



Riviera Market at Marina Village

Vendor Application and Guidelines



Business Name: _____

Name: _____

Telephone#: _____ Cell Phone Used at Event: _____

E-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Your Website/Facebook: _____

*****As a participant in the Riviera Marina Market it strongly recommended that you promote your participation and product on both your Facebook page and the Riviera Market at Marina Village Facebook. *****

Please Select Category

- Farmer/Grower: must provide a copy of license
- Food: Licensed Kitchen address: _____
- Artisans: Artists/Crafters; Cottage Industry Vendors
- Commercial Vendor: Commercial/Retailor Reseller

Fish Food Farmer/Grower Artisans Special Guest Commercial Vendor

*******Please include your product and booth display for consideration. Food vendors and Amusement vendors must provide a valid License and Certificate of General Liability Insurance *******

List of products sold, displayed, distributed or demonstrated:

Please Select Booth Space

- Farmer /Food / Plants / Day / Monthly - \$30.00 / \$100.00
- Commercial / Artisan / Day / Monthly - \$35.00 / \$120.00

Number of 10 x 10 Spaces: _____

******Please note limited power is available: Contact us regarding available power usage******

Complete application packet includes: Photos, signed Agreement, Waiver & Application

Email Submissions to: rivieramarinamarket@gmail.com

Personal/ Mailed Submissions to:

ATTN: Alisa Hall

RBCRA, 2001 Broadway Ste. 300, Riviera Beach, FL 33404

We Accept Money order, cashier's check, debit or credit cards.

Make checks Payable to: Riviera Beach Community Redevelopment Agency



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ALCOHOL

- Alcohol shall not be sold without the written approval from RBMEC Events.
- Proper permitting should be submitted at the time of application.

APPLICATION SUBMISSION

- Please submit your photos, signed Agreement, Waiver, and completed Application
- Email Submissions to: rivieramarinamarket@gmail.com
- Personal/ Mailed Submissions to: RBCRA, 2001 Broadway Ste. 300, Riviera Beach, FL 33404
- We Accept Money order, cashier's check, debit or credit cards. Make checks Payable to: **Riviera Beach Community Redevelopment Agency**

CANCELLATIONS

- There will be no make ups for rain outs or low attendance days. Groups who do not provide 24 hours' notice of cancellation will be considered "no shows" and will not be eligible to return during the 2017-2018 season for any further scheduled dates.
- Barring dangerous or life-threatening conditions, Event will be held rain or shine. (Unless a rain date has been established.) There will be no refund for inclement weather, failure to show, emergency cancellation, or any reason other than the rejection of your application. If Event is canceled for any other reason, contact the event owner for more info.

CODE AND COMPLIANCE

- You are required to conduct yourself in a safe, courteous and professional manner. If you should have an issue with the event or a fellow vendor, promptly bring the matter to the attention of RBMEC Events so that we may attempt to remedy the situation. Unprofessional conduct that may be detrimental to the event including disparaging or derogatory comments made to patrons or fellow vendors regarding the event, its staff, promoters and or sponsors may result in your expulsion from the event and further subject you to civil litigation for damages.
- Failure to comply with the Rules and Regulations governing this event may result in your expulsion from the event without refund in addition to being barred from future events. Respectful cooperation with local authorities is mandatory (i.e. State, County, & City Employees, Event Staff and Volunteers).



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- Exclusivity will not be granted to any one vendor; however, precautions will be taken to limit duplication of similar items. Sales will be restricted to those items listed on your approved application. You will be notified prior to acceptance if any of your listed items are required to be removed from your item list. Only sponsoring companies or entities may request.

FEES/PAYMENT

- All fees must be paid in full prior to occupying booth space. Possession of an unpaid booth space shall be construed as theft.
- Booth Fees are non-refundable, with the exception of your application being rejected; your check will then be marked void and destroyed. Please provide a self-addressed stamped envelope if you wish to have your voided check returned to you.
- **Returned Check Fee:** Checks returned by the bank will be charged against the issuer in accordance with Florida law.
- **Stop Payment:** The issuance of a stop payment, hold, chargeback, reversal or cancellation of payment shall be construed as theft and may result in criminal prosecution or civil litigation to recover treble damages of fees and costs of collection.

