



# Martin Luther King Day Parade

## Tampa, Florida

### Vendor Information Packet

The Dr Martin Luther King Parade Foundation invites you to be a vendor at the City of Tampa's Martin Luther King Day Parade on **Monday, January 21, 2019**. The parade has grown considerably over the years and is now attended by several thousand parade patrons from all over the bay area, as well as hundreds who participate as entries with floats, bands, businesses and community groups.

Our two mile route through East Tampa is lined from start to finish with enthusiastic and ethnically diverse crowds, enjoying the entertainment and sharing the experience while honoring a great American hero. Opportunities abound to sell food, refreshments, souvenirs and other merchandise and the costs to participate are minimal.

The attached vendor application outlines required documents, fees, terms and conditions. Your completed application and fee must be received by **December 15, 2018**. Please mail your check or money order, made payable to the Dr Martin Luther King Parade Foundation, Inc., 5508 N 50<sup>th</sup> St., Suite 28, Tampa, FL 33610.

Vendors will be restricted to prescribed locations as specified by the Dr Martin Luther King Parade Foundation, Inc.

Please be sure to visit our website [www.mlkjrparade.com](http://www.mlkjrparade.com) for more parade related information or feel free to contact us directly at 813-327-8316 should you have any additional questions.

Sincerely,

*Howard Harris*

Dr Martin Luther King Parade Foundation, Inc.

**Cancellations:** For safety of participants and spectators, if weather or other unforeseen events occur that are out of our control, the Dr Martin Luther King Parade Foundation reserves the right to cancel scheduled events or parade. Application fees are none refundable. If cancelled, there are no alternative dates.

**FOOD VENDOR/ CONCESSIONS AGREEMENT  
MARTIN LUTHER KING DAY PARADE  
TAMPA, FLORIDA**

**!!! DEADLINE FOR APPLICATION AND PAYMENT DECEMBER 15, 2017 !!!**

The Dr Martin Luther King Parade Foundation, Inc. and the vendor listed below agree that subject to the terms and conditions of this Agreement, Vendor shall sell only the products specified and approved at the Martin Luther King Day Parade in Tampa, Florida on **Monday, January 21, 2019**. Vending locations will be assigned by the Parade Foundation. This Agreement does not imply nor guarantee any exclusivity as to the selling of the products contracted under item (A) below:

VENDOR INFORMATION (PLEASE PRINT LEGIBLY)

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

(A) DESCRIPTION OF PRODUCTS  
(Use extra sheet if necessary)

Item \_\_\_\_\_

Item \_\_\_\_\_

Item \_\_\_\_\_

Item \_\_\_\_\_

Item \_\_\_\_\_

Any changes in specification of products to be sold (including additions or deletions to these agreed upon items) must be signed by BOTH parties and attached to this Agreement as an Addendum prior to them being sold. If food is to be prepared, please describe the method of preparation (i.e. fried, grilled, boiled, etc.)

Food vendors who cook shall come prepared with ½ inch plywood and grease proof tarp/covering. The plywood and covering will be placed as flooring under your designated work area and completely protect preparation and cooking areas from grease contamination and food spills. Vendors will need to bring a container onsite where old or used grease can be contained. They must take this grease off city property and dispose of it properly. Please see a list of grease disposal sites at the following website.

<http://www.tampagov.net/wastewater/programs/grease-ordinance/grease-hauler/grease-hauler-disposal-sites#Depot>

Any food vendors without these requirements will not be permitted to set-up or conduct any business until the City enforced requirement has been satisfied. If you do not satisfy the City's requirement, you will forfeit your entire payment, and will not be able to vend. No refund will be granted

To ALL Vendors – Please be advised that NO vehicles will be allowed to park anywhere on the parade route. Vendor locations are assigned by the Parade Foundation upon application. Vendors will be allowed to set-up trucks, tents and needed materials during the designated drop-off period, 8 am to 10 am – Monday January 15, 2018. Vendors may only operate at assigned locations. Each separate location requires a separate vendor fee. **Alcoholic beverages are strictly prohibited.**

To ALL Vendors – Each registered vendor will be issued a vending permit package by the Dr Martin Luther King Parade Foundation. This package will include a pass, to be displayed prominently on the vending booth or vehicle. Vendors operating without a pass issued by the Parade Foundation will be prohibited from vending, and any existing operations will be shut down.

Vendor Application Fee - \$100 per 10 linear feet. In addition, a \$100 Security Deposit PER LOCATION is required with each application.

**All insurance certificates indicating coverage as required per Item (4) of this contract's terms and conditions shall be remitted at the time of original application.** All fees should be remitted via cashier's check or money order made payable and forwarded to:

Dr Martin Luther King Parade Foundation, Inc.  
5508 N 50<sup>th</sup> St., Suite 28  
Tampa, Fl. 33610

### **Terms and Conditions**

- 1.) Dr Martin Luther King Parade Foundation, Inc. reserves the right to conduct the random “spot audits” of Vendors’ inventory and operations.
- 2.) Vendor sales outlet(s) will be located only within spaces specifically determined by Dr Martin Luther King Parade Foundation, Inc. management. Locations are subject to change, at any time, at the discretion of Dr Martin Luther King Parade Foundation, Inc. or Government authorities. Vendor shall not setup or park on City Right of Way unless the Right of Way has been closed by the City MOT (Maintenance of Traffic) for the event.
- 3.) Vendors are responsible for supplying their own personnel, tables, chairs, equipment, and signage. Vendor shall be responsible for the obtainment of all health permits and occupational licenses required. Vendor agrees to abide by all city, state and federal rules and regulations applicable to its activities at the Martin Luther King Day Parade.
- 4.) Vendor, at its sole cost and expense, shall procure, maintain, and carry in force throughout the term of this Agreement the following levels of insurance coverage. This coverage needs to be with a carrier licensed in the State of Florida. Current certificates of insurance must be provided to Dr Martin Luther King Parade Foundation, Inc. and maintained at all times during this Agreement.

