
OPERA FOR EARTH HERITAGE FESTIVAL

VENDOR AGREEMENT

Clearwater History Museum | Clearwater, Florida

Festival Date(s): 11/14/2026

Agreement Date: _____

PARTIES

This Vendor Agreement (“**Agreement**”) is entered into as of the date written above by and between:

ORGANIZER: Opera for Earth, a festival organization operating the Opera for Earth Festival (“**Festival**”), with the Festival venue located at the Clearwater History Museum, Clearwater, Florida (“**Museum**”) (“**Organizer**”).

VENDOR: [Vendor Business Name], _____
a[sole proprietorship / LLC / corporation], _____
with a principal place of business at [Address] (“**Vendor**”) _____

Collectively referred to as the “Parties.”

RECITALS

WHEREAS, Opera for Earth organizes and operates the Opera for Earth Festival, an annual cultural event held at the Clearwater History Museum celebrating the intersection of opera, the performing arts, and environmental stewardship, with the aim of inspiring community engagement, ecological awareness, and a shared appreciation for artistic excellence in service of the natural world;

WHEREAS, the Vendor desires to participate in the Festival as an authorized vendor, and to sell, display, or promote products and/or services as described in Exhibit A attached hereto;

NOW, THEREFORE, in consideration of the mutual covenants, representations, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 – VENDOR FEES AND PAYMENT

1.1 Application and Booth Fees. Vendor shall submit a non-refundable application fee of \$5 at the time of application. Upon acceptance by the Organizer, Vendor shall pay the applicable booth fee as follows: Standard Booth (11' × 11') – \$ \$30. All fees shall be paid by the method and deadline specified in the Organizer's acceptance notice. Accepted payment methods will be communicated in writing by the Organizer. The application fee is non-refundable under all circumstances.

1.2 Late Payment. Booth fees not received by the Organizer by the stated payment deadline shall be subject to a late surcharge of ten percent (10%) of the outstanding booth fee. The Organizer reserves the right to cancel the Vendor's booth assignment if full payment, including any applicable late surcharge, is not received within five (5) business days of the deadline.

1.3 Returned Payments. A fee of **\$35.00** will be assessed for any returned check or failed electronic payment transaction. This fee is in addition to any outstanding balance owed, and the Vendor remains responsible for immediate resolution of the failed payment.

1.4 Fee Includes. The \$30.00 vendor fee includes the following, subject to availability:

- Assigned outdoor or indoor booth space of eleven feet by eleven feet (11' × 11');

- Access to common area electrical outlets, where available on a first-come, first-served basis (Vendor must submit electrical needs form by the Organizer's stated deadline);
- One (1) Vendor listing (name, category, and brief description) in the official Festival program and promotions.

SECTION 2 – BOOTH SPECIFICATIONS AND ASSIGNMENT

- 2.1 Booth Size.** Standard booths measure ten feet by ten feet (11' × 11'). Vendor and all Vendor property, display equipment, and merchandise must remain entirely within the assigned booth footprint at all times. No encroachment into neighboring booths, aisles, or public walkways is permitted.
- 2.2 Booth Assignment.** The Organizer reserves the sole and absolute right to assign and, if necessary, reassign booth locations at any time prior to or during the Festival. The Organizer will make reasonable efforts to accommodate Vendor preferences but makes no guarantee of any specific location.
- 2.3 Appearance Standards.** All booths must be maintained in a clean, neat, and professionally presented condition throughout the duration of the Festival. Tablecloths are required on all tables. Storage boxes, crates, or inventory must not be visible to the public. Tarps used as side or back curtains are not permitted without prior written approval from the Organizer.
- 2.4 Signage.** Vendor signage is permitted provided it is free-standing or affixed solely to the Vendor's own booth structure. No signage, banners, tape, fasteners, adhesives, nails, screws, or any other attachment device may be affixed to Museum walls, columns, fixtures, trees, fencing, or any other Museum property without prior written approval from the Organizer.
- 2.5 Structures.** Any tent, canopy, pop-up structure, or overhead covering must be submitted to and approved by the Organizer in advance of the Festival. All such structures must be properly weighted and/or anchored in a manner that does not damage Museum property. Vendor assumes full liability for any structure erected within the booth space.
- 2.6 Vendor-Supplied Equipment.** Vendors are responsible for supplying their own tables, chairs, and all other booth furnishings and equipment. Tables and chairs will not be provided by the Organizer. Vendors must ensure that all equipment, displays, and merchandise fit entirely

within their assigned 11' × 11' booth footprint and do not encroach upon neighboring booths, aisles, or public walkways.

