



**MARTIN COUNTY FAIR ASSOCIATION, INC.**  
**2616 S.E. Dixie Highway, Stuart, FL 34996**  
**PHONE: 772/220-3247**  
**Email: fairoffice@martincountyfair.com**

Fair Use Only

BOOTH # \_\_\_\_\_

MCFA INSURANCE Y / N  
 PROVIDED INSUR Y / N

**APPLICATION FOR VENDOR SPACE AT THE 2021 CARNIVAL OF LIGHTS**

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

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ E Mail Address: \_\_\_\_\_

\*\*\*WHAT ARE YOU SELLING?

Please check mark the days you would like to participate. Hours of operation are 5:30pm-9:00pm

- |                                      |                                     |                                      |                                      |
|--------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|
| November 26 <input type="checkbox"/> | December 2 <input type="checkbox"/> | December 9 <input type="checkbox"/>  | December 16 <input type="checkbox"/> |
| November 27 <input type="checkbox"/> | December 3 <input type="checkbox"/> | December 10 <input type="checkbox"/> | December 17 <input type="checkbox"/> |
| November 28 <input type="checkbox"/> | December 4 <input type="checkbox"/> | December 11 <input type="checkbox"/> | December 18 <input type="checkbox"/> |
|                                      | December 5 <input type="checkbox"/> | December 12 <input type="checkbox"/> | December 19 <input type="checkbox"/> |

Payment of \$20 a night must be made prior to set up. You will need to supply a Certificate of Insurance (\$1,000,000 minimum) Naming the **MARTIN COUNTY FAIR ASSOCIATION, INC** as an **"ADDITIONAL INSURED"** from your insurance carrier and attach to this contract, or purchase insurance through the MCFA for \$100.

**SIGN & RETURN** form to the Martin County Fair Association, Inc.  
*Checks should be made payable to "MCFA".*  
*Cash and ALL Credit Cards are accepted.*

*The Fair Board reserves the right to decline or prohibit any activity, or part thereof, which, in its opinion, is not suitable. This agreement shall not be in force until it has been signed by a duly designated officer of the Martin County Fair Association, Inc. AND by the exhibitor or his duly authorized representative and FULL payment has been made to the Martin County Fair Association, Inc.*

\_\_\_\_\_  
 Exhibitor Signature

\_\_\_\_\_  
 MCFA Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**FOR OFFICE USE ONLY:**

Amount Paid: \_\_\_\_\_ Check # \_\_\_\_\_ Date: \_\_\_\_\_

Balance Due: \_\_\_\_\_ Date Paid: \_\_\_\_\_



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## APPLICATION FOR VENDOR SPACE AT THE 2021 CARNIVAL OF LIGHTS

### EXHIBITOR RULES and REGULATIONS

**Booth Fees:** All fees must be paid in full prior to occupying booth space. Possession of an unpaid booth space shall be construed as theft. If your application is rejected, your check will be voided.

**Tents:** Due to wind events, ALL tents Must be weighted down adequately. Cinder blocks, cement, water buckets, etc.

**Lights:** Overhead lighting might be turned off. You are encouraged to bring your own booth lighting. (Xmas lights, spot lights etc.)

**Returned Check Fee:** Checks returned by the bank will be charged against the issuer in accordance with Florida law.

**Stop Payment:** The issuance of a stop payment, chargeback, reversal, or cancellation of payment shall be construed as theft and may result in criminal prosecution or civil litigation to recover treble damages of fees and costs of collection.

**Cancellations and Refunds:** Barring dangerous or life-threatening conditions, Event will be held rain or shine. There will be no refund for inclement weather, failure to show, emergency cancellation, or any reason other than the rejection of your application. If Event is canceled for any other reason, contact the Fair Office for more info. No refund will be issued within 14 days of event.

**SET-UP of Exhibits:** Exhibitors will be allowed three (3) hours before opening of the event. Opening time is 5:30pm.

**PACK-UP of Exhibits:** At the closing of each night, exhibits and structures that have been erected must be removed. **Under no circumstances will any exhibitor be permitted to close, dismantle, or move their exhibit during hours of operation.** Vehicles will not be allowed on the fairgrounds until the last guest has left the property. All exhibit materials and equipment not removed within (2) day will be considered to have been abandoned and will be removed at the exhibitor's expense unless prior arrangements have been made with MCFA staff.

