



**VENDOR/SPONSOR APPLICATION  
TOWN OF WINDERMERE TREE BOARD  
TREEBUTE & ARBOR DAY FESTIVAL**

Please check one of the following booth rental sizes. Booth size will be monitored.

10' x 10'	\$75.00	_____
10' x 20'	\$100.00	_____
10' x 30"	\$125.00	_____
10' X 40'	\$150.00	_____

\_\_\_\_\_ **Oak Sponsor: \$1,000**-Includes free 10 x 30 booth rental, Company name in EXTRA LARGE font and Logo on T-Shirts and Sponsorship banner, Free T-shirt. Company can hang their signage on band stand railing.

\_\_\_\_\_ **Sycamore Sponsor: \$500**-Includes free 10 x 20 booth rental, company name in LARGE font and logo on T Shirts and sponsorship banner, Free T-Shirt

\_\_\_\_\_ **Magnolia Sponsor: \$200**-Includes free 10 x 10 booth rental, company name on T-Shirts in MEDIUM font and free T-Shirt.

\_\_\_\_\_ **Red Bud Sponsor \$100**-Includes company name on T-Shirts in SMALL font and free T-Shirt.

Vendor/Sponsor Name: \_\_\_\_\_

Contact Person(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

Description of items to be sold or given away: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This Application, Vendor Contract, and **check or money order payable to Town of Windermere Tree Board, is due by January 16, 2014** to: Windermere Tree Board, c/o Theresa Myers, 2713 Tryon Place, Windermere, FL 34786. Questions? Email: [theresamyers@earthlink.net](mailto:theresamyers@earthlink.net) Mobile (407) 579-4621 Home Office: 407-876-4524

# VENDOR/EXHIBITOR CONTRACT

## WINDERMERE'S ANNUAL TREEBUTE & FESTIVAL

This Contract is between \_\_\_\_\_ ("Vendor/Sponsor") and the Town of Windermere Tree Board.

Each occurrence of the Windermere Annual Treebute & Festival" is referred to as the "Treebute"

### Section A. Grant of Space

1. Upon acceptance of the signed contract and receipt of payment, Town of Windermere Tree Board will grant Vendor/Sponsor the right to use a designated booth in the Treebute (the "Space") on January 18, 2014. **The Treebute will take place at Windermere Town Square, 520 Main Street, Windermere, FL 34786.**

### Section B. Laws and Permits

2. Vendor/Sponsor must comply with all relevant local, state and federal laws.
3. Vendor/Sponsor is responsible for obtaining and paying for any and all state business licenses, permits, and taxes that are required for its operation, including state sales tax.
4. If selling food or participating in climbs, bounce houses, Vendor/Sponsors must provide a copy of a valid Certificate of Liability Insurance naming **Town of Windermere and Tree Board, P.O. Drawer 669, 614 Main Street, Windermere, FL 34786** as an additional insured in order to participate in the Treebute. All highlighted information must appear on the Certificate of Liability Insurance.

### Section C. Use of Space; Vendor Conduct

1. Vendor/Sponsor use of the Space is non-transferable. Vendor/Sponsor may not allow any one else to use the Space without the express permission of Town of Windermere Tree Board. Vendors must staff their exhibits during the entire event from 10:00 a.m. - 4:00 p.m. Vendor set-up time is 7:00 a.m., Break-down time is 4:00 p.m.
2. Town of Windermere Tree Board offers no guarantees or warranties of any kind. The Treebute occurs rain or shine. No refunds or rain checks will be given. There will be no refunds whatsoever if any unforeseen acts of God, terrorism, or war result in the cancellation of the event.
3. The Space is provided as-is. Vendor/Sponsor is required to rent equipment or procure their own rentals, tents and tables. Vendor/Sponsor is responsible for supplying their own power source and water if needed. Limited electrical outlets are available near town square town hall. Vendor/Sponsor's should bring large outdoor extension cord to plug in. Vendors must supply their own generator(s) if their exhibit requires power and they have not arranged for an electricity hook-up from Town of Windermere Tree Board. Water hook-up is limited and Vendor/Sponsor should bring own hose with nozzle for watering plants or trees.
4. **Retail Vendor/Sponsor must weigh down tents with sand bags or water jugs. If tents are not weighed down properly, management may choose to remove them.**
5. Town of Windermere Tree Board will provide all entertainment, music and announcements via public address system. Vendors may not bring additional music or entertainment.
6. Vendor/Sponsor must keep its merchandise within the allotted boundaries of the Space. Space will be assigned and notification of allotted space given by Tree Board to Vendor one week prior to the Festival.
7. Vendor/Sponsor must be set up and ready for operation by 10:00 on Saturday (the official opening time of the Treebute) and must vacate the grounds by two hours after the official closing time of 4:00 p.m. at the festival on

Saturday. Vendor may not vacate the Treebute prior to the official closing time without the express permission of Town of Windermere Tree Board. All tables must be covered with tablecloths provided by vendor.

