

# Cocoa Beach Main Street Event Series

## 2018 EVENT POLICIES & APPLICATION

### GENERAL PROVISIONS

1. The purpose of the Main Street Event Series ("Friday Fest", "Event", "Event Series") is to bring community awareness to the City of Cocoa Beach as a live-able, family-oriented, attractive, safe, secure and sustainable residential and business friendly coastal community that supports local culture and education. The Event is intended to create a sense of place consistent with the City's vision and to support the local economy by featuring local craftspeople, artists, businesses and food purveyors. The Cocoa Beach Main Street (CBMS) Event Series is a family-oriented event intended to be appropriate for all ages including live entertainment; children play areas; and limited beer & wine sales for adults.
2. For purposes of this policy, a vendor is any person or entity applying to reserve the use of a booth location at the Event. A vendor may include a person or entity that sells goods, services or consumable items.
3. No goods, services or consumable items restricted for sale by Federal, State or local age limitation laws shall be sold or distributed at a CBMS event by any vendor.
4. Vendors do not include groups promoting political issues, candidates running for elected office nor petition organizers for ballot initiatives.
5. Conduct by individuals including, but not limited to vendors and attendees, which is inconsistent or in conflict with the purpose of the Event will not be tolerated.
6. The distribution of printed materials, handbills, posters, petitions for signature, or other related items, and solicitation of Event attendees for political gain is not permitted within the area specifically designated by the City for the Event.
7. A limited number of vendors may be approved by CBMS for an Event. Vendors will be required to fully complete an application provided by CBMS before being authorized to purvey at an Event. Vendors will be approved on a first-come, first served basis. The number of vendors for any Event shall be limited by the number of designated booth spaces allocated by CBMS for the Event. Vendors will only be permitted to work within a designated and assigned booth space.
8. To avoid vendor duplication at a CBMS Event, CBMS reserves the right to limit the number of common type vendors. This will help provide a commercially viable opportunity to successfully promote vendors businesses and add value to the Event. For example, if CBMS has already accepted and approved a taco vendor application for a particular Event, CBMS has the right to deny an application for another taco vendor for that particular Event.

9. CBMS reserves the right and discretion to establish a limit on the number of certain types of vendors per Event. Additionally, CBMS also reserves the right and discretion to establish an appropriate number of booth spaces based on a variety of Event factors including, but not limited to, the size and lay out of the area designated for the Event, past community support, the Event theme or other logistical and administrative reasons. (crowd control, safety, and any other public health and welfare factors)
10. New vendors must be approved by the Director or Designee. Approval may be subject to reasonable time, place and manner restrictions and conditions depending upon a variety of Event factors including, but not limited to, the size and layout of the Event, scheduled Event activities, applicable laws and regulations, potential negative or adverse impacts of the vendor on Event attendees and other vendors, and other public health, safety, welfare, environmental and administrative considerations.
11. Completed vendor applications shall remain on file with CBMS for one year. During this period, vendors are required to keep their respective applications updated with current information if they desire to participate in an Event. However, new applications are required annually.
12. Booth payments must be received 3 days before event to guarantee booth space.
13. Payments received day of event will incur a \$10.70 late fee (includes tax).
14. Booth space will not be assigned or reserved without payment.
15. Booth location requests will be considered but never guaranteed.
16. All payments must be in the form of Cash, Credit Card or Check made payable to “Cocoa Beach Main Street”.
17. Booths must be set up and ready for inspection by 5:00p and must remain so until 10:00p.
18. Set-up begins at 4:00p – all transport vehicles must be moved and parked by 5:00p.
19. Vendors must check in with staff upon arrival and set up where instructed. Special instructions may be provided by City staff if applicable. Vendors are required to abide by special instructions.
20. Vendors must provide their own table, chairs, lights and staffing.
21. Vendors must be properly licensed to the extent required by law. The sale and/or use of any goods and services by the Vendor must be in compliance with applicable laws. The sale and/or use of illegal products and materials is prohibited.
22. Tents & lighting are optional. All tents must be properly secured & anchored.

23. Electricity is available in most locations upon request. 110w Lights only.
24. Vendors are responsible for providing their own electrical cords (16 gauge/150 ft minimum).
25. All vendors must stay within their assigned area.
26. Amplified sound is not permitted unless previously approved by Event Director or Designee.
27. Vendors are not to block or restrict the flow of pedestrian traffic.
28. Vehicles are strictly prohibited within the event footprint between 5:00-10:00p.
29. Vendors who leave early may lose right to exhibit at future events.
30. Only a CBMS or a City approved non-profit organization may sell alcohol at the event.

