary to prove its vendor status upon request.

12) Security. There will be security personnel present at the Event. Vendor understands that the presence of these security personnel does not mean that the CRA is responsible or in any way liable for theft or other incidences that may occur at the Event. Vendor acknowledges that the presence of security personnel does not guarantee safety or security of Vendor, Vendor's personnel, or Vendor's products.

13) Terms of Vending. The Vendor shall sell its Products described above for the Event. The Vendor shall begin promptly at the start times listed above, and sell its Products only within the Date(s) and Time(s) described above. Reasonable variances from the Date(s) and Time(s) are permitted for acceptable reasons. The CRA has sole and absolute discretion as to what constitutes a "reasonable variance" and what constitutes an "acceptable reason."

14) Attendance. Vendors who do not provide 24 hours notice of cancellation will be considered "no shows" and will not be eligible to return during the 2017 Season for any further scheduled dates, nor future seasons. Unless the CRA notifies the Vendor of a cancellation, Vendor should assume the Event is still occurring, even if Vendor predicts that the Event will be canceled for weather conditions. Vendor understands that its failure to cancel its reserved site or notify the CRA of its late arrival after 9:00 A.M. may result in the Space being assigned to another vendor. If a different space is available, Vendor may, but is not guaranteed to, be assigned to another location. Vendor understands the CRA will not refund previously paid fees by Vendor in the event of Vendor "no show."

15) Decorations, Equipment, Etc. The Vendor is required to decorate Vendor's Space. The Vendor is responsible for all of its own decorations, equipment transportation, set-up, and break-down; and anything else necessary to sell its Products shall be provided by and at the expense of the Vendor. Vendor agrees to keep the Space attractive and to clean it at the close of the Event. The CRA must approve all tents prior to setup and use, and all tents must be anchored sufficiently to withstand the wind and weather conditions during the Event. The Vendor shall leave the site and the Space in a condition equal to that prior to the Event. The CRA shall not be responsible for any equipment or other property of the Vendor brought to or left on CRA property.

Vendor agrees to complete setup of the Space prior to 10:00 A.M., and agrees not to close down business prior to 9:00 P.M. on October 21, 2017, and not to tear down or pack up the Space prior to 6:00 P.M. on October 22, 2017.

Vendor understands that the CRA has the right to control the “aesthetics” of the Event. Vendor agrees to keep its display, decorations, equipment, Products, and other materials inside the Space. All Vendor activity related to the Event outside of the Space is strictly prohibited.

16) Propriety. The Vendor shall ensure that during the Event and while selling its Products, Vendor and Vendor’s personnel will restrain from swearing, lewd actions, or lewd comments. Vendor agrees to be honest and at all times conduct himself/herself/itself in a courteous manner. Discriminatory, rude, abusive, offensive, or other disruptive conduct is strictly prohibited.

17) No Smoking. Vendor will not smoke within the boundaries of the Event.

18) Personnel. Vendor represents that Vendor has, or will secure at Vendor’s own expense, all necessary personnel required to sell its Products pursuant to this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the CRA. All of the sales of Products shall be performed by the Vendor, or under Vendor’s supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed or permitted under state and local law to sell Vendor’s Products.

Vendor is responsible for having all those persons or entities associated with the Vendor, Space, Products, or otherwise associated with the Vendor at the Event, including Vendor’s children, adhere to the terms of this Agreement.

19) Animals. No animals shall be allowed at the Event without the prior permission from the CRA. The Vendor is responsible for keeping the animal under control at all times. The Vendor assumes full responsibility for any injury or property damage caused by the animal.

20) Vehicles. All vehicles belonging to Vendor or Vendor’s personnel shall park in the assigned vendor parking area prior to the start of the Event, if vendor parking exists for the event.

21) Finances. Vendor is responsible for bringing its own change, bank box, and making all other necessary financial arrangements for the sale of its Products and for securing monies received by the Vendor at the Event.

22) Content, Logistics, Etc. The Vendor understands that the CRA has sole and absolute discretion as to the selling of Products and propriety of the Vendor. The Vendor also understands that the CRA has final and complete control of the method, manner, means, scheduling, placement, and other logistical considerations at the Event.

