

2023 VENDOR TERMS AND APPLICATION APPLICATIONS DUE BY DECEMBER 2, 2022

The Marion County Dr. Martin Luther King, Jr. Commemorative Commission, Inc. presents the Dr. Martin Luther King Jr. Day in the Park featuring a variety of live entertainment and vendors in celebration of American civil rights leader Dr. Martin Luther King Jr.

EVENT SUMMARY

Event Date/Time: Monday, January 16, 2023, 10 a.m. – 2 p.m.

Location: Webb Field, 1501 W. Silver Springs Blvd. Ocala Florida 34475

Vendor Setup: 6 – 8 a.m. **Vendor Breakdown:** 4 – 6 p.m.

Applications Due: December 2, 2022, 5 p.m. EST. A late fee of \$25 for past due applications/payments.

Contact: Please visit our Facebook page for event information or call 352.208.0819 for assistance.

1. PAYMENTS

- The attached vendor application outlines the required documents, fees, terms, and conditions for vending at the event. Your completed application and fee must be received no later than Friday, December 2, 2022, at 5 p.m. EST. Please mail your check or money order, made payable to Marion County’s Dr. Martin Luther King, Jr. Commemorative Commission, Inc., P.O. Box 171 Ocala, FL 34478.

2. VENDOR TERMS AND CONDITIONS

- Marion County’s Dr. Martin Luther King, Jr Commemorative Commission, Inc. (MLKCC) reserves the right to select vendors that contribute to the quality and message of this event. MLKCC may conduct random audits of Vendors’ inventory and operations. Vendor space is limited to the capacity of the venue and at the full discretion of MLKCC. This application does not constitute acceptance as a vendor.
- Approved vendors will be issued a vending permit package by MLKCC. All approved vendors will be required to display their vending passes prominently at their vendor booth or vehicle. Vendors operating without a pass will be prohibited from vending, and any existing operations will be shut down.
- Vendor locations are assigned by the Vendors Committee. Changes will not be made at the event. Vendors may only operate at assigned locations. Locations are subject to change.
- Your vendor location includes the measurement you select in your application and all displays and items must fit within that defined space.
- Vendor shall not set up or park on City Right of Way unless the Right of Way has been closed by the City MOT (Maintenance of Traffic) for the event.
- All vendors are responsible for providing their supplies including, but not limited to, fire extinguishers, trash cans, trash bags, tents, tables, and chairs.
- Vendors are not permitted to stake into the ground. Vendors must weigh down all (4) four tent legs to secure tent from wind. Tent weights are available for purchase at retailers, such as amazon.com.
- Vendor shall be responsible for the obtainment of all required health permits and occupational licenses.

- Vendors are responsible for maintaining their vendor space and adjacent areas during and after the event in the event dumpsters at either end of Webb Field (cardboard boxes must be broken down). Booth space should be left clean after tear-down.
- Appropriate, family-friendly behavior, dress, and merchandise are required and will be determined at the sole discretion of MLKCC
- Vendor agrees to abide by all city, state, and federal rules and regulations applicable to its activities at Marion County's Dr. Martin Luther King Day in the Park.
- Vendor setup is from 6 – 8 am on Monday, January 16, 2023, and setup must be completely set up by 8 am.
- Driving onto Webb Field is only permitted by official vehicles and approved food vendors. No other vendor shall enter or drive on Webb Field under any circumstance.
- All vendors must shut down by 4:00 pm. Vendor loading will not begin until all event attendees have cleared the area. All break down must be complete by 4:00 pm.
- All accepted vendors are asked to provide 1 item for MLK Trivia.
- **No explosives, fireworks, or incendiaries of any kind. No weaponry is permitted for use or sale.**

3. CANCELLATIONS

- For the safety of participants and spectators, if weather or other unforeseen events occur that are out of our control, Marion County's Dr. Martin Luther King, Jr Commemorative Commission, Inc. reserves the right to cancel scheduled events or parade. Application fees are non-refundable. If canceled, there are no alternative dates.

4. POWER

- Vendors requesting power should indicate that on their application before the event.
- **Power is limited and not guaranteed.**
- Vendors must provide their own electrical supplies (extension cords/cord covers for service).
- The use of a generator is permitted. All generators must be quiet and non-fume emitting and meet Fire Safety Guidelines. Please contact the Ocala Fire Marshall at 352-629-8513 for questions regarding generator safety.