FIRE EXTINGUISHERS

- **Fire Extinguishers:** It is recommended that all vendors have a fire extinguisher at their booth. It is however, Mandatory that All Food & Amusement Vendors have adequate fire extinguishing equipment at their booth space with current certification tag attached and ready for inspection by the Fire Marshal, this includes a Class K extinguisher if fryers are used.
- Confirmation or rejection of acceptance will be sent via e-mail or US Mail if requested and your S.A.S.E. is provided. Submission of an application does not guarantee your acceptance. Application fees are non-refundable. Checks may be cashed upon receipt. If your check is cashed and you are later rejected, your booth fee will then be promptly refunded.



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- **GENERATORS:** Only pre-approved quiet Inverter Type Generators will be permitted. If your generator is deemed by Event Staff to be disruptive or hazardous to your neighbors or the event, you must agree to immediately discontinue its use.

INSURANCE AND LICENSES

- The event does not offer nor provide individual vendor insurance coverage.
- Vendors are solely responsible for maintaining their compliance with relevant state, local, and federal health regulations, codes, licenses, and insurance.
- Vendors must provide a valid copy of their business license and are required to maintain a general liability insurance policy with a minimum coverage of \$1,000,000/\$2,000,000
- Prior to your acceptance you will be notified and asked to supply a Certificate of Insurance naming RBMEC Event 190 E.13th St. Riviera Beach FL 33404, each as Additional Insured.

LIMITED LIABILITIES

- RBCRA Events reserves the right to move, discontinue, or limit the participation of any approved applicant at any time.
- Photos or video including sound, may be taken at this event of you, your booth, and or your products or works and used to promote this and future events by RBCRA Events and or its affiliates without compensation or benefit to you.
- Event hours or days may be changed or adjusted due to forces of nature or occurrences beyond our reasonable control. Such changes will not be considered a breach of this agreement and will not constitute grounds for a refund.
- This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida, without giving effect to the principles of its conflict of law provisions. The Parties to this Agreement agree and consent to the jurisdiction of, and venue in the state or federal courts of Florida in all disputes arising out of or relating to this Agreement. If any provision of this Agreement is declared invalid or void by statute or judicial decision, any such action shall not invalidate the entire Agreement. It is the express intention of the Parties that all other provisions not declared invalid or void shall remain in full force and



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effect. This Agreement shall be deemed as drafted by both of the Parties and, thus, shall not be construed against any Party because that Party initially drafted any particular section, term or provision.

- Signature used to secure booth space, whether created by hand or electronic device and or delivered via facsimile, email, electronic device or any other means, shall be deemed an original signature and shall carry the same authorization hereto.
- Enforcement of these rules and regulations - terms and conditions are at the sole discretion of RBMEC Events. Failure to enforce said terms and conditions shall not be grounds for breach of contract. RBMEC Events reserves the right to make final interpretation of all event rules.

PACK UP

- No early pack up! Vendors are required to remain open until the Market is officially over. Breakdown must be completed by 2PM. Please start packing up your booth before bringing your vehicle to the market's perimeter.
- Clean Up: Vendors are responsible for removal of all trash & waste from their booth. If your Space requires cleaning by Event Staff, a \$50 Clean-up fee will be charged to you.
- All boxes, crates and containers must be taken with you for disposal. No item(s), including but not limited to trash, boxes, displays, canopies, vehicles, trailers, etc., are to be left behind.
- Failure to comply with trash removal may result in the issuance of a citation and the loss of future participation at the market.

SET-UPS/ SPACE ASSIGNMENTS

- Space assignments: Vendor Spaces are assigned on a first come basis relating to the date your application and payments are received in addition to other criteria such as category type, booth appearance and what we believe will best enhance the event.
- Power may be available in certain spaces but it is in no way guaranteed. If power is a necessity, be sure to bring this to our attention so that we may attempt to accommodate your power needs. Additional fees for power usage may apply.