#### EVENT DIRECTOR DECISIONS AND GRIEVANCES

The Event Director or Designee is fully authorized to make decisions regarding all aspects of the event. The Event Director or Designee also has the right to deny, suspend, revoke or prohibit booth space and/or Event attendance privileges to any person or entity that:

- A. fails to comply with the CBMS policies;
- B. previously made material misrepresentations or fraudulent claims/statements in Event applications to CBMS or The City of Cocoa Beach regarding conduct and activities related to the Event;
- C. has not complied or cannot comply with applicable license requirements, laws, ordinances or regulations of the city, county or state concerning the sale or offering for sale of any goods or services;
- D. proposes or engages in any use or activity that is prohibited by federal, state or local statute, ordinance, or regulation;
- E. engaged in conduct at previous City events that proved to be illegal, violent, belligerent, unprofessional, obscene, lewd and lascivious, or otherwise a serious threat to the general health, safety or welfare of the public and/or event organizers;
- F. resulted in claims being filed against the City for damages or personal injuries as a result of actions or omissions of the person or entity or any of their contractors, employees or persons under their control;
- G. resulted in the City incurring damage to City property or injuries to City employees or contractors; or
- H. has previously received an excessive amount of verifiable complaints from Event attendees and other vendors related to the disruptive and/or dangerous way that person or entity conducts themselves at previous Events.

Any person or entity aggrieved by a decision of the Event Director or Designee shall have a right to present the grievance to CBMS for consideration, provided that the request for such review shall be in

writing within five (5) days after the decision of the Event Director or Designee. The written notice shall identify with specificity the subject decision and basis under which the person is claiming a grievance and/or error. The person or entity will be permitted to present the grievance in writing and/or in person at a time scheduled by the CBMS. CBMS shall have the right to uphold, modify, or reverse any such decision. CBMS's decision shall be considered a final decision. If a person fails to timely request a grievance determination by CBMS, the person or entity shall have waived the right to grieve the subject decision and the Event Director's or Designee's decision shall be considered final.

#### WEATHER CANCELLATION POLICY

In the event of inclement weather, the Event Director or Designee may decide to cancel Event. As Florida weather can be unpredictable, the Event Director or Designee will not pre-emptively cancel an event unless it is certain that conditions will render the event a total loss. If an event is canceled prior to the designated start time, notification will be posted immediately on city social media pages and staff members will do their best to reach out to all registered vendors directly in a timely manner. It is the vendor's responsibility to ensure that all contact information is correct and up to date.

#### IF THE EVENT IS CANCELLED PRIOR TO THE DESIGNATED START TIME:

Vendors have the option of receiving full credit for the next scheduled event or a refund of their booth fees.

#### IF THE EVENT IS CANCELLED AFTER THE DESIGNATED START TIME:

Vendors who have checked in will be awarded credit for the next event. No refunds will be given for events canceled after their designated start time.

#### VENDOR CANCELLATION POLICY

If a paid vendor is unable to attend an event, they must notify the CBMS office immediately. If notification is given prior to start of the event, the vendor may receive credit to use at another Event of their choosing. See Credit policy below.

#### CREDIT POLICY

Credits may be applied to any Event within one calendar year. Vendor must specify this date at the time the credit is extended. Vendors seeking to extend credit beyond their selected date must notify CBMS office no less than 10 days prior to the event.

#### REFUND POLICY

REFUNDS ARE NOT GUARANTEED. No refunds will be given for events canceled after designated start times. All refund requests must be submitted in writing and are subject to the approval of the Event Director or Designee. The following refund schedule applies for vendor cancellations prior to the event:

10 days prior to event: eligible for full refund

9-4 days prior to event: eligible for 50% refund

3 days or less: not eligible for refund

#### FOOD VENDOR REQUIREMENTS

Food vendors must submit a copy of their menu, food license and certificate of insurance, and follow state rules regarding set up, including the possession of a proper fire extinguisher. A K-class fire extinguisher is required if cooking with grease. Vendors must provide their own trash can liners. At the end of the event, Vendors may tie up the bags and leave for the clean-up crew. **NO GREASE ON THE STREET!** All vendors are expected to keep safety as their number one priority. Department of Health and/or Fire Department Inspectors may visit at any time and all vendors must comply. Updated menu, licenses & certifications must be submitted with annual application. Any menu changes must be submitted for approval prior to event.

#### INDEMNITY AND HOLD HARMLESS

Vendors shall be solely responsible for their own actions and omissions during the Event, and the actions and omissions of any employees, officer, volunteer, and contractor under their control or direction during the Event. To the extent permitted by law, Vendors shall indemnify, defend, and hold harmless CBMS and the City of Cocoa Beach its employees, officers and contractors from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Vendor or any of its officers, employees, or volunteers which may occur during or which may arise out of the Vendors participation in the Event. The City of Cocoa Beach will assert the defense of sovereign immunity as appropriate under Section 768.28, Florida Statutes, and any other applicable immunity in all cases.

#### JURISDICTION AND VENUE

To the extent that any legal dispute or action between the vendor and the City regarding the vendor's participation in an Event, the laws of Florida shall apply. Venue shall be in Brevard County, Florida.

#### POLICY AMENDMENTS

The CBMS reserves the right to amend this Policy, in writing, at its discretion at any time. Vendors shall be required to comply with any amendments as a condition of participating in Events.

#### PAYMENT

Payments must be Check, Cash or Credit Card and can be made by mail or in person. Checks must be made payable to "Cocoa Beach Main Street".