

## Mango Fest Key West Market Vendor Guidelines

Saturday, June 29, 2019

10:00 A.M. to 3:00 P.M. Set-up 7:30 A.M. to 10:00 A.M.

**Producer:** Key West Police Athletic League, Inc

**Schedule:** Mango Fest Key West, known as “the event” hereafter will be held during the hours of 10:00 A.M. and 3:00 P.M. on Saturday, June 29, 2019. The event will be held at 1400 Truman Avenue, Key West, FL 33040 (Bayview Park).

**Deadline:** Applications must be completed and submitted with payment by 4pm on June 20, 2019.

**Space:** Exhibitor spaces are 10' x 10' in size and a limited number of 10' x 20' for larger food vendor operations. If the exhibitor's space is a trailer, food truck, plant exhibit or attachment from the designated space larger than 10' x 10' the exhibitor will make it know prior to the submission of this application, and shall accompany this application with a minimum of a 10' x 20' fee upon approval. Exhibits larger than 10' x 20' shall make it known by contacting the Mango Fest Coordinator (Jesse Hammers at [JHAMMERS@CITYOFKEYWEST-FL.GOV](mailto:JHAMMERS@CITYOFKEYWEST-FL.GOV)) for price consultation, prior to the acceptance of this application and payment. Each exhibitor is responsible for their tent, table, chairs, etc. Exhibitor MUST remain in their assigned spot, to include equipment and merchandise. Exhibitors may NOT block city sidewalks. Exhibitor spaces will be assigned on a first come first serve basis. All structures must fall within the City of Key West safety guidelines and must fit within the assigned space. Exhibitors are expected to follow instructions of KWPD PAL organizers, City Staff, KWPD & KWFD officials. No structure may exceed 15' in height. A tent or appropriate covering is required.

**Payment:** Payment is due in full along with the submission of this application. Payments can be made by cash, check, or money order. Cash payments can be accepted at the Key West Police Department (1604 North Roosevelt Boulevard) by Denise Richardson, Jesse Hammers or the KWPD Property & Records sections during normal business hours (8AM – 5PM). Mail in payment must be post marked by May 11, 2019 to qualify for full refund for the designated deadline of June 20, 2019. Receipts will only be issued by request. Returned checks will be subject to a \$15 fee.

**Cancellations:** You may cancel your vendor application at any time prior to 4pm on Friday, May 17, 2019 and expect a full refund of fee's paid, minus a 25% processing fee. This refund will be paid within two weeks following the event. Please note: cancellations made after 4pm May 17, 2019 will be subject to non-refunded. Refunds will not be provided if the event must be cancelled due to inclement weather.

**Check-In/Breakdown:** Vendors will be given access to Bayview Park at 7:30 A.M. on June 29, 2019 in order to afford vendor's time to setup their exhibits. All vehicles and equipment used for set up MUST be out of Bayview Park by 10am. Any assigned

spaces not checked in and occupied by 10am Saturday will be subject to resale by Key West Police Athletic League with NO refund provided to the original exhibitor. Vendors may begin the breakdown of their exhibits no earlier than 2pm. Vehicles will not be permitted to enter Bayview Park for loading exhibits until 3PM. Vendors must have their exhibits off Bayview Park grounds by 6pm.

**Vendor Permits:** It is the responsibility of each vendor to obtain any and all required documents/permits from the State of Florida and/or The City of Key West. **Alcohol is only to be distributed by the vendors whom are designated by the Key West Police Department Police Athletic League (Stamp). A request to distribute alcohol must be made to the Key West Police Athletic League prior to the submission of this application.** Those vendors distributing alcohol are doing so under the provisions of State and Federal guidelines. Proper licensing is required for those designated to distribute alcoholic beverages at the event. **Alcoholic beverages will only be distributed to attendees wearing 21+ wrist bands.** Firearms, loaded or unloaded, concealed or exposed, are prohibited at any booth area.

**Taxes, Insurance & Indemnification:** Vendors are solely responsible for calculating and reporting to the appropriate governmental agencies all taxes from sale of applicable items. All vendors must provide their own insurance and agree to hold harmless the Key West Police Athletic League, the Key West Police Department and the City of Key West against any and all liabilities arising from participation in the event. Proof of insurance naming the Key West Police Athletic League and the City of Key West as additional insured must be provided with the application.

