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LINE FOR ONLINE AND MAILED PAYMENT/AP	PLICATION: SUN	DAY SEPTEM	BER 8 2019 NO EX
RESERVE YOUR VENDOR SPACE (MARK YO	UR CHOICE)		
FOOD, CULTURAL AND ARTS VENDOR			
1- 10x10 Food Vendor Space: \$550	Need mo	re space?	
1- Food Truck Vendor Spaces: \$700	2- 10	x10's vendor	spaces: \$850
BUSINESS VENDOR			
1- 10x10 Business Vendor space: \$800	Need mo	re snace?	
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106.5 Viva Tampa Bay" Hispanic Heritage Festival.

CHECK PAYMENTS, MONEY ORDERS, AND CASHIER'S CHECKS

WE ACCEPT CHECKS, MONEY ORDERS, AND CASHIER'S CHECKS

Make your check payable to: All American Music Productions, Inc.

If Paying by Mail send to: All American Music Production, Inc., P.O. Box 48762, Tampa, FL 33646

If your Check is not valid and is returned you will be charged a NSF fee of \$50, if payment is not resolved 10 days before event, you WILL NOT be able to reserve nor participate in the "RUMBA 106.5 VIVA TAMPA BAY" HISPANIC HERITAGE FESTIVAL. credit card are charged a processing fee of 3.80%.

You agree to sell only the products pre-approved by "Rumba 106.5's Viva Tampa Bay" Hispanic Heritage Festival. This vendor package includes: (i) your vendor space; and (ii) promotion of your business, beginning immediately upon receipt of this Vendor Application Form and Agreement and verified receipt of payment in full. "RUMBA 106.5's VIVA TAMPA BAY" HISPANIC HERITAGE FESTIVAL is a rain or shine event. It is scheduled for Sunday - October 6th, 2019 at the Perry Harvey Sr. Park 1000 E Harrison St, Tampa, FL 33602. Events hours are from: 11:00 AM – 8:00 PM. (Vendors are not allowed to leave until 8:00 PM)

BY SIGNING BELOW, I ACKNOWLEDGE, AGREE, AND UNDERSTAND THAT: (I) THERE ARE NO REFUNDS ON PAYMENTS OR DEPOSITS FOR MY VENDOR SPACE, WITHOUT EXCEPTION; (II) MY VENDOR SPACE IS AS-IS, WHERE-IS, AND IS WITHOUT ANY IMPLIED WARRANTIES OR GUARANTEES OF EXCLUSIVITY, WHATSOEVER; AND (III) I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS VENDOR APPLICATION FORM AND AGREEMENT AND THAT I AM AGREEING TO THESE TERMS AND CONDITIONS FREELY AND VOLUNTARILY:

Signature:	Print Name	e: Date:	

VENDOR RULES AND REGULATIONS

VENDOR TENTS: Vendor Tent Spaces are 10'x10' No Tent Staking: Vendors are not allowed to stake any tents into the ground. No Subcontracting: Only 1 "pre-approved" vendor is permitted in your vendor space. Multiple companies and/or vendors sharing a single vendor space is NOT permitted. TENTS, TABLES, CHAIRS, TABLE COVERS, AND OR GENERATORS WILL **NOT** BE PROVIDED OR AVAILABLE TO RENT; vendors must bring their own Tent, Table, Chairs & Table Cover, and or Generators. Tent weights are necessary in order to properly secure tents, and to avoid tents taking flight in a bit of wind. **THE CITY OF TAMPA REQUIRES THAT ALL TENTS MUST BE PROPERLY WEIGHTED AND SECURED.** ALL VENDORS ARE RESPONSIBLE FOR PROPERLY SECURING THEIR TENTS AND MAY BE ASKED TO LEAVE IF IT IS DETERMINED THAT THEIR TENT IS NOT PROPERLY SECURED. A securely weighted tent will ensure the canopy does not take off and damage the vendor's inventory or the inventory of craft artists near that vendor.

BOOTH PLACEMENT: BOOTH PLACEMENT AND VENDOR SPACE IS AS-IS, WHERE-IS, AND IS WITHOUT ANY IMPLIED WARRANTIES OR GUARANTEES OF EXCLUSIVITY, WHATSOEVER. Neither All American Music Productions, Inc., nor any of the participants in "Rumba 106.5's Viva Tampa Bay" Hispanic Heritage Festival are permitted to prohibit booth placement to prevent competition or solicitation of neighboring booths and/or vendor spaces, including their customers and/or employees.

