



***Coming October 5<sup>th</sup> & 6<sup>th</sup>***

AVAST ME HEARTIES!!! Join The Twisted Tuna and Manatee Island Bar and Grill on Saturday Oct. 6<sup>th</sup> for the Port Salerno Pirate Fest taking place from 2pm till 11pm. The festivities begin with our Pirate's Ball Friday night from 7-10 pm! This is a LIMITED \$25 pp ticketed event which boasts a bountiful buffet dinner, complimentary CODE RUM punch, live music and costume contest! The Pirate's Ball takes place upstairs at The Twisted Tuna!

Saturday's shenanigans include vendors, outdoor stage with piratical entertainment ALL DAY, signature cocktail bars, mermaids, dunk tank, kids zone with bounce house and face painting along with contests, games and giveaways!

This is a free, family friendly pirate themed event open to pirates, wenches, mermaids, scallywags, scurvydogs, landlubbers, buccaneers and rugrats alike!

***You Don't Want to Miss This Fun Event!***



**-Vendor Application-**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of goods: \_\_\_\_\_

Cost : \_\_ 10'X10' Vendor Space - \$75.00      \_\_10'X20' Vendor Space - \$150.00

Form of Payment: CHECK \_\_\_\_\_ CREDIT CARD \_\_\_\_\_

CREDIT CARD NUMBER: \_\_\_\_\_ EXP DATE: \_\_\_\_\_

CCV: \_\_\_\_\_ BILLING ZIP CODE FOR CARD \_\_\_\_\_

FULL NAME ON CARD \_\_\_\_\_

SIGNATURE \_\_\_\_\_

***NOTE: Applications are subject to approval. Vendor spaces are for the use of the registered vendor only – NO SUBLETTING. Your space is NOT reserved until you receive an approval of your application via email.***

**Make checks payable to: The Twisted Tuna**

**Please return the completed application and payment to:  
The Twisted Tuna  
4290 SE Salerno Rd  
Stuart, FL 34997**

## **GENERAL INFORMATION**

**Show hours for the event are 2:00 pm – 11:00 pm**

1. A non-refundable entry fee of either \$75 (10'x10') or \$150 (10'x20') is required for this event.

ALL APPLICATIONS MUST BE RECEIVED BY 7:00 P.M. ON FRIDAY, OCTOBER 5<sup>th</sup>, 2018.

2. Vendors will be assigned booth section based on receipt of Vendor Agreement, approval and receipt of payment.

3. Vendor agreements will be approved on a first come, first served basis. Please do not wait to submit your application as vendor space fills up very quickly.

4. Vendors will be able to begin setup at 10:00 am. All vehicles must be off premise no later than 1 pm on Saturday afternoon. It is the responsibility of the vendor to assemble/disassemble his/her own area. All Booth Participants must dispose of their own trash.

5. Vendors must remain open until, and may NOT break down before, 11pm.

INSTRUCTIONS: Please return this application along with your payment for your booth space NO LATER THAN Friday October 5<sup>th</sup>, 2018.

Please make checks payable to: Twisted Tuna, Inc.

Submit to: The Twisted Tuna, Inc.

4290 SE Salerno Rd

Stuart, FL 34997

Reference: Salerno Pirate Fest Vendor Booth

If you have any questions please contact: Cory at 772-600-7239

# Port Salerno Pirate Fest

## Event Rules and Regulations - Terms and Conditions - Vendor/Booth Agreement

- The Event will provide a 10' x 10' space or a 10' x20' space. Only one vendor per space. NO subletting or sharing of space allowed.
- Vendors will provide their own canopy, tables, chairs, booth lighting, extension cords, display, etc.
- Vendors may only sell from the confines of their booth. If more space is required please purchase additional space.
- Vendor's canopy must fit within their booth space and be constructed to withstand inclement weather conditions.
- Canopies must be adequately weighted. (You are responsible for any and all damages caused by your canopy.)
- Canopies must have attached label or tag to prove it was manufactured of flame-resistant materials. -It is recommended (but not required) that all vendors have a fire extinguisher at their booth. - It is MANDATORY that ALL FOOD & AMUSEMENT VENDORS have adequate fire extinguishing equipment at their booth with current certification tags attached and ready for inspection by the Fire Marshall, this includes a Class K extinguisher if fryers are used.
- All fees must be paid in full prior to occupying booth space at the event.
- 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.
- 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 refunded.
- Event will be held rain or shine. (Unless a rain date has been established.) There will be no refunds for failure to show, inclement weather, cancellation, or any reason other than the rejection of your application.
- Confirmation or rejection of acceptance will be sent via e-mail or US Mail if a self-addressed stamped envelope has been provided.
- The Event does not provide power. Limited electricity may be available, however it cannot be guaranteed unless prior arrangements are made and approved.
- Only QUIET GENERATORS. Will be permitted. If your generator is deemed by Event Staff to be disruptive to your neighbors or the event, you must agree to immediately discontinue its use.
- SECURITY: Vendors are fully responsible for their own personal property. Twisted Tuna or any promoters or event partners nor the event will assume liability for any losses that you may incur.
- SALES TAX: Vendors are responsible for collecting and reporting their own sales tax.
- Approved Applicants must sign a WAIVER OF LIABILITY before occupying a booth space.
- Cooperation with local authorities is mandatory. (I.e. State, County and City employees, event staff and volunteers)
- Twisted Tuna reserves the right to move, discontinue, or limit the participation of any approved applicant at any time.
- Approved applicants are solely responsible for maintaining their compliance with relevant state, local and federal health regulations, codes, licenses, insurance and taxes.