SECTION 3 – SETUP AND TEARDOWN

3.1 Setup Hours. Vendor setup begins at 9:00 am [Time] on 11/14/2026 [Date]. All vendors must be fully set up, staffed, and ready to operate by _____ [Time]. Failure to be fully set up by this time may result in forfeiture of booth space without refund.

3.2 Teardown Hours. Teardown begins immediately following the official close of the Festival at 5:00 PM [Time] and must be fully completed by 7:00 PM [Time]. Vendor shall restore the booth area to its original condition.

3.3 Early Teardown Prohibited. Vendor may not begin dismantling, packing, or otherwise initiating teardown of the booth before the official Festival close time. Violation of this provision reflects negatively on the Festival experience for guests and may result in disqualification of the Vendor from participation in future Opera for Earth Festival events.

3.4 Vehicle Access and Parking. Vehicle access and parking during the Festival shall be subject to the following policies based on booth assignment:

- **Perimeter Booths.** Vendors assigned to outer perimeter booth spaces may park their vehicles directly behind their assigned booth space for the duration of the Festival. Vehicles must not extend beyond the designated area or obstruct walkways, emergency access routes, or neighboring vendor spaces.
- **Interior Booths.** Vendors assigned to interior booth spaces must move their vehicles to the designated Vendor Parking Area before the Festival opens to the public and must keep them there for the duration of the Festival. The Organizer will communicate the location of the Vendor Parking Area in the pre-Festival information packet issued pursuant to Section 11.4 of this Agreement.
- **General Requirement.** All vehicles must be in their designated position before the Festival opens to the public. Vehicles that are not properly positioned may be subject to relocation at the Vendor's expense.

3.5 Abandoned Property. Any Vendor property, equipment, or merchandise remaining on Museum grounds after the teardown deadline shall be deemed abandoned. The Organizer reserves the right to remove, store, donate, or dispose of such property at the Vendor's sole expense, without liability to the Organizer.

SECTION 4 – OPERATING REQUIREMENTS

4.1 Festival Hours. Vendor agrees to operate its booth continuously and in full during all official Festival hours: **12:00 PM** [Start Time] through **5:00 PM** [End Time]. Partial operation or unannounced closures of the booth during Festival hours are not permitted.

4.2 Staffing. Vendor is solely responsible for providing sufficient, competent, and professional staff to operate the booth throughout all Festival hours. The booth must be attended by at least one authorized Vendor representative at all times while the Festival is open to the public. Vendor staff must comply with all provisions of this Agreement.

4.3 Noise. Vendor may not use amplified sound equipment, loudspeakers, public address systems, generators, or any other device that produces excessive noise levels without prior written approval from the Organizer. Any approved amplified sound must not interfere with Festival performances or neighboring vendors.

4.4 Utilities. Limited electrical access may be available on a first-come, first-served basis. Vendor must submit a completed electrical needs form by the deadline specified by the Organizer. The Organizer makes no guarantee of electrical availability and shall not be responsible for any power interruptions, fluctuations, or outages. Vendor assumes all risk associated with electrical service at the Festival.

4.5 Waste Management. Vendor is responsible for maintaining a clean and orderly booth and surrounding area throughout the Festival. All waste must be disposed of in designated Festival receptacles. Vendor must remove all non-standard waste, including cooking grease, excess packaging, and specialty materials, from the Festival grounds at the conclusion of each Festival day. Failure to comply may result in a cleanup fee charged to Vendor.

SECTION 5 – PRODUCT AND SERVICE RESTRICTIONS

5.1 Approved Products. Vendor may only sell, display, promote, or distribute products and services that have been listed on and approved through the Vendor application (Exhibit A). Any additions, substitutions, or modifications to approved products or services must receive prior written approval from the Organizer before the Festival.

5.2 Prohibited Items. The following items and categories are strictly prohibited from sale, display, or distribution at the Festival:

- Weapons, firearms, or weapon accessories of any kind;
- Tobacco, nicotine, or vaping products;
- Alcoholic beverages (without a valid Florida license and separate prior written approval from Organizer);
- Illegal substances or drug paraphernalia;
- Politically partisan or campaign materials;
- Items that demean, stereotype, or discriminate based on race, ethnicity, gender, religion, national origin, sexual orientation, gender identity, disability, or any other protected characteristic.

5.3 Environmentally Aligned Products. In keeping with the Festival's core environmental mission, Vendors are strongly encouraged to offer eco-friendly packaging, reusable or compostable materials, and products and services that reflect a commitment to sustainability and ecological responsibility. The use of single-use plastics, including plastic bags, straws, and disposable cutlery, is strongly discouraged and may be subject to future policy restrictions.