STORAGE: There will be no storage allowed outside the booth and vendor space for any of the vendor's supplies, equipment or inventory.

FOOD VENDOR HAND-WASHING STATION: This is actually the same as the 3 compartment sink. Use either an igloo water container or purchase a 2 1/2 gallon purified water container with a shut off valve (at any supermarket). Place the water source on a table and place the plastic bin just below it to catch the water. Make sure to have hand sanitizer, hand soap and a roll of paper towels next to this.

FOOD VENDOR COOKING WITH OIL/GREASE/OPEN FIRE: Food Vendors cooking with Grease and/or Oil are required to cover the ground with either a tarp or plywood, NO OIL AND/OR GREASE DUMPING IS PERMITTED! THERE WILL BE A GREASE TRAP ON LOCATION. ANY VENDORS WITH OPEN FIRE WHILE COOKING ARE PROHIBITED FROM HAVING AN OPEN FLAME UNDER ANY TENT WHICH INCLUDES MAINTAINING A MINIMUM AND SAFE DISTANCE BETWEEN ANY OPEN FIRE, ANY TENT, AND/OR ANYTHING FLAMMABLE OR COMBUSTIBLE, INCLUDING ANY PROPANE TANKS, GAS TANKS, AND/OR LOOSE OIL AND/OR GREASE.

GARBAGE DISPOSAL: Vendors are each responsible for cleaning their booth and vendor area at the end of the event. There will be a garbage disposal area at the festival. If the vendor's area and/or booth is left dirty, the City of Tampa is permitted to issue that vendor a FINE. All garbage should be bagged and placed on the designated garbage collection area.

FOOD VENDOR FIRE EXTINGUISHERS: All Food Vendors are required to have a Class 2A-10BC Fire Extinguisher and Food Vendors cooking with Grease/Oil are required to have both a Class 2A-10BC Fire Extinguisher and a Class K Fire Extinguisher (Grease/Oil).

GENERATORS: All Vendors must make sure that generators do not obstruct the walkways located around the Tent area and the Generator's exhaust must face outward away from the tent when running. Absolutely NO petroleum gas tanks are permitted anywhere near tents or generators. Subject to the above and foregoing, small generators are allowed outside of the vendor's tent and/or booth area if electricity is required. **No electricity will be provided anywhere or at any time during the Event.** Vendors are encouraged to plan accordingly and to bring a generator if electricity is needed.

CORDS AND CABLES: All Vendors using extension cords and Cables must not obstruct the walk ways in front or behind the tent area. When using extension cords, vendors must ensure that extension cords and cables are always unraveled and unwrapped when used. **BE ADVISED THAT WRAPPED AND RAVELED EXTENSION CORDS AND CABLES – WHILE IN USE - ARE A FIRE HAZARD.**

STATE LAWS: All vendors are responsible for paying any and all applicable sales tax with respect to the sale of goods, and for procuring all permits and documentation as may be required by local and state government to operate within the state of Florida.

GENERAL PROVISIONS: THERE ARE NO REFUNDS ON PAYMENTS OR DEPOSITS FOR VENDOR SPACE, WITHOUT EXCEPTION. All sales are final and All American Music Productions, Inc. reserves the right to prohibit vendor participation in "Rumba 106.5's Viva Tampa Bay" Hispanic Heritage Festival should any payments or deposits not clear its account, or be paid in full. If All American Music Productions, Inc., ViVa Tampa Bay Hispanic Heritage Festival, Course of Action Foundation, or Rumba 106.5, including any of its authorized representatives, are required to take any legal action to enforce any of their rights or duties under this Vendor Application Form and Agreement, Vendor will be responsible for all attorney's fees and costs arising from or attributable to such legal action.