23) Cancellation. The CRA reserves the right to cancel or postpone the Event for any reason and the CRA may, in its sole and absolute discretion, choose to refund fees for events that were canceled or postponed for reasons other than weather conditions. In the event of any

cancellation or postponement by CRA, the CRA will endeavor to notify the Vendor as soon as practicable prior to the Event.

The Vendor or agent must notify the CRA immediately of any reason which might result in Vendor's failure to attend on the scheduled date.

The CRA reserves the right to approve /substitute any other vendor for Vendor in the event that Vendor is not able to attend as scheduled.

Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability, except that the provisions of this Section shall survive termination of this Agreement and remain in full force and effect.

24) Default. The failure of the Vendor to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. In the event of default or breach, the CRA may terminate this Agreement.

In the event that the Vendor is not ready to set up its Space or sell its Products at the scheduled time; or if the Vendor or its personnel arrive at the performance in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner; then the Vendor is deemed to have committed a material breach of this Agreement and the CRA shall have the absolute right in its sole discretion to cancel the Vendor or terminate any sale in progress. Under such circumstances Vendor will not be entitled to a refund of any fees.

25) Waiver. The CRA shall not be responsible for any property damages or personal injury sustained by the Vendor from any cause whatsoever related to the Event, whether such damage or injury occurs before, during, or after the Event. The Vendor hereby forever waives, discharges, and releases the CRA, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Vendor. **This waiver, discharge, and release specifically includes negligence by the CRA, its agents, or its employees, to the fullest extent the law allows.**

26) Indemnification. The Vendor shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct, the faulty equipment (including equipment installation and removal), or the animal of the Vendor. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require Vendor to indemnify the CRA for its own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

27) No Transfer. Vendor shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or for-profit corporation, or other entity.

28) Insurance. The Vendor shall obtain all insurance required by the CRA and provide proof thereof at least 10 days prior to the Event. The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Event or this Agreement. The CRA and the City of Boynton Beach is to be included as “Additional Insured” with respect to liability arising out of services performed by the Vendor by or on behalf of the CRA or acts or omission of the Vendor in connection with selling Vendor’s Products pursuant to this Agreement. The Certificate must include the following additional insured language:

**Boynton Beach Community Redevelopment Agency
710 North Federal Highway
Boynton Beach, Florida 33435**

**City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33435**

29) No Discrimination. The Vendor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement or the Event.

30) No Partnership, Etc. The Vendor agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that the Vendor is an(a) independent contractor(s) and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the selling of the Products.

31) Health and Safety. The Vendor shall take the proper safety and health precautions to protect Event attendees, the CRA, the Vendor and Vendor’s personnel, the public, the property and products of others, and will be responsible for all damage to persons and/or property that occur as a result of the Vendor’s negligence or misconduct. Vendor will exercise its own judgment in matters of safety for itself and attendees of the Event. The Vendor attests that it possesses a current personal accident and or personal health insurance policy. If Vendor is preparing food in the Space, Vendor must have a fully functional fire extinguisher, appropriate for the Vendor’s activities, readily available inside the Space at all times. Vendor understands it will not be allowed to participate in the Event without an appropriate fire extinguisher.

32) Promotional Materials. The Vendor agrees that the CRA may photograph and/or record video and audio of the Event, including Vendor and Vendor’s Products, and that such photographs and recordings may be (i) used for the purposes of promotion of the Event or

future events; (ii) transmitted live or by recording on local television and radio channels. The Vendor agrees that the Event, including information about the Vendor and the Products, can be advertised prior to subsequent to the Event. Vendor expressly consents to the use of Vendor's children's names and photographs in such promotional materials. The CRA shall attribute the Products to the Vendor.

33) No Exclusivity. Vendor understands that it is not guaranteed the exclusive right to sell any one Product, and that other vendors may be selling the same or similar products.

34) No Infringement. The Vendor represents that in selling its Products pursuant to this Agreement, the Vendor will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Vendor or appearance as part of the Event is an infringement on the property right, copyright, patent right, or other rights, the Vendor will indemnify the CRA against any and all loss, damages, costs, attorney fees or other loss whatsoever. The Vendor shall not use the CRA's logos, or marks without the CRA's prior written approval.