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- Vendor shall not relocate, move, switch or trade booth space without the express consent of RBMEC Events. The use of amplified sound must be pre-approved by RBMEC Events and may not be disruptive to neighboring booths.
- Your signage cannot be displayed anywhere within the event other than at your assigned booth.
- Your canopy must fit within your booth space and be constructed to withstand inclement weather conditions.
- Canopies must be adequately weighted and or tied down. Vendors are solely responsible for all damages caused by their canopies. Failure to properly secure your canopy may result in your removal from the event, forfeiture of your booth space and or subject you to being cited or charged with causing a public safety hazard by local law enforcement.
- Canopies must have an attached label or tag affirming it was manufactured of flame-retardant materials.
- Canopy Size: Canopies larger than 10'x10' may require an additional permit at certain venues. (Please inquire if over 10' x 10')
- Open Flames or cooking with open flame is prohibited under canopies next to other vendors, e.g. barbeque, smoker, etc.
- Umbrellas: Free standing or weighted shade umbrellas are prohibited due to concerns over event insurance liabilities.

SALES /TAX

- Vendors are responsible for collecting and reporting their own sales tax.
- Approved Applicants agree to sign a WAIVER OF LIABILITY before occupying a booth space.
- Bank of money for event: Your organization is responsible for bringing your own banks for change. The Riviera Market staff will not have any change to provide any organization at the Market

SECURITY

- There will be security officers assigned to the Riviera Market. The officer is there to make sure that the event is safe.
- Please contact the security officer should you or any volunteer have any problems with patrons throughout the morning.
- The officer is also available to walk the designated money person to their car or bank safely if needed.



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- Although security may be provided, Vendors are fully responsible for their own personal property and wares.

VENDOR/ BOOTH AGREEMENT

IMPORTANT! Organizations are required to bring their own (10x10) tent, table and chairs. The City will NOT PROVIDE. We encourage you to decorate your area.

- All vendors must arrive at the Riviera Market between 7:00 am & 7:45 am and be prepared to stay until 2pm (close of the Greenmarket). Any organization leaving the booth vacant prior to 1pm WILL NOT BE INVITED BACK.
- NO Subletting or Sharing of Space Allowed.
- Vendor will provide their own canopy, tables, chairs, booth lighting, extension cords, displays, signage, etc.
- Vendor may only sell or work from the confines of their booth. If more space is required, please purchase additional space.
- Vendor shall not call out to, interfere with or solicit patrons at neighboring booths.
- Vendor selling items not approved on their application may be subject to one or more of the following: Confiscation of the unapproved item(s), a monetary fine of \$200.00 (payable on demand), and or your expulsion from the event without refund.
- The Sales of Fire Arms, Tobacco, Weapons, Obscene Materials, Stolen Merchandise, and Illegal Paraphernalia are strictly forbidden.

VENDOR PARKING

- Vendors must park in designated vendor parking areas only. Vendors are not permitted to park in the public parking spaces during market hours. Vendors violating these parking rules may be towed at their own expense or banned from vending at the market.

VOLUNTEERS

- All volunteers must be 18 years of age or accompanied by a parent/guardian at all times.
- Your organization must have 2 volunteers (minimum) in the booth at all times.
- All volunteers should be wearing a properly marked shirt with the organizations logo/name displayed on the shirt.

***** IF YOU DO NOT UNDERSTAND THIS AGREEMENT, SEEK CLARIFICATION FROM A LEGAL ADVISOR. ******



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Florida's Dynamic
Waterfront Community

I, the undersigned, acknowledge that I have read and fully understand this agreement, and that I voluntarily executed the same without inducement or promise not contained herein

For myself and on behalf of my staff, employees, helpers, partners, volunteers, friends, family members and or spouse who accompany me at this event. I further understand that this agreement may affect my rights and I expressly agree that this agreement shall be construed as broadly as permitted by the law of the State of Florida, and that if any part hereof is declared invalid, the remainder shall remain in full force and effect.

Full Name -
Please Print

Signature

Date: _____