5. TENT VENDORS

- Vendor setup is from 6 – 8 am on Monday, January 16, 2023. Vendors should enter the Vendor Drop off at the Hampton Center entrance (1501 W Silver Springs Blvd.) and proceed forward to the drop-off zone to quickly unload.
- Volunteers and City staff will be on site to direct you. The City of Ocala will provide transportation from the drop-off areas to your assigned location as needed. Once unloaded, vendors should proceed to vendor parking located at 1510 NW 4th Street (E.D. Croskey Center parking).
- Vendors must be unloaded and set up no later than 8:00 am. Late arrival will forfeit your participation in the event, without a refund. All vehicles must be removed from the field by 8 am and parked at Vendor parking located at 1510 NW 4th Street (E.D. Croskey Center parking).
- All vendors must shut down by 2:00 pm.
- Cottage food (pastries, jams, jerkies, jellies) vendors may be accepted as a tent vendor under certain circumstances.

6. NON-PROFIT VENDORS

- All non-profit vendors must submit with application, their valid 501c3, 6, or 8 to receive a discounted vendor fee of \$25.00. Applications without valid documentation will be charged \$75.00. No exceptions.
- Food preparation and sales are not permitted by non-profit organizations and will be categorized and subject to the guidelines and fees of food vendors.

7. FOOD VENDORS

- Food trucks must arrive during the setup period from 6 – 8 am and enter through the NW 12th Avenue gate. This gate is located at the southern dead end of NW 12th Avenue, past the Barbara Gaskin Adult Activity Center. Vendors should be ready for service by 9:30 a.m.
- **The use of Styrofoam is strictly prohibited in City of Ocala public parks. We encourage you to purchase recyclable plastic/paper products for use.**
- **Alcoholic beverages are strictly prohibited.**
- Food trailers and/or carts will be required to disconnect their vehicles and drop their carts/trailers at their assigned vendor space. Vehicles must be parked in event parking at ED Croskey Center.
- Vendors are NOT permitted to use charcoal. Vendors must provide for storage and removal of oil. The dumping or spilling of charcoal/grease/oil onto park property (venue) is strictly prohibited and carries a \$100 fine. The vendor must provide storage and disposal of grease/oil according to the Ocala Fire Rescue requirements.
- Food truck vehicles will NOT be permitted to leave the location until the event zone is free of event attendees. Staff will instruct food trucks when to depart and they will exit through the NW 12th Ave. exit.
- Vendors should meet state fire regulations for mobile food dispensing vehicles (MFDV). A Fire Marshall will contact you before the event to assess your compliance. If you have any questions about complying with food truck fire regulations, please contact the Ocala Fire Marshall at 352-629-8513. These items (but not limited to) may be required to meet state MDFV fire regulations:
 - An up-to-date ABC Fire Extinguisher
 - An up-to-date Class K Fire Extinguisher
 - A fire suppression hood
 - A water tank
- Failure to meet any of these conditions may disqualify your participation in the event.

8. INSURANCE AND LICENSING REQUIREMENTS FOR FOOD VENDORS

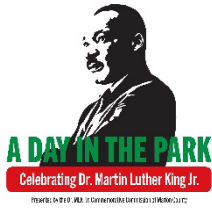
- Vendor at sole cost and expense, shall procure, maintain and carry in force throughout the term of this Agreement, the following levels of insurance coverage. Coverage must be licensed in the State of Florida. The vendor shall additionally list Marion County's Dr. Martin Luther King, Jr. Commemorative Commission, Inc. P.O. Box 171, Ocala, Florida 34478. on the policy as additionally insured. The vendor should have general liability insurance covering all damages caused by the Vendor or his employees, equipment, or products in an amount equal to \$1,000,000 per claim aggregate. All insurance certificates indicating coverage as required per the contract's terms and conditions shall be remitted at the time of original application.
- Food Trucks and vendors are required to submit a copy of their active DPBR License that certifies that they are licensed to operate as a mobile food vendors in the state of Florida.
- Vehicle operators must possess a valid driver's license.