INDEMNIFICATION AND INSURANCE: Vendors are solely responsible for any injuries, accidents, or losses which may be sustained as a result of vendor's participation in "Rumba 106.5's Viva Tampa Bay" Hispanic Heritage Festival. Event promoters, producers, sponsors, other vendors or guests will have no responsibility for any accident or injury caused by a vendor's participation in "Rumba 106.5's Viva Tampa

Bay" Hispanic Heritage Festival, including any of that vendor's activities while participating in "Rumba 106.5's Viva Tampa Bay" Hispanic Heritage Festival. All vendors are required to maintain their own liability insurance and have proof of insurance available during the Festival for inspection purposes. By participating in the "Rumba 106.5's Viva Tampa Bay" Hispanic Heritage Festival, Vendors agree to sign the Release and Hold Harmless Agreement at the end of this Vendor Application Form and Agreement, and to indemnify and hold harmless the City of Tampa, All American Music Productions, Inc., Rumba 106.5, Inc. and La Crema Productions from any and all damages, lawsuits, or claims arising out of any injuries or accidents occurring by vendor's activities.

Please mail or e-mail proof of insurance with your application no later than 8 Sept 2019. All American Music Productions, Inc. reserves the right to prohibit vendor participation in "Rumba 106.5's Viva Tampa Bay" Hispanic Heritage Festival if vendor dos not provide timely and satisfactory proof of insurance.

Please send a copy of your Health and insurance certificate with your application to: All American Music Production P.O. Box 48762 Tampa, FL 33646. <u>Insurance certificates MUST be received no later than September 8th 2019.</u>

All insurance certificates indicating coverage, and naming the following as additional insureds:

- 1. All American Music Productions, Inc. & Viva Tampa Bay Hispanic Heritage Festival
- 2. Rumba 106.5
- 3. Course of Action Foundation
- 4. La Crema Productions

FOOD VENDOR LICENSE AND PERMITS: Temporary public food service establishments and vendors are required to have the proper licensing. If vendors do not have a permit to sell food and need a temporary license, the vendor is encouraged to make prior arrangements with the City of Tampa office of special events to begin a temporary food permit application. The contact information is:

Phone: (813) 274-8854 Fax: (813) 274-7744

Email: specialevents@tampagov.net

Proof of food vendor license is required with completion of this Vendor Application Form and Agreement. Vendor Application Form and Agreements will not be accepted until proof of complete food vendor licensing is provided with it.

FOOD VENDOR INSPECTION AND VIOLATION: Please note that if the Health Department inspects any vendor and finds vendor to be in violation of any of the vendor rules and regulations stated herein, that vendor may be asked to shut down and/or imposed to pay a fine. If a vendor is found to be in violation of any of the vendor rules and regulations stated herein, and is asked to shut down, vendor understands and acknowledges that the event promoters will not be held responsible.

HEALTH DEPARTMENT INSPECTIONS: The Health Department will be present at the event and will inspect Food Vendors for compliance. <u>Food Vendors are required to email or send a copy of their Business License and/or permit to: All American Music Production P.O. Box 48762 Tampa, FL 33646 no later than 30 days prior to event.</u>

ITEMS PROHIBITED AT FESTIVAL:

No person shall bring in to the Festival or possess, set off, or otherwise cause to explode, discharge, or any firecrackers, torpedoes, rockets, cannons, or other fireworks or explosives of or containing flammable material or any substance, compound, mixture, or article which, in conjunction with any other substance or compound, may explode, discharge, or burn. **NO GLASS BOTTLES, BEER, WINE OR ALCOHOL AND ABSOLUTELY NO FIREARMS ARE PERMITTED AT "RUMBA 106.5'S VIVA TAMPA BAY" HISPANIC HERITAGE FESTIVAL.** Only certified service animals are allowed, otherwise pets and/or animals will not be permitted access to "Rumba 106.5's Viva Tampa Bay" Hispanic Heritage Festival. No skateboards, roller-skates/ inline skates or scooters. See additional City of Tampa park and regulations list at the end of this packet.

VENDOR SETUP AND BREAKDOWN: "Rumba 106.5's Viva Tampa Bay" Hispanic Heritage Festival is scheduled to take place on Sunday, October 6th, 2019 at the Perry Harvey Sr. Park 1000 E Harrison St, Tampa, FL 33602. Events hours are from: 11:00 AM – 8:00 PM, EST. Food Vendors must begin setup at 7:30 AM, EST, and complete setup by 9:30 AM, EST. Cultural and Business Vendors must begin setup at 8:30 AM, EST and complete setup by 9:30 AM, EST. Setup instructions will be emailed prior to "Rumba 106.5's Viva Tampa Bay" Hispanic Heritage Festival. No Vendors are permitted to leave before 8:00 PM, EST. If any vendor arrives later than their appointed time, that vendor will have to wait for accommodation and is subject to forfeiture of that vendor's space; NO REFUNDS WILL BE ISSUED IF A VENDOR'S SPACE IS FORFEITED, WITHOUT EXCEPTION. VENDORS ARE ENCOURAGED TO BE ON TIME. Vendors can begin breakdown at 8 PM, EST. Vendor breakdown must be completed by no later than 11:30 PM, EST. VENDORS NEEDING TO SET UP EARLIER (SATURDAY) MUST EMAIL THEIR REQUEST TO: ARLENE@ALLAMERICANMUSICEVENTS.COM.