The Key West Police Athletic League the Key West Police Department and the City of Key West shall not be liable for injury or damage caused to any person or property by reason of failure of Vendor, its' employees or agents to perform any of its obligations hereunder or in the operation of the activities authorized herein. Vendor shall indemnify, hold harmless and defend The Key West Police Athletic League, the Key West Police Department and City of Key West, their employees, officials, officers and agents against all loss, damage, claim, demand, liability or expense, including attorneys' fees, by reason of any damage or injury to persons (including loss of life) or property which may arise or be claimed to have arisen as a result of, in connection with, or in any way related to Vendor's operations. Nothing herein is intended to waive the sovereign immunity according to the Key West Police Athletic League, the Key West Police Department and/or the City of Key West pursuant to Florida Statutes, including Section 768.28.

**Power:** Electric is not provided, nor will Bayview Park's electric be available to any vendor. Exhibitors may bring their own generator as long as it fits within the designated spaces and meets the KWFD codes. Exhibitors must make notification on this application if a generator is to be used.

**Noise:** As a courtesy to other visitors, amplified sound from your booth will be prohibited.

**Placement:** Key West Police Athletic League has final determination over the placement of all exhibitions.

**Trademarks:** Key West Police Athletic League reserves the right to the use of its logos, names, marks, symbols and other intellectual property. Any use of these without express written permission is a violation of this agreement and will result in expulsion from the event. INCLUDED: Mango Fest Key West 2019 and Key West Police Athletic League.

**Right of Refusal:** Key West Police Athletic League reserves the right to refuse a vendor participation in the event should the Key West Police Athletic League determine the Vendor's participation is not in keeping with the mission of the Key West Police Athletic League, which is to support and promote Key West Police Athletic League.

### **Mango Fest Key West 2019 Vendor Application**

Saturday, June 29, 2019 10:00 AM to 3:00 PM Set up from 7:30 AM to 10 AM

<b>Vendor/Business Name:</b> _____
<b>Mailing Address:</b> _____
<b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____
<b>Contact Person:</b> _____
<b>Phone (primary):</b> _____ <b>Phone (secondary):</b> _____
<b>E-mail:</b> _____ <b>Web:</b> _____

SIZE	DESCRIPTION	FEE	BOOTHS	TOTAL
10' x 10'	General product vendor	\$80		
10' x 10'	Food/beverage vendor	\$80		
10' x 20'	General product vendor	\$160		
10' x 20'	Food/beverage vendor	\$160		
Stamp	Beer & Wine (3 total)	\$75		
Stamp	Liquor (4 total)	\$100		

**Please give a brief description of your exhibit. Note any special requests:**

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**Yes, I have read and agree to follow the attached KWFD Vendor Regulations: \_\_\_\_\_**

*All applications are subject to approval by Key West Police Athletic League. Applications are not final until signed by a Key West Police Athletic League representative. Key West Police Athletic League reserves the right to refuse a vendor participation in the event should the vendors product or message be deemed inappropriate, unacceptable, or not in keeping with the mission of Key West Police Athletic League, which is to support and promote Key West Police Athletic League.*

E-Mail completed form to [jhammers@cityofkeywest-fl.gov](mailto:jhammers@cityofkeywest-fl.gov), hand deliver to KWPD, or contact personally known KWPD PAL member for pick-up.

### **Mango Fest Key West 2019 Vendor Agreement**

The applicant understands that Key West Police Athletic League has legal possession and control of the event site during the operation of the event, pursuant to approved provisions with the City of Key West. The applicant further understands that the use granted by Key West Police Athletic League is a LICENSE TO OCCUPY ONLY and is not coupled with an interest in the property and that Key West Police Athletic League retains the right to terminate this license to occupy at any time during the Applicant's use if, in the sole determination of Key West Police Athletic League, (1) the applicant is found to have falsified any of the statements contained in this application; (2) the Applicant is found to have changed or added to the use described in this application; (3) the Applicant creates a nuisance to Key West Police Athletic League, its Licensee and/or its Guests; or (4) the Applicants use of the premises in any other way interferes with the orderly, safe and successful conduct of the event. The Applicant further agrees (1) to furnish all equipment, inventory, supplies and personnel necessary to the operation of the space; (2) to be checked-in and occupying the space assigned to them by the start of the event or risk being considered a "no-show" – with the tactic understanding that any exhibitor "no-show" will not be eligible for a fee refund and the space subject to resale by Key West Police Athletic League; (3) vendors may be relocated at the sole discretion of Key West Police Athletic League; (4) to leave the area clean and clear of refuse, MUST follow all Key West RECYCLING standards; (5) to sell only the items described in this application and to make no changes without the written consent of Key West Police Athletic League; (6) to refrain from radio, cable, web or other transmission of any kind from the site without express written permission of Key West Police Athletic League; (7) to confine all sales to the location assigned by Key West Police Athletic League; (8) to provide all requested support documentation with the understanding that access to the event site will be denied without it; (9) to adhere to the Key West Fire Department Vendor Regulations; (10) to indemnify or hold harmless Key West Police Athletic League against any and all liabilities arising from the conduct of the operations covered by this Contract. Furthermore, the Applicant is solely responsible for calculating and reporting to the appropriate governmental agencies all

taxes arising from the sale of applicable items. Fees are non-transferable and no exhibition space may be reassigned or shared with a third party.

