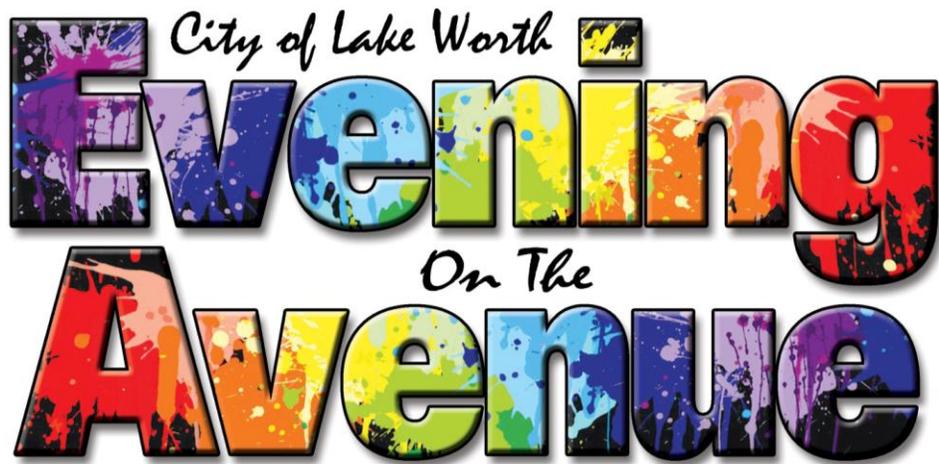


*City of Lake Worth*



**EVENING**  
*On The*  
**AVENUE**

**CITY OF LAKE WORTH**

**SPECIAL EVENTS DIVISION  
LEISURE SERVICES DEPARTMENT**

# **VENDOR PACKET**

**Evening on the Avenue Vendor Packet**

**Created October 01, 2015**

City of Lake Worth  
Special Events Division  
1699 Wingfield Street  
Lake Worth, Florida 33460  
(561) 533-7335



**CITY OF LAKE WORTH  
LEISURE SERVICES DEPARTMENT**

**EOA - Evening on the Avenue Vendor Packet**

**GENERAL INFORMATION:**

City of Lake Worth Special Events Division  
1699 Wingfield Street, Lake Worth Florida, 33460  
Telephone: (561) 533-7335  
Fax: (561) 586-1647

**APPLICATIONS REQUIREMENTS:**

Vendors are required to complete and sign the Vendor Application prior to being considered as a vendor at the Evening on the Avenue events. The application shall include, at a minimum, the following items which shall be submitted to the City's Special Events Division:

1. Fee \$35.00 - \$55.00 (see fee schedule)
2. Complete form EOA-Vendor Application
3. Sign Indemnification Agreement
4. BTR: obtain and submit Business Tax Receipt
5. Photo of booth presentation
6. Required Insurance Certificate
7. Submit Corporate Registration or proof of Non-Profit status (if applicable)

Incomplete or illegible applications will not be approved. Submittal of a completed application does not guarantee approval of the vendor for the event.

The City reserves the right to deny any application. An application may be denied for the following reasons: duplicate vendor item, failed presentation review, failure to meet application submittal deadlines, failure to submit appropriate documents in a timely manner, failure to obtain all applicable City, State, County and Health Dept. permits and licenses, and prior violation of vendor Rules and Regulations.

Thank you,

CITY OF LAKE WORTH  
Leisure Services Department

## FREQUENTLY ASKED QUESTIONS

**Q: Where can I get a vendor application?**

A: application can be found at [www.lakeworth.org/events](http://www.lakeworth.org/events) or visit our Special Events Division located at 1699 Wingfield Street Lake Worth Florida 33460.

**Q: When is my application due?**

A: Applications may be submitted at anytime.

**Q: When will I know if my application has been approved?**

A: You will receive approval or denial of your application within 7-10 business days of submission. The City reserves the right to deny any application for vendor participation.