5.4 Exclusivity. The Organizer may, at its discretion, grant limited product or category exclusivity to certain Vendors. Where exclusivity has been granted, Vendor agrees not to sell, display, or promote products or services that fall within another Vendor's designated exclusivity category. Organizer will notify affected Vendors of any applicable exclusivity arrangements in writing prior to the Festival.

5.5 Intellectual Property. Vendor represents and warrants that all goods, merchandise, materials, signage, and content displayed or sold at the Festival are either original to Vendor or properly licensed, and do not infringe upon any third-party copyright, trademark, patent, trade secret, right of publicity, or other intellectual property rights. Vendor shall indemnify the Organizer for any claims arising from Vendor's breach of this representation.

SECTION 6 – FOOD AND BEVERAGE VENDORS (IF APPLICABLE)

- 6.1 Permits.** Vendors engaged in the preparation, sale, or distribution of food or beverages must possess all required and current licenses and permits, including but not limited to those required by the Florida Department of Business and Professional Regulation (DBPR) and the Pinellas County Health Department. Copies of all applicable licenses and permits must be submitted to the Organizer no later than fourteen (14) days prior to the Festival. Vendor shall not operate without all required permits in full force.
- 6.2 Food Safety.** All food handling, preparation, storage, and service must comply with applicable Florida state and Pinellas County local food safety codes and regulations. Organizer reserves the right to inspect food vendor booths for compliance and to require correction of any identified violations as a condition of continued participation.
- 6.3 Sales Tax.** Vendor is solely responsible for determining, collecting, and timely remitting all applicable Florida state and local sales taxes on transactions made during the Festival. The Organizer has no responsibility for Vendor's tax obligations and shall not be named in any related proceeding.

SECTION 7 – INSURANCE AND LIABILITY

- 7.1 Required Insurance.** Vendor shall obtain and maintain, at its sole cost and expense, throughout the entire duration of the Festival including setup and teardown periods, the following insurance coverage:
- (a) Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and
 - (b) Workers' Compensation Insurance as required by Florida law, if Vendor has employees.
- 7.2 Certificate of Insurance.** Vendor must provide a valid Certificate of Insurance, naming **Opera for Earth** as the primary additional insured and the **Clearwater History Museum** as an additional insured in its capacity as Festival venue, to the Organizer no later than fourteen (14) calendar days prior to the first day of the Festival. Failure to provide proof of insurance by this deadline may result in cancellation of the Vendor's participation without refund.

- 7.3 Indemnification.** Vendor agrees to indemnify, defend, and hold harmless Opera for Earth, the Clearwater History Museum, and their respective officers, directors, employees, volunteers, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Vendor's participation in the Festival; (b) any act, omission, or negligence of Vendor or its employees, agents, or representatives; or (c) any breach of this Agreement by Vendor.
- 7.4 Limitation of Organizer Liability.** The Organizer shall not be liable for any loss, theft, damage, vandalism, or destruction of Vendor's property, equipment, inventory, or merchandise, whether arising from weather events, theft, accident, fire, flood, or any other cause whatsoever. Vendor acknowledges that it participates in the Festival at its own risk and is solely responsible for securing its property.
- 7.5 No Consequential Damages.** In no event shall the Organizer be liable to Vendor for any indirect, incidental, special, punitive, or consequential damages of any kind, including but not limited to lost profits, lost business opportunities, or loss of goodwill, even if the Organizer has been advised of the possibility of such damages.

SECTION 8 – HEALTH AND SAFETY COMPLIANCE

- 8.1 Compliance.** Vendor must comply with all applicable federal, state, and local health, safety, and environmental laws, regulations, ordinances, and guidelines that are in effect during the Festival, including but not limited to those issued by the City of Clearwater, Pinellas County, the State of Florida, and any relevant federal agencies.
- 8.2 Fire Safety.** No open flames, candles, or combustion-based heating devices are permitted within the Festival grounds without prior written approval from the Organizer. Vendors using cooking equipment must have an appropriately rated, fully charged, and readily accessible fire extinguisher within the booth at all times. Vendor is responsible for compliance with all applicable fire codes.
- 8.3 ADA Compliance.** Vendor agrees not to obstruct, encroach upon, or otherwise impede designated accessible pathways, routes, ramps, or other accessibility features in accordance with the Americans with Disabilities Act (ADA) and applicable Florida accessibility standards. Vendor booth layout must allow for adequate accessible access to the front of the booth.