*By my signature below, I show that I have read and clearly understand the information contained in this Application and agree to the responsibilities and expectations described in the Vendor Guidelines and Contract, as a participating vendor at the event.*

I hereby declare that all information herein provided by me is true, correct and complete.

**Vendor Signature:** \_\_\_\_\_

**Key West Police Athletic League Signature (below):**

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## **Food Booth and Vendor Regulations**

### Vendor Booth Construction and Location

1. Each vendor booth shall have at least one exit way, minimum 3 feet wide by 6'height (booth frame shall not intersect exit path).
2. A 60-inch clearance shall be maintained between the cooking surface and any combustible canopy.

### Butane or Propane Equipment:

1. Tanks must be protected from damage and secured in an upright position and must be located at least 5 feet apart from each other. **Shut-off valves must be provided at each fuel source.**
2. No storage of extra butane or propane tanks in booth.
3. Tanks not in use must be turned off.
4. Unused fuel cylinders shall be stored in a secured position. Unused cylinders must be located 50 feet away from all combustibles.

All compressed gas bottles, flammable or non-flammable shall be properly secured to prevent accidental tipping over.

### Electrical Power:

1. Generators shall be placed in locations approved by the Fire Marshal's Office for "special events" use.
2. Refueling of generators is prohibited during event hours. No extra fuel shall be stored during event hours.
3. During approved refueling times, no smoking or open flames are allowed within 25 feet.

4. Extension cords shall be of grounded type and approved for exterior use. Extension cords shall be placed so as not to create a hazard.

#### Charcoal Cooking:

1. Charcoal cooking must be located in areas away from public access.
2. Charcoal cooking must be 10 feet away from combustible structures and parked vehicles.
3. Coals shall be disposed of in metal containers.

#### Deep Fat Frying/Flambé/Open Flame Cooking:

1. Deep fat frying is defined as any cooking operating or process whereby the product floats or is submerged in hot oil during the cooking process.
2. The cook area must not be accessible by the general public.
3. Deep fat frying equipment must be equipped with a temperature regulating device.
4. Separation must be maintained with a minimum of 3 feet clearance between deep fat frying and flambé or open flame cooking.

#### Fire Extinguishers:

**Each cooking booth must be equipped with a fire extinguisher with a minimum rating of 3A:40B:C. (dry chemical extinguisher).**

1. For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of 2A:10B:C must not exceed 75 feet.
2. Fire extinguishers must be serviced annually and be tagged accordingly.
3. Each generator must be provided with a fire extinguisher with a minimum 40B:C rating. The extinguisher shall be located near the generator and accessible at all times.
4. Each cooking booth that is using deep fat fryers must have a 6 Liter Type K (wet chemical fire extinguisher).

#### Miscellaneous:

Fire Hydrants – Fire Hydrants must not be obstructed at any time for any reason.

Streets – Parking is limited, therefore, do not leave your vehicle parked where it will block the street in such a manner as to prevent other vehicles from passing.

***The above regulations are not inclusive of other general fire safety provisions that may be imposed upon inspection. Any booth not in compliance will be immediately closed.***

#### Fire Safety Tips:

1. Know where the nearest fire extinguisher is located and how to use it.
2. **DO NOT** leave cooking operations unattended.

3. **DO NOT** wear loose fitting clothing while cooking.
4. Remove trash accumulation regularly.
5. Keep combustibles away from heat sources.
6. Do not spray lighter fluid on briquettes that have been previously ignited.
7. In case of emergency, **DIAL 9-1-1**.

For more information, contact the Key West Police Department directly at (305) 292-8179

**I have been presented with and have read the above Key West Fire Department regulations, and understand that any violation of these regulations will result in immediate dismissal from Mango Fest Key West 2018 with NO REFUND expected. I also understand that any involvement with the KWFD or KWPD will also result in immediate dismissal from Mango Fest Key West 2018, with NO REFUND expected.**

**Vendor Signature:** \_\_\_\_\_