

VENDOR APPLICATION & LICENSE
TikiMarket at the Marina ~ Island Eats, Exotic Treats & Flea

Operating Sundays, 4 pm-7ish (later hours TBD for warmer months)
Soft open: March 4, 2018

Return completed and signed application to: Riviera Beach CRA, attention Alisa Hall, 2001
Broadway Ave., #300, Riviera Beach, FL 33404

Requested start date: _____/_____, 2018

PLEASE PRINT CLEARLY:

NAME(S) _____

BUSINESS NAME _____

ADDRESS _____

CITY, STATE,
ZIP _____

LICENSED KITCHEN ADDRESS _____

CELL # _____

EMAIL ADDRESS _____

WEBSITE www. _____

APPLYING FOR REVOCABLE LICENCE:

Standard frontage is 10 feet (additional frontage may be purchased).

Electric is available but limited.

Please check if electricity is required

The rate is \$20.00 per week. Fees are nonrefundable and subject to change. Can be paid weekly or monthly by cash or check. Checks to be made payable to: RBCRA

All fees are collected on site and must be paid when manager comes to booth to collect.

LIST ALL PRODUCTS YOU WISH TO SELL (products are subject to approval):

For food prepared in home kitchen, please see Cottage Food Law rules:
(<http://www.freshfromflorida.com/CottageFoodAdvisory>)

AGREEMENT (Please initial each statement before its number, and sign and date Agreement at the end of this list.)

- 1. I have read and understand the terms and conditions described in this Application and License.
- 2. I have reviewed the list of Rules and Regulations which are located on the TikiMarket's website, and agree to all. Further, I understand that any violations of these rules will cause immediate revocation of my Market license and eviction from the Market.
- 3. I agree to sell only those products approved by Market Management, as listed/agreed to above.
- 4. I acknowledge full responsibility for all my activities at the TikiMarket, as well as for those assisting in my booth. I agree to defend, hold harmless and indemnify the landlord of the Market site (RBCRA), Market Management, Ali's Endeavors, and their agents, successors or assigns from any liability, cost damage or expense that arise from my involvement and operation in the Market or from that of my employees or agent with regard to the use of vendor space.
- 5. I understand that the Market, Market Management and their representatives do not carry insurance policies to cover vendors and their products or rental space, and that I am required to provide my own coverage. I agree that prior to my participation as a vendor, I will provide Market Management with a copy of insurance policies for public liability and product liability in the amount of \$500,000 each, naming the landlord of the Market site (RBCRA) and the TikiMarket (TikiMarket), their agents, successors and assigns as additional insured.

___ 6. I understand that I will not be approved as a vendor until Management has received all documentation, as scheduled and outlined herein.

___ 7. I accept responsibility for payment of all miscellaneous items as part of this agreement. Terms are acceptable.

___ 8. I accept that NO REIMBURSEMENT will be made for advanced fees paid if I decide to no longer participate in the Market and/or if I am banned from the Market.

___ 9. I acknowledge that this agreement is a license and a privilege, and that no leasehold, easement or other interest in land is conferred upon the vendor under the provisions hereof. The Market shall have the right to revoke this license for any reason at the Market's sole discretion.

___ 10. Electric will be available as it exists currently within the event site. No further alterations or upgrades will be provided by the site landlord or the Market. All electric issues must be put in writing and addressed to Market Management.

___ 11. Upon acceptance of my application, I agree to pay the revocable vendor license fees as specified herein.

Signature

Date

PRINT NAME _____

BUSINESS NAME: _____

Obtain application approval prior to obtaining insurance.

This Agreement is entered into on this _____(day) of _____(month), 2018, by and between TikiMarket ("Lessor") and you ("Lessee"), and the Parties hereby agree as follows:

1. Lessor agrees to rent to Lessee the premises, which is located within the event site of the Market. Exact location ("Property") may vary from time to time.
2. Lessee hereby agrees to fully indemnify, defend, save and hold harmless Lessor from, against, and in respect to any and all claims, charges, losses, damages, judgments, deficiencies, settlements, liabilities, expenses, and injuries (including, but without limitation, attorney's fees) suffered or incurred, or which would be suffered, paid for or incurred by Lessor in connection with any and every claim, demand, right, or cause of action of whatever kind or nature, either in law or in equity, arising from Lessee's use and presence on the Property.
3. Lessee further agrees to fully indemnify, defend, save and hold harmless Lessor in respect to any injuries suffered by Lessee, any of Lessee's employees, agents, guests, customers or invitees of Lessee, in connection with every claim, charge, loss, damage, judgment, deficiency, settlement, liability, expense and injury (including, but without limitation, attorney's fees) suffered or incurred, or which would be suffered, paid for or incurred by Lessor in connection with any and every claim, demand, right, or cause of action of whatever kind or nature, either in law or in equity, arising from Lessee's use and presence on the Property.

4. Lessee individually and on behalf of any of Lessee's employees, agents, guests, customers and invitees, hereby waives any and all rights to sue Lessor for any reason whatsoever, including but not limited to, condition of the Property, acts of persons or entities other than the Lessor, and for the acts of Lessor himself.

5. In summary, Lessee agrees to take full responsibility for the Property, for the actions of the Lessee, Lessee's employees, agents, guests, customers and invitees and hereby agrees not to seek any reimbursement or legal or equitable liability against Lessor for any occurrences, injuries, or loss suffered at the Property, by any person whatsoever.

SIGNED:

Lessee

TikiMarket Management