**Worker's Compensation;** Vendor shall provide Worker’s Compensation for all employees at the site location. The limits shall be statutory for all Workers' Compensation.

**General Liability. Vehicle General Liability & Comprehensive Coverage and Product Liability Insurance Coverage;** Vendor shall provide coverage for all operations including, but not limited to,

Contractual, and Products and Completed Operation. The limits shall not be less than \$1,000,000 (One million dollars)/claim and minimum of \$2,000,000 (Two million dollars) aggregate, Combined Single Limit (CSL) personal injury and/or property damage, or its equivalent.

Vendor shall, prior to the event indicated, provide Dr Martin Luther King Parade Foundation, Inc. with a certificate of insurance indicating that the Vendor has vehicle general liability & comprehensive coverage, as well as product and general liability insurance covering any and all damages caused by Vendor or his employees, equipment, or products in an amount equal to \$1,000,000 per claim and minimum of \$2,000,000 aggregate. Vendor agrees to indemnify and hold harmless the Dr Martin Luther King Parade Foundation Inc., any and all “Title” and “Presenting” event sponsors, and the City of Tampa from any and all loss or damage to Vendor, Vendor's employees, customers, or any other person(s) attributable to any act or omission of Vendor and list them as additional insureds.

5.) This Agreement shall be void upon assignment or attempted assignment by Vendor. Dr Martin Luther King Parade Foundation, Inc. reserves the right to terminate this Agreement for any of the following reasons: Vendor sells, or attempts to sell, any product, or service other than those specified above, or breaches any of the terms or conditions contained in said Agreement, or the rules and regulations of the event stated. In the event Dr Martin Luther King Parade Foundation, Inc. terminates this Agreement, Vendor shall immediately cease any activities and remove all equipment, personnel, and other property and forfeit any fees paid to Dr Martin Luther King Parade Foundation, Inc. hereunder.

6.) No vendor shall be permitted to sell snap n' pops, silly string, or spray urine. No tent staking, no charcoal use, and no grease/ oil dumping. Vendor must provide for storage and removal of oil. **Security deposit will be withheld for any vendor site with grease/ oil dumping.**

By signing below, I attest that I am an agent of Company/Organization authorized to enter into this contract and bind Company/Organization. This application when approved shall constitute a legally binding contract between Company/Organization and the Dr Martin Luther King Parade Foundation, Inc. and shall be enforceable under law. This application will not be processed without the authorized vendor's signature and must be postmarked according to the fee schedule selected as indicated on vendor form. I certify that I have read and agree to the Terms and Conditions of this application.

**!!! DEADLINE FOR APPLICATION AND PAYMENT DECEMBER 15, 2017 !!!**

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

Dr Martin Luther King Parade Foundation, Inc.: \_\_\_\_\_  
Company Representative

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

Vendor Name: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

**VENDOR FEE**

Minimum Fee: \$ 100.00 per location

Security Deposit: \$ 100.00 per location

TOTAL DUE: \$ 200.00

All fees should be remitted via cashier's check or money order made payable and forwarded to:

Dr Martin Luther King Parade Foundation, Inc.  
5508 N 50<sup>th</sup> St., Suite 28  
Tampa, Florida 33610

No other forms of payment will be accepted.

Questions? Our office number is 813-327-8316 or e-mail us at [vendors@mlkparadefoundation.com](mailto:vendors@mlkparadefoundation.com)

<u>CONTRACTED LOCATIONS</u>	<u>(FOR OFFICE USE ONLY)</u>
<u>LOCATION 1</u>	
<u>LOCATION 2</u>	
<u>LOCATION 3</u>	

## SECURITY DEPOSIT

### AGREEMENT

As a participating vendor in the Martin Luther King Day Parade, a security deposit fee of \$100.00 per location will be charged. This security deposit is held to cover any incidental damages that may be caused by your operation at the stated event (i.e. grease spillage, sod damage, etc.) Note the following:

No oil dumping  
No charcoal use  
No tent staking  
No subcontracting

Additionally, please note that sale of the following products are PROHIBITED:

No silly string  
No snap 'n' pops  
No spray urine

This security deposit shall be remitted via a separate cashier's check or money order made payable and forwarded to:

Dr Martin Luther King Parade Foundation, Inc.  
5508 N 50<sup>th</sup> St., Suite 28  
Tampa, Fl 33610

No other forms of payment will be accepted.

As a participating vendor at the Martin Luther King Day Parade, I understand what is required of me to receive a refund of my security deposit.

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

Authorized Signature: \_\_\_\_\_

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

Total Security Deposit(s) Paid: \_\_\_\_\_

One deposit per  
location

**Refunds will be issued in  
approximately 10  
business  
days following the event**