- 8.4 Hazardous Materials.** No hazardous, flammable, toxic, corrosive, or otherwise dangerous substances or materials may be brought onto Museum property without prior written approval from the Organizer and full compliance with all applicable regulations governing storage, handling, and disposal of such materials.
- 8.5 Incident Reporting.** Any injury, accident, medical emergency, property damage, or safety incident occurring within or in the vicinity of Vendor's booth must be immediately reported to Organizer staff on site. Vendor shall cooperate fully with any investigation and shall preserve all relevant records related to such incidents.

SECTION 9 – CANCELLATION AND FORCE MAJEURE

- 9.1 Cancellation by Vendor.** If Vendor cancels its participation more than thirty (30) calendar days before the first day of the Festival, fifty percent (50%) of the paid booth fee will be refunded. Cancellations received within thirty (30) calendar days of the Festival are non-refundable. The application fee is non-refundable under all circumstances. Cancellations must be submitted to the Organizer in writing.
- 9.2 Cancellation by Organizer.** If the Organizer cancels the Festival due to circumstances within its reasonable control, Vendor will receive a full refund of the booth fee paid. The application fee remains non-refundable. The Organizer shall not be liable for any additional costs, expenses, or losses incurred by Vendor in connection with such cancellation.
- 9.3 Force Majeure.** Neither Party shall be deemed in breach of this Agreement for any failure or delay in performance caused by events beyond that Party's reasonable control, including but not limited to: acts of God, natural disasters, hurricanes, flooding, fire, pandemic, epidemic, public health emergency, government-mandated orders or restrictions, civil unrest, or other emergencies. In such event, the Organizer shall use commercially reasonable efforts to reschedule the Festival. If the Festival cannot be rescheduled within twelve (12) months of the original date, booth fees (excluding application fees) shall be refunded to Vendor.
- 9.4 No Additional Compensation.** In the event of any cancellation or force majeure event, Vendor agrees that the refund of applicable paid booth fees (as provided in Sections 9.1, 9.2, and 9.3 above) shall constitute full and final settlement of any and all claims Vendor may have against the Organizer arising from such cancellation or event.

SECTION 10 – CONDUCT POLICIES

- 10.1 Professional Conduct.** Vendor and all Vendor representatives must conduct themselves in a professional, courteous, and respectful manner at all times during the Festival, including setup and teardown. Harassment, intimidation, verbal abuse, threatening behavior, or any disrespectful conduct toward other vendors, Festival staff, Museum staff, volunteers, or guests will not be tolerated and may result in immediate removal.
- 10.2 Alcohol and Substances.** Consumption of alcoholic beverages or controlled substances by Vendor representatives while operating or attending the booth, or during Festival hours generally, is strictly prohibited. Vendor representatives who appear to be impaired may be removed from the Festival grounds at the Organizer's sole discretion.
- 10.3 Removal.** The Organizer reserves the right to remove any Vendor or Vendor representative from the Festival at any time, without refund, for: (a) violation of any provision of this Agreement; (b) disruptive, threatening, or unlawful conduct; or (c) any behavior that, in the Organizer's reasonable judgment, reflects negatively upon the Festival, the Museum, or Opera for Earth.
- 10.4 Museum Property.** Vendor shall treat all Museum property, buildings, grounds, exhibits, artifacts, and facilities with the utmost care and respect. Any damage to Museum property, grounds, or equipment caused by Vendor or Vendor's representatives shall be the sole financial responsibility of the Vendor, and Vendor shall reimburse the Organizer for the full cost of repair or replacement within thirty (30) days of written notice.
- 10.5 Photography and Media.** By executing this Agreement, Vendor grants the Organizer and its authorized agents a royalty-free, non-exclusive, perpetual license to photograph, video record, and otherwise capture images of the Vendor's booth, products, signage, and representatives for use in Festival promotional materials, social media, press coverage, and archival documentation.

SECTION 11 – COMMUNICATION REQUIREMENTS

- 11.1 Primary Contact.** Vendor must designate a single primary contact person responsible for all Festival-related communications with the Organizer. Vendor's primary contact name, email

address, and phone number must be provided on the Vendor application and kept current throughout the term of this Agreement.

11.2 Response Time. Vendor agrees to respond to all Organizer communications within forty-eight (48) hours during the sixty (60) day period preceding the Festival, and within twenty-four (24) hours during the final two (2) calendar weeks immediately preceding the Festival. Failure to respond within these timeframes may be treated as non-compliance with this Agreement.

11.3 Official Communications. All official notices, approvals, and communications required under this Agreement shall be sent via email to the addresses provided by each Party. Email communications shall be deemed received upon the sender's receipt of a delivery confirmation or, in the absence thereof, within twenty-four (24) hours of sending, whichever is earlier.

