

GUY FAWKES KISSIMMEE .com

NOVEMBER 8th, 2014 5:00PM – 10:00PM

VENDOR AGREEMENT for “Guy Fawkes Kissimmee” Formosa Gardens Blvd, Kissimmee, Fl 34747

Concession spaces are available for a charge of \$250 for a 10 x 10' space before May 30 it is \$200. No food or alcohol sales permitted under this agreement. Authorization to sell products requires separate permission (on a case by case basis) from ORB INC.

Vendors will be provided 1 6ft table and 2 chairs. Vendors must provide all necessary displays, signage, and canopy. Electricity is available at this site but only with prior arrangement and on a limited basis.

This is a rain or shine event unless such extraordinary weather is forecast to create unsafe conditions for the public in general. ORB INC will have the sole discretion to cancel the festival if forecasted weather conditions are deemed to be unsafe. **No refunds** will be granted due to weather conditions or festival cancellation.

Festival management will make final determination of space assignments. If you are physically disabled, please let us know if any special accommodations are needed.

Please complete and sign this 5 page application/agreement and send to the ORB INC office along with your space payment as soon as possible. Space will be limited. Applications cannot be accepted after October 20th

Company: _____

PLEASE PRINT

Contact: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____

Cell: () _____ E-mail: _____

Required as all information will be emailed.

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Please describe the nature of the service to be promoted, Please be specific and continue on the back if necessary.

NO ALCOHOL SALES PERMITTED

DESCRIPTION	Qty.	# Days	ADVANCE ORDER	EVENT DAY ORDER	TOTAL
0-2500 watts = (1) 20 amp circuit			\$35.00	\$45.00	
2501-3500 watts = (1) 30 amp circuit			\$50.00	\$60.00	
3501-4500 watts = (1) 40 amp circuit			\$75.00	\$85.00	
4501-5500 watts = (1) 50 amp circuit			\$100.00	\$110.00	
SPIDER BOX = (6) 20 amp circuits			\$150.00	\$165.00	
OTHER SPECIAL REQUEST					
TOTAL ELECTRIC SERVICE					

Please specify raffle prize:

_____ My check for \$250 payable to **ORB Inc.** is enclosed for a single food vendor space.
\$200 before May 30th.

_____ Please charge my credit card for vendor space/permit fee: _____ Visa _____ MC _____ Amex

Please Print: Name on Card _____

Card Number: _____

3 Digit code on back of card: _____ **Billing Zip Code:** _____ **Exp. Date:** _____

I am a duly authorized representative of the aforementioned company and agree to follow all Event terms, guidelines, safety, security and health regulations, and all applicable local, state, and Federal laws and regulations. It is strongly recommended that vendor/exhibitors carry their own insurance policy to cover their actions and to comply with any applicable insurance requirement of the Osceola County Health Dept. and the State of Florida. ORB INC. is not responsible for loss or damage to vendors or their general or product liability. By applying to exhibit at Guy Fawkes Kissimmee, all vendors/exhibitors and their personnel waive any claim against and agree to hold harmless, ORB Inc., Formosa Gardens Landtrust, Formosa Developers Inc, Formosa Gardens Homes, their directors, administrators, officers, agents, employees, volunteers, other participants, any sponsor, partner, owner or lessors of premises from any and all liability for damages or injury incurred during participation in the Guy Fawkes Kissimmee festival.

Signature _____ Date _____

MAIL the six page signed application and payment to: ORB Inc. 3700 34th Street, Suite 300C, Orlando, FL 32805 or fax w/credit card info to 407-650-3443. **QUESTIONS?** info@floridalinkcorp.com **SET UP TIME** 10:00-3:00 pm.

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NOVEMBER 8th, 2013 5:00PM – 10:00PM

**VENDOR AGREEMENT for “Guy Fawkes Kissimmee”
Formosa Gardens Blvd, Kissimmee, Fl 34747
2014 NON-FOOD VENDOR GUIDELINES**

This agreement is legally binding. Please read it carefully.

VENDOR shall comply with all applicable safety, security and administrative regulations of ORB INC as well as provisions of the FOOD VENDOR'S Guidelines.

This agreement does not permit VENDOR to sell items, please contact us directly as this is approved on a case by case basis at the discretion of ORB INC and only with prior approval. No event day modifications.

No alcohol or food is authorized to be sold under this agreement and VENDOR shall only be permitted to give away wrapped candies or promotional items unless otherwise authorized.