**Q: How do I secure my event date?**

A: Once your application and application fee is received, your reservation will be secured.

**Q: How will I know if an Evening on the Avenue has been rescheduled or cancelled?**

A: You will receive a one-way text message via REMIND 101 or press release.

**Q: How do I confirm or decline participation for an Evening on the Avenue?**

A: via REMIND 101 or email.

**Q: Where do I make my vendor payment?**

A: You may submit payment at our Special Events Division; payable by check, money order, credit card/debit or cash. Please make all payments payable to the City of Lake Worth.

**Q: Can I participate as a vendor if I do not have insurance, but met all other requirements?**

A: No, all vendors must provide insurance as it is mandatory.

**Q: Where can I purchase General Commercial Liability Insurance?**

A: Assurance Connection, located at 129 N Federal Hwy Suite 202, Lake Worth FL 33460  
Phone: (561) 318-0445 Fax: (877) 736-2559 Email: [rkmaag@assuranceconnection.com](mailto:rkmaag@assuranceconnection.com)

**Q. What is Business Tax Receipt and why do I need it?**

A. Proof of payment of business tax and it allows vendors to do business herein the City of Lake Worth; a County-wide BTR is not acceptable.

**Q: How much is a BTR?**

A: one-time payment of \$31.99 (City currently waived this fee)

**Q: Where do I make payment for my BTR?**

A: Osborne Community Center, 1699 Wingfield Street, Lake Worth Florida 33460.

**Q: Will I be required to purchase a BTR every time I participate?**

A: No, the BTR is licensed for one year.

**Q: What is the refund policy?**

A: There are no refunds for cancellation of event due to circumstances beyond our control. However, we will provide another Evening on the Avenue date in which you may participate.

**Q: Whom should I contact with additional questions?**

A: The Special Events Division prefers you review this packet in its entirety which will answer many of your questions before contacting the City. However, you may contact the Special Events Coordinator at (561) 533-7335 | e-mail [cbrown@lakeworth.org](mailto:cbrown@lakeworth.org)

## **RULES AND REGULATIONS**

By signing the Vendor Application, each vendor is agreeing to comply with the City's Rules and Regulations set forth below and as amended from time to time.

1. All vendors must have all required permits and licenses for their business and product(s) and shall conduct business in accordance with all applicable laws, ordinances, regulations and rules.
2. To avoid duplicate products, vendors must select one vendor code; only approved items will be allowed to be sold at the event. The City does not guarantee any vendor the exclusive right to sell any one product. The City will determine when a product category is adequately represented.
3. All approved vendors must attend vendor orientation as it is mandatory in efforts to participate in any City of Lake Worth event.
4. All vendors must satisfy City of Lake Worth requirements for booth presentation and event inspection for each event. Tables must be covered by tablecloths. Tablecloths must extend to the ground around front and all sides of table. Exhibits and displayed must be contained within your 10x10 space.
5. Vendors are required to obtain a City of Lake Worth Business Tax Receipt. Please be advised that a Countywide BTR is not acceptable. The City will complete an inter-city permit for all vendors and as a result the one-time fee of \$31.99 will be waived. Permit is good for one year.

6. All vendors shall maintain commercial general liability insurance in the amount of \$300,000 per occurrence to protect the vendor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any Vendor operations. The vendor shall provide the City with a Certificate of Insurance that lists the "City of Lake Worth" as an Additional Insured.

**ACT INSURANCE 1 (800) 568-0548 agency offers 1-30 day policies, starting at \$39**

7. To maintain a positive atmosphere, vendors should bring concerns about the event to the City staff working the event, not to customers or other vendors.

8. Vendors shall not violate the City's Noise Control Ordinance set forth in Sec. 15-24 – 15-24.10.

If vendor plays music, the volume must be at a level for adjacent vendors, staff members, and the public to conduct business in a normal speaking voice and must not interfere with event music.