9. INDEMNITY

- The vendor agrees to indemnify and hold harmless Marion County's Dr. Martin Luther King, Jr. Commemorative Commission Inc., the City of Ocala, and all event sponsors, from all loss or damage to Vendor, Vendor's employees, customers, or any other person(s) attributable to any act or omission by the Vendor and list MLKCC as additional insured.

10. TERMINATION

- Marion County's Dr. Martin Luther King, Jr. Commemorative Commission, Inc. reserves the right to terminate this Agreement if the 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. If terminated, the Vendor shall immediately cease any activities and remove all equipment, personnel, and other property and forfeit any fees paid to Marion County's Dr. Martin Luther King, Jr. Commemorative Commission, Inc. hereunder.



VENDOR APPLICATION AND AGREEMENT

DEADLINE FOR APPLICATION DECEMBER 2, 2022 (LATE FEE \$25)

Submit Applications to Dwanette Dilworth / Debra Richardson
 The Dr. Martin Luther King, Jr. Commemorative Commission, Inc.
 P.O. Box 171, Ocala, Florida 34478 · Phone: 352-207-6036 or 352-361-5708
 Email Address: drdilworth@gmail.com / drichardd2gmail.com

VENDOR INFORMATION

Please complete and sign the application. Incomplete applications will not be processed.

Company Name _____

Contact Name _____

Email Address _____

Phone(s) _____

Mailing Address _____

VENDOR FEES: Please select the booth size you are interested in, according to your vendor type. To qualify for non-profit fees a business must provide a 501c(1), (3), (8), or (13)

Vendor Type	Booth Size	Booth Fee	Vendors
Non-Profit Vendors	10' x 10'	\$25	<input type="checkbox"/>
Tent Vendor	10' x 10'	\$75	<input type="checkbox"/>
	10' x 20'	\$150	<input type="checkbox"/>
Food Vendor*	10' x 10'	\$75	<input type="checkbox"/>
	10' x 20'	\$150	<input type="checkbox"/>
	10' x 30'	\$225	<input type="checkbox"/>

**If you are using a cart or concession trailer, keep in mind that its complete dimensions, including the tongue, awnings, etc. must be encompassed within the booth space selected above.*

All fees shall be remitted via cashier's check, money order, or PayPal and be made payable to Marion County's Dr. Martin Luther King, Jr. Commemorative Commission Inc., P.O. Box 171, Ocala, Fl. 34478. **NO CASH/NO REFUNDS**

FOOD TRUCKS, TRAILERS, CARTS, TENTS ONLY

Truck, cart, tent, or trailer? _____ What side is your service window on? _____

- I have included my FL State DPF License/Certificate of Insurance with my application.
- I comply with state/local fire regulations for my food truck. I am aware I may be inspected.

POWER REQUESTS

I request power at my location. If so, what amp is requested? _____

DESCRIPTION OF PRODUCTS (Use extra sheet if necessary)

#	ITEM	#	ITEM
1		11	
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

VENDOR AGREEMENT

The Marion County’s Dr. Martin Luther King, Jr. Commemorative Commission, Inc. (MLKCC), and the vendor listed above agree that subject to terms and conditions within. Vendor shall sell only the products specified and approved at the MLKCC Day in the Park event in Ocala, Florida on **Monday, January 16, 2023**. This Agreement does not imply nor guarantee any exclusivity. Incomplete applications will not be processed. Initials _____

GENERAL RELEASE

The undersigned, individually and/or on behalf of the vendor/company, is authorized to enter into this contract and bind vendor/company to a legally binding agreement, enforceable under law, between the vendor/company and Marion County’s Dr. Martin Luther King, Jr Commemorative Commission, Inc. (MLKCC). Undersigned accepts all terms and conditions of this agreement and signs in consideration for MLKCC’s permission to participate at the MLKCC Day in the Park event on January 16, 2023. Undersigned does hereby discharge, release, indemnify, and hold harmless the MLKCC, and the City of Ocala, its employees, agents and officers, and all other sponsoring organizations from all manner of actions, suit, damages, or claims whatsoever arising from any loss or damage to the person or property of the undersigned and the undersigned’s employees, volunteers, representatives or agents while in possession of vendor space or participating in the above-specified event.

Signature _____ Date _____