ORB INC reserves the right to remove any VENDOR if ORB INC determines that the VENDOR has not conformed to the rules and regulations of this contract or has misrepresented its product/service. In such instances where contract violations result in removal of VENDOR, all fees shall be forfeited by the VENDOR. ORB INC reserves the right to exclude certain VENDOR products or services and retain the right to assure reasonable pricing for items of sales.

Cancellation Policy: If this Agreement is cancelled by the VENDOR, the following is the schedule for refund of deposit:

<u>Cancellation Date (On or Before)</u>	<u>Refund (% of Deposit)</u>
Within 2 weeks of contract signing	50%
After 2 weeks of Contract signing and before July 1, 2014	25%

Deposits cannot be refunded for cancellation requests received after July 1, 2014.

VENDOR agrees to notification and correspondence now and in the future by the email address provided with their application or substitute email address as provided by the VENDOR. All notifications from ORB INC will be conducted by email.

GENERAL EXHIBITOR TERMS AND CONDITIONS:

VENDOR will be responsible and liable for delivery, handling, assembly, and removal of all supplies, materials, trash and fixtures. Fixtures and materials cannot be packed or removed until the close of the festival at 10:00 pm, November 8th, 2014. VENDOR will only be permitted to set-up their space between 10:00 and 3:00 pm on November 8th, 2014. Vendor automobiles are not permitted on the field. Delivery of supplies may be assisted by golf cart delivery

There is limited electricity available at this site and only with prior approval will it be provided. No last minute changes will be permitted so please notify ORB INC of requirement along with this agreement.

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ORB INC shall not be responsible, or liable, for loss or damage of any kind to VENDOR property or goods. VENDOR is responsible for satisfying any and all applicable local, state and federal tax, health and safety requirements, laws and regulations.

ORB INC will provide 1 6ft table and 2 chairs with this agreement. NO canopies are available for borrow or rent. If a canopy is to be used, VENDOR will provide their own as part of their set-up. All canopies must have proper weights to hold them in place in case of windy weather. Weights must be removed at the end of the festival day. Signage cannot extend beyond the boundaries of assigned exhibit space. This is a rain or shine event unless such extraordinary weather is forecast to create unsafe conditions for the public in general. ORB INC will have the sole discretion to cancel the festival if forecasted weather conditions are deemed to be unsafe. No refunds will be granted due to weather conditions or festival cancellation.

INSURANCE: VENDOR agrees to comply with any applicable insurance requirement of the Osceola County Health Dept. and the State of Florida. ORB INC is not responsible for loss or damage incurred by VENDORS or their general or product liability. By applying to be a Vendor at Guy Fawkes Kissimmee, all vendors and their personnel waive any claim against and agree to hold harmless the ORB Inc. Formosa Gardens Landtrust, Formosa Developers Inc, Formosa Gardens Homes, their directors, administrators, officers, agents, employees, volunteers, other participants, any sponsor, partner, owner or lessors of premises from any and all liability for damages or injury incurred during participation in the Fall Festival.

COMPLIANCE WITH APPLICABLE LAWS: VENDOR understands its activities for the festival must comport with all applicable local, state and federal laws that ORB INC may receive from higher authorities and are therefore subject to modification by Floridalink upon notification to VENDOR.

CONFIDENTIALITY: ORB INC agrees information about payment and in-kind support received from VENDOR pursuant to this contract is confidential and its disclosure would cause harm to VENDOR'S competitive position in the industry. Accordingly, ORB INC will treat the financial contents of this contract as confidential in the event of any request by a third party for its release.

DISCLAIMER: Neither this Agreement, nor the exchange of benefits described herein, constitutes an official endorsement by either Guy Fawkes Kissimmee or ORB INC for the VENDOR, its sponsors, products or services.

ENTIRE AGREEMENT: The Agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any and all prior agreements, communications, or representations, whether oral or written. The Agreement may not be amended, altered modified or changed except in writing signed by both parties hereto.

VENDOR _____

Date _____

ORB INC _____

Date _____

Guy Fawkes Kissimmee

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, AND VENDOR PARTICIPATION CONSENT AGREEMENT (“AGREEMENT”)

In consideration of participating as a vendor in Guy Fawkes Kissimmee, I represent that I understand the nature of festival events and that I am qualified to participate in such an Activity. I fully accept and assume all risks associated with participating as a vendor, and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue, ORB Inc. Formosa Gardens Landtrust, Formosa Developers Inc, Formosa Gardens Homes, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, partner, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASES” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “Releases” or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the “Releases”, I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND VENDOR PARTICIPATION CONSENT AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Vendor/Exhibitor

Signature of Vendor/Title
(must be 18 years of age or older)

Date