



3000 Pinellas Bayway South  
Tierra Verde, FL 33715  
Vendor info: Dawn Ladd 727-319-0361  
or dladd@tampabay.rr.com

### Vendor Agreement

**Exhibition:** *Tampa Bay Watch Tarpon Rodeo – Castaway Soirée*

**Exhibit Period:** Saturday, June 16, 2018, 5-10pm      Exhibition dates: June 16, 2018

**Exhibit location:** TradeWinds Island Resort Pavilion, 5500 Gulf Blvd, St Pete Beach 33706

**Vendor/Exhibitor/Organization Information:**

Organization/ Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ email: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (Home/Studio) \_\_\_\_\_ (Cell) \_\_\_\_\_

Brief Description of Goods or Service: \_\_\_\_\_

**AGREEMENT:**

1. Indemnification: To the fullest extent, the Vendor/Exhibitor/Organization shall indemnify and hold harmless Tampa Bay Watch and its elected and appointed officials, officers, employees, volunteers, and agents from and against any and all losses, damages, liabilities, claims, suits, or actions made or asserted for any damages to person or property arising out of or in any way connected with Vendor/Exhibitor participation in the above named event. The Vendor/Exhibitor’s obligation to indemnify pursuant to this paragraph shall survive the termination of this Agreement.
2. Non-Assignment: The services agreed to herein are personal to Vendor/Exhibitor. Vendor/Exhibitor shall not transfer or assign this Agreement to any other individual or entity without the prior written consent of Tampa Bay Watch.
3. Supersedes: This Agreement supersedes all previous communications, negotiations, and/or contracts between the respective parties hereto, either verbal or written, and the same not expressly contained herein are hereby withdrawn and annulled.
4. Jurisdiction: This Agreement shall be governed by the laws of the State of Florida. Jurisdiction and venue of any suit, right, or cause of action arising under, or in connection with this Agreement shall be exclusive in Pinellas County, Florida.
5. Conduct: The Vendor/Exhibitor shall conduct the operation of the exhibit, display, or concession in a quiet and orderly manner at all times and shall keep the exhibit display area neat, clean, and free from rubbish. Each Vendor/Exhibitor is responsible for the proper disposal of all waste products. All garbage and refuse must be secured in appropriate receptacle before depositing in the trash containers located throughout the area. The 5’ space immediately surrounding any concession booth must be kept clean at all times by

the user of the concession. Violation of these rules may result in loss of booth space and privileges. Violators may be expelled from the grounds.

6. Licenses and Certificates: All required licenses and certificates must be current and in good standing.
7. Policies and Procedures: Tampa Bay Watch Policies and Procedures, as applicable, are incorporated herein by reference, and made a part of this Agreement.
8. Violation of Rules: Failure to comply with these rules and regulations may result in immediate loss of booth space and privileges. Violators may be directed to remove their booth materials and property from the event site.
9. Space Available: There is limited space available for both Commercial and Non-Commercial Vendors and/or Exhibitors at TradeWinds Island Resort Pavilion. Application for a Vendor/Exhibitor Booth for this event in no way guarantees approval for commercial or non-commercial, vendor or exhibit space at the Castaway Soirée, June 16, 2018.
10. Setup/Teardown Requirements: On the day of the event, every participating vendor must completely set up their booth by 1:00pm. The vendor shall be ready to receive visitors no later than 5:00pm the same day. Vendors who arrive after or fail to set up booths prior to 1:00pm shall not be permitted to participate in the event. All vehicle traffic is prohibited after 2:00pm and shall be prohibited for the duration of the event. Vendors shall not close and abandon their booths earlier than 10:00pm or when the time is indicated by the event manager on the day of the event.
11. Vendor Parking Areas: All vendor parking is located in the overflow section of the TradeWinds Pavilion parking lot, located to the North of the Pavilion.
12. Each vendor shall be provided one (1) 8' covered table and 2 chairs. Vendors will provide their own display items and other setup materials. If other arrangements are necessary, please contact Dawn Ladd at dladd@tampabay.rr.com
13. In 2018, Tampa Bay Watch is extending Complementary Vendor Spaces to select Vendors/Exhibitors/Organizations solely at the discretion of Tampa Bay Watch. In lieu of a typical vendor fee for space reservation, Tampa Bay Watch appreciates the guarantee of a split commission on all sales. Vendors/Exhibitors/Organizations will maintain all sales of their product for the duration of the event. A 30% portion of proceeds on all sales at the retail price of any item sold on Saturday, June 16, 2018 shall be remitted to Tampa Bay Watch via check by June 30, 2018. The Vendors/Exhibitors/Organizations shall retain 70% portion of proceeds on all sales at the retail price of any item sold on Saturday, June 16, 2018.
14. Publicity: Please furnish a high-resolution jpg or vector file of your logo to Dawn Ladd, dladd@tampabay.rr.com for elected use on printed and electronic event marketing. By providing your logo files to Tampa Bay Watch, you are authorizing their use as related to event marketing. All rights reserved by Tampa Bay Watch.
15. Artwork: Work must remain on display at the TradeWinds Island Resort Pavilion through the date specified on the face of this form. The artist or his/her authorized representative is responsible to setting up his/her own works on panels furnished on their own behalf.
16. Termination: This contract may be terminated by Tampa Bay Watch upon 30 days' notice. In the event there is a dispute under this agreement, the laws of the state of Florida shall govern the litigation. The prevailing party shall be entitled to recover all reasonable costs and attorney fees associated with the dispute.

## CONDITIONS COVERING ARTWORK

- a. All work accepted for the exhibit should be of high quality. Acceptance of any work by Tampa Bay Watch is revocable, and Tampa Bay Watch reserves the right to return work at the sole discretion of the Curator of Exhibitions or Event Manager. **All work must be suitably framed or ready for exhibiting. Two-dimensional works MUST be wired across the back.**

- b. Insurance: Tampa Bay Watch is not able to provide insurance for the art work. The lender shall be responsible for loss or damage and supply his/ her own insurance coverage. Tampa Bay Watch is unable to accept responsibility for any liability in connection with the property on loan due to accident or incident or theft before, during or after the Show.

**Please sign and return one copy of this form to Tampa Bay Watch. A countersigned copy will be returned to you. Tampa Bay Watch will not accept any work for exhibition and/or sale without advance receipt of a signed copy of this agreement. In addition, the undersigned hereby releases without qualification Tampa Bay Watch, its employees and officers, from any liability whatsoever in connection with any such temporary use of facilities or equipment.**

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Vendor Signature

Title

Date

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Tampa Bay Watch

Title

Date



# TAMPA BAY WATCH TARPON RODEO

HONORING ED ALBER

*Castaway Soirée*