9. Vendors and those associated with a vendor are expected to maintain a professional and courteous attitude towards event patrons, other vendors, City staff, and those affiliated with the City. Discrimination, rude, abusive, offensive, or other disruptive conduct is strictly prohibited. If a Vendor violates this provision, such violation may result in immediate removal of the Vendor from the event and/or exclusion from future City events.

10. Space assignments will be determined by the order in which confirmation for event participation and payment are received.

11. Payment for individual events must be made no less than 48 hours prior to the date of the event. No space assignment will be made without full payment. We accept check, credit, money order and cash. All credit/debit payments must be made inter-office.

12. All fees are non-refundable. There are no refunds for a cancellation of an event. However, if available, you will be provided with another Evening on the Avenue date in which you may participate.

13. City of Lake Worth acknowledges non-profit organizations and as a result vendor fees may be waived or reduced at the discretion of the Special Events Coordinator. Organizations claiming non-profit status must submit the following required documents: 501(c)(3) letter **and** tax exempt form to prove 501(c)(3) status.

14. Each vendor and a representative of the City shall inspect and document the condition of the vendor's booth on or before the commencement of set up. Photographs of the booth area shall be taken. Vendors shall restore the site to a condition equal to that existing on the date of the inspection and pay all costs for the repair and replacement of City property upon written demand. If any such repairs are not completed within 24 hours of the event, it is understood that the City will have the right to complete the work and charge the vendor for the costs.

15. Set-up for events is scheduled on the Friday of the event from 3:30 pm to 5:30 pm. No vendor is permitted to set-up prior to or thereafter. You must be set-up for inspections 30 minutes prior to 6:00 pm; otherwise, the City may deny your participation in the event and no refunds will be made. Food vendors are to be set up one hour prior to start of the event to allow for final inspection by the Fire Department (if applicable).

16. Breakdown for events is scheduled on the Friday of the event from 10:00 pm to 11:00 pm. You must participate in the event from 6:00 pm to 10:00 pm. Early breakdown may result in exclusion from any future City events.

17. Vendors are responsible for the removal of all items and refuse from their tents and shall sweep up and remove all debris. If City employees or contractors must clean or dispose of vendor's garbage or if pavement is damaged or soiled, the vendor will be charged a cleaning fee which will be due and payable upon receipt of the invoice.

18. On the day of each event, between the hours of 4:30 pm to 10:00 pm, M Street is reserved for Food Trucks only.

19. Vendor tents must be in good clean condition. Weights must be used to ground tents because no stakes are permitted. Exhibits, displays and products must be contained within the booth space and must be kept clean and orderly throughout the entire event. No garbage, boxes, etc. may be in view. All exhibits, displays and products shall be appropriate for a family-friendly event.

20. Vendor fee is for a 10'x10' space only. Additional rental space is prohibited.

21. Vendors are responsible for set-up and breakdown. Vendors are prohibited from tent sharing. Each vendor must provide their own tent.

22. **NO BEVERAGES** may be sold by any vendor, no exceptions. Failure to comply will result in exclusion from all future events.

23. Vendors must register for our one-way text message system REMIND 101 to receive event updates, notifications and special event invites.

24. Electricity (5 amps of power= 2 lights) is provided for lighting but vendor must supply their own lights (fluorescent/energy efficient) as well as approved 10x10 tent, tables, cord (min. #12/25 ft.) and chairs. The power access at the City's Cultural Plaza automatically turns on at 5:30 pm.