35) Entire Agreement. This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

36) Counterparts and Transmission. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

37) Agreement Deemed to be Drafted Jointly. This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

38) Governing Law, Jurisdiction, and Venue. The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the Parties expressly agree and submit.

39) Independent Advice. The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.

40) Severability. If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties.

41) Voluntary Waiver of Provisions. The CRA may, in its sole and absolute discretion, waive any requirement of the Vendor contained in this Agreement.

42) Public Records. The CRA is a public agency subject to Chapter 119, Florida Statutes. Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

- a. Keep and maintain public records required by the CRA to perform the Vending described in the Agreement.
- b. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise prohibited by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the CRA.
- d. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of the Vendor or keep and maintain public records required by the CRA to perform the service. If the Vendor transfers all public records to the CRA upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

The Vendor also understands that CRA may disclose any document in connection with Vendor or the sale of the Vendors Products pursuant to this Agreement, so long as the document is not exempt or confidential and exempt from public records requirements.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 737-3256; 710 NORTH FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA 33435; OR BoyntonBeachCRA@bbfl.us.

43) Removal from Event. Vendor understands that if it acts unethically or unsafely in connection with the Event, the CRA has the right to immediately and permanently remove the Vendor from the Event and any other scheduled events.

44) Compliance with Laws. In the selling its Products pursuant to this Agreement, the Vendor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations, including ethics and procurement requirements. Vendor will post in its Space proof of all necessary licenses.

45) Event Rules. Vendor agrees to abide by all rules promulgated by the CRA in connection with the Event.

46) Effective Date and Termination. This Agreement will become effective at the date and time that the last party signs this Agreement. This Agreement will automatically terminate after the Event and payment to the CRA, or on October 23, 2017, whichever occurs first. Nothing in this paragraph shall be construed so as to affect the CRA's right to cancel or postpone the Event or the Vendor's attendance at the Event pursuant to this Agreement.

47) Survival. The provisions of this Agreement regarding the products of the Vendor, promotional rights, infringement, indemnity, waiver, insurance, and cancellation shall survive the expiration or termination of this Agreement and remain in full force and effect.

48) _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

By: _____

Date: _____

Authorized Representative for Vendor

Print Name: _____

By: _____

Date: _____

Authorized Representative for CRA

Print Name: _____



The 6th Annual Boynton Beach Haunted Pirate Fest & Mermaid Splash

INDEMNIFICATION AND WAIVER OF LIABILITY AGREEMENT

The 6th Annual Boynton Beach Haunted Pirate Fest & Mermaid Splash (Event) will be held Saturday, October 21, 2017, from 11:00 A.M. to 9:00 P.M. and Sunday, October 22, 2017, from 11:00 A.M. to 6:00 P.M. on East Ocean Avenue between Seacrest Boulevard and Federal Highway. This Indemnification and Waiver of Liability Agreement is my acceptance that I, my spouse, my heirs, executors, and any assigns, hereby forever release, discharge, waive, and agree to hold harmless the Boynton Beach Community Redevelopment Agency (CRA), its officials, agents, instructors, employees, and volunteers from any and all claims, loss, cost, expense, suits, demands, causes of action of any kind whatsoever, which I or my spouse, heirs, executors, or assigns have, may have, or claim to have, known or unknown, as a result of any losses, damages, or injuries, including death, which may be sustained or suffered, directly or indirectly, including injuries or damage to person or property, including death, arising out of or in any way connected with my attendance or participation as an independent contractor for the CRA or at the Event.

I also agree that I personally, and the Company, Group, or Act I am associated with that is listed below, shall indemnify, save, and hold harmless the CRA, its agents, officials, volunteers, instructors, and its employees from any liability, claim, demand, suit, loss, cost, expense, damage, or cause of action which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of the undersigned individual or the Company, Group, or Act indicated below. I warrant and assert that I have the authority to make enter into this Agreement on behalf of the Company, Group, or Act indicated below. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require me to indemnify the CRA for its own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

Signed this _____ day of _____, 2017.

Signature: _____

Print Name: _____

Name of Company, Group, or Act: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Cell Number: _____

Email Address: _____