11.4 Pre-Festival Information Packet. The Organizer will provide Vendor with a comprehensive pre-Festival information packet no later than fourteen (14) calendar days before the Festival. This packet will include final logistics details, site map, booth assignments, setup and teardown schedules, parking instructions, Festival rules, and any other relevant information.

SECTION 12 – INTELLECTUAL PROPERTY AND MARKETING

12.1 Vendor Listing. By executing this Agreement, Vendor consents to the inclusion of Vendor's business name, logo, product category, and a brief description in the official Festival program, the Festival's website, and related Festival promotional and marketing materials, in print and digital formats, at no cost to Vendor.

12.2 Festival Branding. Vendor may not use the "Opera for Earth Festival" name, logo, wordmark, or any other Festival branding or intellectual property in Vendor's own marketing, advertising, social media, packaging, or other materials without prior written approval from the Organizer on a case-by-case basis.

12.3 Social Media. Vendor is encouraged to promote their participation in the Festival on social media platforms. Organizer will provide designated official hashtags and social media handles in the pre-Festival information packet. Vendor agrees that any social media content referencing the Festival will reflect positively upon the event and comply with all applicable provisions of this Agreement.

SECTION 13 – GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of law principles or provisions.
- 13.2 Venue.** Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts of competent jurisdiction located in Pinellas County, Florida. Each Party hereby irrevocably consents to the personal jurisdiction and venue of such courts.
- 13.3 Dispute Resolution.** Before initiating any formal legal action, the Parties agree to attempt to resolve any dispute arising from or related to this Agreement through good-faith negotiation. If the dispute remains unresolved after thirty (30) calendar days of written notice of the dispute, the Parties may pursue non-binding mediation before a mutually agreed-upon mediator in Pinellas County, Florida, prior to the commencement of litigation.
- 13.4 Attorney's Fees.** In any action, proceeding, or arbitration to enforce the terms of this Agreement or arising from a breach hereof, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs, and all other reasonable litigation expenses from the non-prevailing Party.

SECTION 14 – GENERAL PROVISIONS

- 14.1 Entire Agreement.** This Agreement, together with Exhibit A attached hereto, constitutes the entire agreement between the Parties with respect to Vendor's participation in the Opera for Earth Festival and supersedes all prior and contemporaneous negotiations, representations, understandings, and agreements, whether oral or written, relating to the subject matter hereof.
- 14.2 Amendments.** No amendment, modification, or supplement to this Agreement shall be valid or binding unless made in writing and duly executed by authorized representatives of both Parties.
- 14.3 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions of this Agreement shall continue in full force and effect.

14.4 Waiver. Failure by either Party to enforce any right or provision of this Agreement in any instance shall not constitute a waiver of that Party's right to enforce such provision at any future time. No waiver shall be effective unless made in writing and signed by the waiving Party.

14.5 Assignment. Vendor may not assign, transfer, sublicense, or delegate this Agreement, its booth space, or any of its rights or obligations hereunder to any third party without the prior written consent of the Organizer, which may be withheld in the Organizer's sole discretion. Any attempted assignment without such consent shall be null and void.

14.6 Independent Contractor. Vendor is an independent contractor and not an employee, agent, joint venturer, or partner of the Organizer. Vendor shall have no authority to bind the Organizer to any obligation or agreement. Nothing in this Agreement shall be construed to create an employment, agency, or partnership relationship between the Parties.

14.7 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures, including those transmitted via PDF, DocuSign, or similar electronic signature platforms, shall be deemed valid, binding, and enforceable to the same extent as original ink signatures.

IN WITNESS WHEREOF

the Parties have executed this Vendor Agreement as of the Agreement Date first written above.

Opera for Earth Festival Organizer Authorized
Signature Printed Name Title Date Email
clearwaterhistoricalsociety@gmail.com

Vendor Business Name Authorized
Signature Printed Name Title Date
Email Phone

EXHIBIT A

Vendor Application Details – Opera for Earth Festival

To be completed by Vendor and submitted with executed Agreement

Vendor Business Name _____

Booth Type Selected

Standard 11' X 11' - \$ **\$30**

Double Size 22' X 22' \$ **\$60**

Product / Service Category _____

Products and/or Services to be Sold or Displayed _____

Food or Beverage Vendor

Yes _____ Permits attached No _____

Tent, Canopy, or Overhead Structure: _____

Certificate of Insurance Enclosed: _____

Special Requests or Additional Notes

By submitting this Exhibit A, Vendor confirms that all information provided is accurate and complete. Vendor acknowledges that participation in the Festival is subject to Organizer's acceptance and the terms of the executed Vendor Agreement.

Vendor Authorized Signature

Date