25. All extension cords must be in good working condition and secured in a safe manner, with proper grounding prongs so as not to present a hazard to the public. **DO NOT OVERLOAD POWER STRIPS.** City electrician will inspect prior to event.
26. Vendors who will be cooking (charcoal, grease, oil, etc.) will be required to have in their possession a 10 lb. fire extinguisher with a Class ABC rating. The extinguisher must be in serviceable condition or the vendor will be shut down until one is obtained.
27. No food vendors shall set-up on or use the grass or paved area at Cultural Plaza.
28. Equipment rentals (tables, chairs, lights, extension cords, and tents) are available at an additional cost with specific terms and conditions.
29. All vendors are permitted to unload on M Street, but must then immediately remove vehicles from M Street to a designated parking area.
30. Vendors with handicap permits may remain parked on M Street in a designated handicap parking space during the event. All other vendors are prohibited. Failure to remove vehicle will result in penalty charges that must be paid before participation in another event.
31. All vendors are required to provide their own trash receptacles with liners for disposing of waste materials. Bags are to be securely tied and disposed of in proper receptacles/dumpsters. The City will provide trash receptacles for public use only. These trash receptacles are not to be used by the vendors. All boxes must be broken down before discarding.
32. Cellular and Emergency contact numbers of the vendor are required by the Special Events Division. These numbers shall be used to contact the vendor if the need should arise.
33. The event staff and the City of Lake Worth will not be liable for any losses or damages of any kind that occur at any vendor's booth.

## **RULES AND REGULATIONS SPECIFIC TO FOOD VENDORS**

34. Sanitary food facilities shall be provided by each food vendor in accordance with all applicable laws, ordinances, regulations, permits, licenses, rules and regulations of the Florida Department of Environmental Protection and the Palm Beach County Health Department and any other entity with jurisdiction.

35. All food vendors must provide their own absorbent type of grease mat. Used grease, oil, charcoal or food waste cannot be dumped anywhere on City Property or down street drains or otherwise. Food vendors agree to ensure that any and all grease, oil, charcoal and food waste shall be properly disposed of in accordance with all applicable laws, ordinances, regulations, permits, licenses, rules and regulations. In the event the food vendor fails to properly dispose of these items or any other item, the City will charge the food vendor for the cost incurred by the City to do so and for any damage such improper disposal may cause.

36. If the food vendor has a valid and currently effective occupational license and State of Florida Division of Hotels and Restaurants license for his/her restaurant or other place of business, then no other business tax receipt is due. If the food vendor has a Division of Hotels and Restaurants approved mobile food vending unit or Health Department approved mobile food vending cart, then the vendor must obtain a Palm Beach County Mobile Occupational License (561-355-2272). A copy must be submitted with the Vendor Application. If the food vendor is established specifically for the event and does not meet the previous two group's criteria, then the vendor must contact the Division of Hotels and Restaurants to obtain a copy of the temporary license to be submitted with the application.

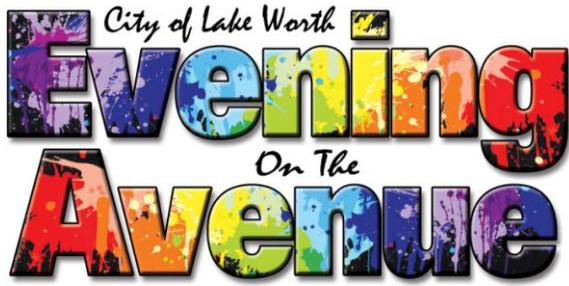
37. All stands or tables supporting cooking facilities will be of stable construction, so as to prevent any accidental knocking over by the public or vendors. All cooking will be done in an open area and precautions will be taken to protect the public from having any accidental contact with the cooking areas.

38. Vendors are responsible for having all those associated with their booths to adhere to all of the rules and regulations and any other direction given by City staff.

**FEES**

**EVENT FEES.** Below are the payment options available to interested event vendors. Annual fee a/k/a “The Preferred Vendor Package” must be paid in full to secure a permanent space assignment at Evening on the Avenue events. All fees mentioned herein are subject to change without notice. Pricing includes 25 events.

