

**NON - FOOD VENDOR
CONCESSION APPLICATION / AGREEMENT
GASPARILLA PIRATE FEST 2010**

NL Streaks, Inc./Special Event Foods and the vendor listed below agree that subject to the terms and conditions of this Agreement, Vendor shall sell only the products specified and approved at the **2010 Gasparilla Pirate Fest** in Tampa, Florida on the following date: **Saturday, January 30th, 2010**. This Agreement does not imply nor guarantee any exclusivity as to the selling of the products contracted under item (A) below:

**VENDOR INFORMATION
(PLEASE PRINT LEGIBLY)**

Company Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Fax _____ E-mail _____

(A) DESCRIPTION OF PRODUCTS AND PRICING

Item:	Sale Price:
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Any changes in pricing or specifications of products to be sold (including additions or deletions to these agreed upon items) must be signed by **BOTH** parties and attached to this Agreement as an Addendum prior to them being sold. All prices include applicable state sales tax.

Vendor agrees to remit to NL Streaks, Inc./Special Event Foods a concessionaire's fee of \$500.00(Five hundred dollars) **per location** against 30%* of sales (whichever is greater). **All insurance certificates indicating coverage as required per Item (5.) of this contract shall be remitted at the time of original application. All fees should be remitted via cashier's check or money order made payable to NL Streaks, Inc.** and forwarded to: NL Streaks, Inc., Mark Enoch, P.O. Box 260633, Tampa, Florida 33685-0633. **No other forms of payment will be accepted.** All sums above the minimum concessionaire's fee* due NL Streaks, Inc./Special Event Foods, must be remitted no later than **4:00 p.m. on Monday, February 1st, 2010** in the form of a cashier's check or money order.

CONTRACTED LOCATION(S) (For office use only):

Location # 1: _____

Location # 2: _____

Note: Location(s) cannot exceed 10 x 20. Larger locations will require additional fees.

- 1.) NL Streaks, Inc./Special Event Foods shall have the right to inventory all concession products supplied by vendor to assist in accurately determining the gross revenue earned by Vendor. Vendor must supply enough product to maximize revenues for the event.
- 2.) NL Streaks, Inc./Special Event Foods reserves the right to conduct the random “spot audits” of Vendors inventory, cash receipts, and POS register readings.
- 3.) Vendor sales outlet (s) will be located only within spaces specifically determined by NL Streaks, Inc./Special Event Foods management. Locations are subject to change, at any time, at the discretion of NL Streaks, Inc./Special Event Foods, the 2010 Gasparilla Pirate Fest, or government authorities.
- 4.) Vendor agrees to exclusively sell sponsor products if so required by NL Streaks, Inc./Special Event Foods. Vendor is responsible for supplying its own personnel, tables, chairs, equipment, and signage. Vendor shall be responsible for the obtainment of all health permits and occupational licenses required. Vendor agrees to abide by all city, state and federal rules and regulations applicable to its activities at the 2010 Gasparilla Pirate Fest.
- 5.) Vendor, at its sole cost and expense, shall procure, maintain, and carry in force throughout the term of this Agreement the following levels of insurance coverage. This coverage needs to be with a carrier licensed in the State of Florida. Current certificates of insurance must be provided to NL Streaks, Inc./Special Event Foods and maintained at all times during this Agreement.

Workers' Compensation: Vendor shall provide Worker's Compensation for all employees at the site location. The limits shall be statutory for all Worker's Compensation.

General Liability, Vehicle General Liability & Comprehensive Coverage, and Product Liability Insurance Coverage: Vendor shall provide coverage for all operation including, but not limited to, Contractual, and Products and Completed Operation. The limits shall not be less than \$1,000,000.00(One million dollars)/claim and minimum of \$2,000,000.00(Two million dollars) aggregate, Combined Single Limit (CSL) personal injury and/or property damage, or its equivalent.

Vendor shall, prior to the event indicated, provide NL Streaks, Inc./Special Event Foods with a certificate of insurance indicating that the Vendor has vehicle general liability & comprehensive coverage, as well as product and general liability insurance covering any and all damages caused by Vendor or his employees, equipment, or products in an amount equal to \$1,000,000 per claim and minimum of \$2,000,000 aggregate. Vendor agrees to indemnify and hold harmless NL Streaks, Inc./Special Event Foods, EventFest, Inc., Ye Mystic Krewe of Gasparilla, City of Tampa, the 2010 Gasparilla Pirate Fest, and any and all “Title” and “Presenting” event sponsors from any and all loss or damage to Vendor, Vendor's employees, customers, or any other person(s) attributable to any act or omission of Vendor.

- 6.) This Agreement shall be void upon assignment or attempted assignment by Vendor. NL Streaks, Inc./Special Event Foods reserves the right to terminate this Agreement for any of the following reasons: Vendor sells, or attempts to sell, any product, or service other than those specified above, or breaches any of the terms or conditions contained in said Agreement, or the rules and regulations of the event stated. In the event NL Streaks, Inc./Special Event Foods terminates this Agreement, Vendor shall immediately cease any activities and remove all equipment, personnel, and other property and forfeit any fees paid to NL Streaks, Inc./Special Event Foods hereunder.
- 7.) No vendor shall be permitted to sell any styrofoam or glass products, snap n' pops, silly string, or spray urine.

Date: _____

NL Streaks, Inc./Special Event Foods: _____
Company Representative

Company Name: _____

Vendor Name: _____ **Vendor Signature:** _____

TOTAL DUE:

Minimum Fee:	\$	500.00 per location
Application Fee:	\$	25.00
Security Deposit:	\$	<u>300.00</u>
TOTAL DUE:	\$	825.00

NOTE: All fees are to be remitted via cashier's check or money order payable to NL Streaks, Inc., and mailed to Mark Enoch, P.O. Box 260633, Tampa, FL 33685-0633. No business checks or other forms of payment will be accepted.

Questions? Our office number is (813) 258-3255.

GASPARILLA PIRATE FEST 2010
SECURITY DEPOSIT AGREEMENT

As a participating vendor in the 2010 Gasparilla Pirate Fest , an additional security deposit fee of \$300.00(Three hundred dollars) will be charged. This security deposit fee is held to cover any incidental damages that may be caused by your operation at the stated event. Please remit this security deposit by separate money order or cashier's check.

Additionally, please note that the following products are PROHIBITED: styrofoam products, glass bottles, silly string, snap 'n' pops, or spray urine.

As a participating vendor at the 2010 Gasparilla Pirate Fest, I understand what is required of me to receive a refund of any security deposit.

Company Name: _____

Vendor Signature: _____

Date: _____

Total Security Deposit (s) Paid: \$ _____
One deposit per location