- Compliance: Failure to comply with the Rules and Regulations governing this event may result in your expulsion from the event without refund.
- 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 exclusivity on certain products and services, if their request is granted, affected vendors will be notified prior to the event of their new limitations. If an affected vendor is not able to accept their new limitations, they may request to have their application rejected and receive a refund in the amount of their booth fee. The vendor further understands that they are not entitled to receive any additional compensation.
- Vendor selling items that were not approved from their applications may be subject to one or more of the following: Confiscation of the unapproved item(s), a monetary fine up to \$200.00 (payable on demand) your expulsion from the event without refund.
- The sale of Fire Arms, Obscene Materials, Stolen Merchandise, and Illegal Paraphernalia are forbidden.
- VENDOR PARKING: Park only in the designated vendor parking areas. If a parking pass is provided by the event it must be displayed on your dashboard in plain view from the driver's side. Do not occupy spaces that are intended for event patrons/shoppers. This will benefit all booths at the event, including your own. Parking Violations will be enforced.
- SET UP: Unload your product at your assigned booth space and immediately move your vehicle to the designated vendor parking area before you begin your set up,
- Unauthorized vehicular traffic inside the gated or barricaded area during event hours is strictly prohibited. Violators will be charged as causing a public safety hazard and issued a citation by local law enforcement.
- PACK UP: No early pack up! All vendors must remain for the duration of the event. When the event is officially over, break down your display and pack up your booth before bringing your vehicle inside the event. For the safety of the general public, be sure an ALL CLEAR for vendor pack up has been given before proceeding beyond the event barricades.
- 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 Twisted Tuna and its event partners
- Twisted Tuna may change or adjust the hours or days of the Event due to forces of nature or other occurrences beyond our reasonable control. Such changes will not be considered a breach of this agreement, and will not constitute grounds for a refund.

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, 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.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Full Name (Please Print) \_\_\_\_\_

Business Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

# Port Salerno Pirate Fest

## Waiver, Release and Hold Harmless Agreement

Name of event: Port Salerno Pirate Fest

Date of event: October 6<sup>th</sup>, 2018

I agree and acknowledge as follows:

**Release of Liability.** I, unconditionally waive, release, indemnify and forever discharge and hold harmless, Twisted Tuna, Manatee Island, and its event partners and the city and or county the event is held in, all sponsoring organizations, their directors, officers, employees, agents and volunteers, successors and assigns, and all other persons directly or indirectly liable, from all claims of legal or financial liability of any kind, including but not limited to, personal and economic injury, loss, costs, or damage arising out of or in conjunction with the above named festival or event, whether foreseeable or unforeseeable, including those resulting from negligence or fault, without regard to any hazards which may exist, whether hidden or obvious.

**Severability.** If any part of this Waiver and Release is found to be invalid, all other parts of this agreement shall remain binding and continue in full force and effect. I expressly agree that this agreement shall be construed as broadly as permitted by the law of the State of Florida.

**Acknowledgement of Voluntariness.** I have not been pressured or coerced in any way to participate in these activities. Any activities I undertake are done so voluntarily and solely for purposes of participating in or attending the above festival or event.

**Affirmation.** I affirm that I am an adult and legally competent to sign the release, that the terms of this release are contractual and that this release shall be binding on me, my personal representatives, heirs, successors and assigns.

I have fully read and understand the contents of this agreement and I further acknowledge that I voluntarily execute the same without inducement or promise not contained herein.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Full Name Please Print \_\_\_\_\_

Title \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_