TRASH / CLEAN UP: Booth and vendor space must be free of trash, litter and other refuse at all times. Failure to do so will result in forfeiture of consideration for participation in future events. Booth and vendor space and/or area will be free of all trash and recyclables by the end of the day, and all items placed in proper receptacles. Each vendor (including any exhibitor) is required to clean booth and vendor space and leave the premises in the same condition as they were found it in. All vendors (including any exhibitor) must bring their own cleaning supplies. ALL AMERICAN MUSIC PRODUCTIONS, INC., RESERVES THE RIGHT TO ASSESS A REASONABLE MAINTENANCE AND CLEANING FEE TO ANY VENDOR RESPONSIBLE FOR NOT CLEANING THEIR BOOTH AND VENDOR SPACE, INCLUDING DISPOSAL OF ALL TRASH AND RECYCLABLES BY THE END OF THE DAY.

NOISE LIMITATIONS: To respect the needs of all vendors, music of any kind will not be allowed to be heard from beyond the rented booth space. ALL AMERICAN MUSIC PRODUCTIONS, INC., RESERVES THE RIGHT TO ASK ANY VENDOR TO LOWER THE VOLUME OF ANY MUSIC PLAYED IN ANY BOOTH AND VENDOR SPACE IF IT CAN BE HEARD FROM BEYOND THAT VENDOR'S BOOTH AND VENDOR SPACE.

QUESTIONS? VENDING OFFICE NUMBER:

Email: Arlene Marie (arlene@allamericanmusicevents.com)

Mailing Address: All American Music

Production P.O. Box 48762 Tampa, FL 33646

CITY OF TAMPA PARK RULES AND REGULATIONS

THESE RULES AND REGULATIONS MUST BE ADHERED TO AND ABIDED BY AT ALL TIMES, WITHOUT EXCEPTION

- No staking of tents or any other equipment in the park. Everything must be weighed down by sandbags or water ballasts.
- 2) Cord covers (yellow jackets) must be over any electrical extension cord or water hose that cross any public pathways. Cord covers are to be provided by event organizer.
- 3) Plywood must be placed under any vehicle tires and engine parked on non-load bearing areas in the park.
- 4) No obstruction is permitted on the Riverwalk or any public pathway without proper authorization.
- 5) Plywood and tarps must be placed under any heat source including grilling equipment, fryers, warmers, etc.
- 6) Public access cannot be denied -- Park cannot be closed off with fencing no more than one hour prior to event permitted times.
- 7) Public restrooms cannot be used exclusively for VIPs.
- 8) Lane Closure of Ashley Drive or Old Water Street for move-in and move-out is required based on Parks Operation Team's discretion.
- 9) Please dispose of grease in the appropriate grease trap receptacles.
- 10) No PARKING in RIGHT OF WAY of Ashley Drive, Twiggs Street or Gasparilla Plaza during Load In, Load Out and during event. Vehicles in violation are subject to tickets and being towed.
- 11) No sidewalk chalk or lawn marking paint allowed.
- 12) All event equipment must be out of the park by close of business of designated load out date.
- 13) Electricity is available but not guaranteed. Limited potable water is available.
- 14) No glass is allowed in the park. Exception to rule allows only back of house server to pour from glass into plastic cups keeping glass in secured location so that it does not end up all over the park. Glass bottles are to be contained in cardboard boxes once emptied.
- 15) Class K Fire extinguishers are required for any cooking that causes grease laden vapor.
- 16) Propane must be connected by a hose that is minimum of 5' in length and away from the flame source.
- 17) Event promoter responsible for cleanup of any grease spill or waste spill.
- 18) Tying off equipment or tenting into trees, railing, benches, poles and fencing is not allowed.
- 19) Gray water must be disposed properly. No pouring into the storm drains, flower beds and/or lawn.
- 20) No driving or parking equipment on louver fountains and mist fountains. No driving on non-load bearing areas, Riverwalk, and Museums' properties. Vehicles include golf carts, gators, trucks at all.
- 21) No confetti/ streamers permitted in the park.
- 22) Lane Closure of Harrison Street required if using stage pad at Perry Harvey Sr. Park.
- 23) Feather flag exit signs are required for all gated events. Signs are to be placed at all exits, including emergency exits. And must be a minimum of 12" above the top fence rail.