CODE	CATEGORY	PRODUCT DESCRIPTION	A LA CART FEE	ANNUAL FEE
OH	Organics & Health	flowers, plants, candles, herbs, spices, therapeutic oils	\$35.00	\$875.00
CM	Commercial	promotional and/or marketing products for company, hands-on demonstrations, surveys, recruitment, registrations	\$35.00	\$875.00
AC	Arts & Craft	Family-friendly products, re-sale items, toys	\$40.00	\$1,000.00
HAC	Hand-made Crafts	Items produced from glass, sterling silver, crystal, wood, ceramic, metal, acrylic, yarn, fabric	\$40.00	\$1,000.00
B	Beauty	Soap, lotion, balm, hair care products, body/facial rubs	\$40.00	\$1,000.00
PFV	Prepared Food vendor	Food prepared off-site and prepackaged for sale (commercial foods, pastries, breads, desserts, dry mixes, jarred condiment)	\$40.00	\$1,000.00
FA	Fine Art	ornaments, sculptures, signs, painting, sketches	\$40.00	\$1,000.00
CL	Clothing	blouses, pants, graphic tees, jackets, shoes	\$40.00	\$1,000.00
JY	Jewelry	bracelets, necklace earrings, charms, pendants, rings	\$40.00	\$1,000.00
HFV	Hot Food vendor	Food prepared on-site	\$55.00	\$1,375.00



Lake Worth, Florida. The Art of Florida Living.<sup>sm</sup>

Chiquita Brown  
Special Events Coordinator

1699 Wingfield Street  
Lake Worth, FL 33461  
[cbrown@lakeworth.org](mailto:cbrown@lakeworth.org)  
(561) 533-7335

## VENDOR APPLICATION

BOOTH/COMPANY NAME \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ BTR NO. \_\_\_\_\_

TELEPHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PRODUCT(S) TO BE SOLD AT BOOTH:  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH THE FOLLOWING TO THIS APPLICATION:**

- \_\_\_\_\_ Fee \$35.00 - \$55.00 (fee schedule below)
- \_\_\_\_\_ Completed and signed EOA-Vendor Application
- \_\_\_\_\_ Signed Indemnification Agreement
- \_\_\_\_\_ General Commercial Liability Insurance (City of Lake Worth as additional insured)
- \_\_\_\_\_ Photograph of booth presentation/product
- \_\_\_\_\_ BTR: obtain and submit Business Tax Receipt
- \_\_\_\_\_ Copy of Corporate Registration or proof of Non-Profit status (if applicable)

CODE	PRODUCT DESCRIPTION		FEE
OH	Organics & Health	flowers, plants, candles, herbs, spices, therapeutic oils	\$35.00
CM	Commercial	promotional and/or marketing products for company, hands-on demonstrations, surveys, recruitment, registrations	\$35.00
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HFV	Hot Food vendor	Food prepared on-site	\$55.00

By my signature below, I swear and affirm that I have been provided a copy of the EOA Rules and Regulations, I have read and understand them, and I agree to abide by these Rules and Regulations. I understand that the Rules and Regulations and fees involved are subject to change at any time and without notice. By my signature below, I swear and affirm that I have all appropriate permits and licenses to conduct my business and sell my product(s) at the event. I agree that I may only sell the product(s) listed above at the event. I acknowledge and understand that photographs of participants in the program may be taken and used by the City on the City's website, social media or in other City publications, and I hereby expressly consent to the use of such photographs or likeness and the use of our names in this regard.

By my signature below, I agree to indemnify, defend, save and hold harmless the City and its officials, agents and employees from any claim, demand, suit, loss, cost or expense or any damages which may be asserted, claimed or recovered against or from the City or its officials, agents and employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with my participation at the event including those arising during the set up and breakdown of the event. This indemnification includes, but is not limited to, compliance with the rules and regulations of the event, or any act or omission of me, my agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. I further agree to indemnify, defend, save and hold harmless the City and its officials, agents and employees from any claim, demand, suit, loss, cost or expense or any damages arising out of or relating to my failure to obtain all necessary performing rights and licenses including, but not limited to, BMI, ASCAP and SESAC.

On behalf of the business and him/herself, individually, the Vendor has read, understands, and agrees to all of the above:

\_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Date

**Print Vendor Name** \_\_\_\_\_