8. Vendor/Sponsor must remove all products and equipment within 2-3 hours following Treebute. It is at the Vendor/Sponsor's own risk to leave any equipment or product belonging to the Vendor/Sponsor on the Treebute site over night. Town of Windermere Tree Board will not be held responsible for any loss or damage to said product or equipment. There will be no security guards over night.
9. No vehicles are permitted in the Treebute after 10am or before 4pm during the Treebute's hours of operation (10am-6pm) merchandise must be transported by hand or on a small cart. Each vendor is responsible for his/her parking arrangements unless notified otherwise.
10. Vendor/Sponsor must remove their own trash from the Space and dispose of trash. Vendor/Sponsor must leave the space trash-free and in the same condition as when provided. Vendor/Sponsor will be charged \$150 penalty for any debris or trash left on site with photographic evidence.
11. Vendor/Sponsor must have signage clearly identifying the name of the vendor. Food vendors must have signage clearly listing food offerings and prices.
12. Vendor/Sponsor without signed contact shall not sell or give away food, beverages or product without prior approval. All submitted applications are subject to review by our selection committee.
13. Alcohol is not permitted in Windermere Town Hall Square park at this event.
14. Please bring recycling bins to encourage customers to reduce, reuse, and recycle.

#### Section D. Merchandise; Prohibited Items

1. Tree Board may inspect Vendor/Sponsor's merchandise at any time to determine that it is consistent with the merchandise represented in the application. Town of Windermere Tree Board may revoke this contract if Vendor/Sponsor's merchandise is not consistent with its application.
2. In accordance with Florida law, Vendor/Sponsor is prohibited from selling baby food, infant formula, or similar products or any pharmaceuticals, over-the-counter drugs, or medical devices. Vendor/Sponsor may only sell cosmetics if Vendor/Sponsor has an identification card identifying Vendor/Sponsor as an authorized representative of the cosmetics manufacturer or distributor.
3. Vendor/Sponsor is also prohibited from selling counterfeit items, unlicensed merchandise, guns, ammunition, alcohol, drug paraphernalia, items prohibited by Florida or federal law, or any merchandise that Town of Windermere Tree Board considers racist, discriminatory or offensive.
4. Our Treebute Arbor Day Festival goal is to use recyclable containers and products. Please choose recyclable containers as possible. All beverages should be sold in recyclable containers.

#### Section E. Indemnification and Release

1. Vendor/Sponsor will release and will hold harmless the Town of Windermere Tree Board from any and all claims arising from any injuries, losses or damages (whether to person or property) caused by Vendor/Sponsor, Vendor/Sponsor's merchandise, or Vendor/Sponsor's participation in the Treebute. Vendor/Sponsor agrees to indemnify Town of Windermere and the Windermere Tree Board from any and all expense arising because of any such claim.

#### Section F. Advertising

2. Vendor/Sponsor's must provide their company logo via Email in .pdf format if they elect to sponsor Treebute Festival.

- 3. Any Vendor/Sponsor wishing to do additional advertising must do so at its own expense. Any advertising must be approved by Town of Windermere Tree Board prior to publishing.

Section G. Causes for Denial of Selling Privileges; Disciplinary Actions

- 1. Any Vendor/Sponsor who seeks to evade, or refuses to make payment of, the proper rental fees will be denied selling privileges.
- 2. Use of racial or ethnic slurs, profanities, derogatory language and other inappropriate behavior will not be tolerated on the Windermere Treebute & Festival premises and will be cause for denial of selling privileges.
- 3. If Town of Windermere Tree Board learns of written or verbal complaints against a Vendor showing reasonably conclusive evidence that the Vendor has practiced deception by either: (i) displaying or selling merchandise packaged to misrepresent the quality or condition of such merchandise, or (ii) giving false information regarding the origin, variety, quality, condition or value of the merchandise, Town of Windermere Tree Board may revoke this contract or take other appropriate action.
- 4. Town of Windermere Tree Board may take appropriate action against any Vendor who fails to comply with relevant laws (federal, state and local), this Vendor Contract, or other rules established by Town of Windermere Tree Board. Such actions may include, but are not limited to, revocation of this contract, permanent denial of selling privileges, or other relief deemed necessary by Town of Windermere Tree Board.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Vendor Company Name

\_\_\_\_\_  
Vendor Address State Zip

\_\_\_\_\_  
Vendor Email Address

\_\_\_\_\_  
Date