- Portolets may be set up the day before an event and clean up the day after an event, but they must be zip tied closed when not in use. Ties will be removed during event.
- 25) Amplified sound is permitted from 8:00 AM, EST, to 10:00 PM, EST, ONLY. While amplified sound is permitted during that time, it must be played at a reasonable level.
- Access into parks will be at the discretion of Parks Operation Team. Organizers and vendors are not permitted to remove bollards.

TIPS FOR EXHIBITORS AND VENDORS

Get the most out of this year's "Rumba 106.5's Tampa Bay" Hispanic Heritage Festival!

- 1. Bring out your supporters. Before the Festival, why not send an e-mail blast to your mailing list letting your supporters know that you'll be there and encourage them to drop by? Like us on Facebook & SHARE!
- 2. Arrive on time! Arriving within your assigned time frame will ensure that all vendors are given adequate time for set up.
- 3. Respect the instructions from the Festival Staff and Volunteers These individuals will be clearly distinguishable from the crowd. They are there to help maintain a safe, informative and exciting day!
- 4. Pace yourself and staff accordingly! Make sure you have the appropriate amount of staffed employees for your booth in advance. This will ensure that you and your staff may have bathroom and food breaks throughout the day without disrupting your booth flow.



RELEASE OF LIABILITY AND ASSUMPTION OF RISK FOR "RUMBA 106.5'S VIVA TAMPA BAY"

The entity, individual, or contactor named below (referred to as "I" or "me") desires to participate in RUMBA 106.5's VIVA TAMPA BAY held at Perry Harvey Sr. Park, 1000 E Harrison Street, Tampa, Florida 33602 on Sunday, October 6th, 2019, (the "Activity"), and provided by: All American Music Productions, Inc., a Florida Profit Corporation with a principal address of P.O. Box 48762, Tampa, Florida 33647; and iHeartMedia + Entertainment, Inc., a Foreign Profit Corporation, with a principal address of 200 East Basse Road, Suite 100, San Antonio, Texas 78209; and La Crema Productions, a Florida limited liability company with a principal address of 9610 Town Parc Cir-NM Parkland, Florida 33076 (together, the "Company"). As lawful consideration for the intangible value that I will gain by participating in the Activity, I agree to all the terms and conditions set forth in this Release of Liability and Assumption of Risk for the Activity (the "Agreement").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, and its officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, the "Releasees"), on account of injury, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the negligence of the Company, any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THE AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, BOTH INCURRED BY AND AWARDED AGAINST INDEMNIFIED PARTY, OR EITHER ONE, IN A FINAL NON-APPEALABLE JUDGMENT, ARISING OUT OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO THE ACTIVITY.

The Agreement constitutes the sole and entire agreement between the Company and me, with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, between the Company and me, and with respect to such subject matter. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The Agreement is binding on and shall inure to the benefit of the Company and their respective successors and assigns, and me. All matters arising out of or relating to the Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any claim or cause of action arising under the Agreement may be brought only in the federal and state courts located in Hillsborough County, Florida, and I hereby consent to the exclusive jurisdiction of such courts.

[ACKNOWLEDGEMENT ON NEXT PAGE]

ACKNOWLEDGEMENT

HAVE READ AND UNDERSTOOD AND AGREE TO A APPLICATION FORM AND AGREEMENT, VENDOR	(print name) ACKNOWLEDGE THAT I ALL OF THE TERMS AND CONDITIONS OF THE VENDOR R RULES AND REGULATIONS, AND TAMPA BAY PARK DABIDE BY ANY OF THESE TERMS, CONDITIONS, RULES, TICIPATING IN EVENT.
BY SIGNING BELOW, I	(print name) FURTHER ACKNOWLEDGE
	EE TO AL OF THE TERMS OF THE RELEASE OF LIABILITY
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Signed:	
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Printed Name:	
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