**CLEAN-UP of Booth Space:** Vendors are responsible for removal of all trash & waste from their booth. Please breakdown boxes and place in or next to the event's dumpsters or trashcans. No item(s) including but not limited to trash, boxes, displays, canopies, vehicles, or trailers are to be left behind. Failure to comply may result in the issuance of a citation and the loss of future participation.

**Booth Space Assignments:** All booth spaces are 10'x10' and will be assigned by the MCFA Staff. MCFA reserves the right to move, discontinue, or limit the participation of any approved applicant at any time.

**Character of Exhibits:** The Carnival of Lights is a family-oriented venue. As such, we reserve the right to prohibit the sale, rental or display of any item reasonably deemed objectionable from the standpoint of taste, quality or compatibility with the Fair Board. Items that will not be considered for sale, giveaway or rental include but are not limited to stun guns, switch blades, brass-knuckles, high-powered water guns, stickers, and pornographic and drug-related items. \*NOTE: The Sales of Alcohol, Firearms, Tobacco, Weapons, Obscene Materials, Stolen Merchandise, and Illegal Paraphernalia are strictly forbidden.

**Exclusivity:** Exclusivity will not be granted to any one vendor; however, precautions will be taken to limit duplication of similar items. Sales will be restricted to those items listed on your approved application. You will be notified prior to acceptance if any of your listed items are required to be removed from your item list. Only sponsoring companies or entities may request exclusivity on certain products and services, if their request is granted; affected vendors will be notified prior to the event of their new limitations. If an affected vendor is not able to accept their new limitations, they may request to have their application rejected, and receive a refund in the amount of their booth fee. The vendor further agrees and understands that they are not entitled to receive any additional compensation.



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**Conduct:** Customers view you as an extension of the Carnival of Lights. You are required to conduct yourself in a safe, courteous, and professional manner. If you should have an issue with the event or a fellow vendor, promptly bring the matter to the attention of the Executive Director and or staff so that we may attempt to remedy the situation. Unprofessional conduct that may be detrimental to the event including derogatory comments made to patrons or fellow vendors regarding the event, its staff, promoters and or sponsors may result in your expulsion from the event and further subject you to litigation for damages.

**Dress Code:** This is a Family Friendly event. Please observe Casual or Business Casual attire. NO shirtless, NO loose trousers off the waist, NO excessive revealing blouses. Violations as deemed by the Fair Management will result in being asked to leave and change clothes.

**Vending:** Vendors may only sell from the confines of their booth. If more space is required, please purchase additional space. Vendors shall not call out to, interfere with, harass, or solicit patrons at neighboring booths. Vendors shall not relocate, move, switch or trade booth space without the express consent of the Executive Director. Your signage cannot be displayed anywhere within the event other than at your assigned booth. The use of amplified sound must be pre-approved by MCFA and may not be disruptive to neighboring booths.

**Exhibit Display & Decorations:** Each exhibitor may equip their exhibit with display materials and equipment, furniture, lamps, potted plants, flowers and special set pieces provided they do not interfere with any other exhibit and may not be taller than (6) feet at sides.

**LICENSES:** Vendors are solely responsible for maintaining their compliance with relevant state, local, and federal health regulations, codes, licenses, and insurance.

**SALES TAX:** Vendors are solely responsible for collecting and reporting their own sales tax.

**Insurance:** Each exhibitor MUST carry general liability insurance (\$1,000,000.00 minimum) and shall submit a CERTIFICATE OF LIABILITY INSURANCE from the exhibitor's insurance agent. The Martin County Fair Association, Inc. will not be responsible for the loss of any exhibit or portion thereof whatsoever by reason of fire, accident, theft, damage to any goods, injury to the exhibitor, his agents or representatives or any other cause. It is recommended that the exhibitor carry insurance on his exhibit and merchandise.

**Compliance:** Failure to comply with the Rules and Regulations governing this event may result in your expulsion from the event without refund in addition to being barred from future events. Respectful cooperation with local authorities is mandatory (i.e. State, County, & City Employees, Fair Staff and Volunteers).

**GENERAL:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of its conflict of law provisions. The Parties to this Agreement agree and consent to the jurisdiction of, and venue in the state or federal courts of Florida in all disputes arising out of or relating to this Agreement. If any provision of this Agreement is declared invalid or void by statute or judicial decision, any such action shall not invalidate the entire Agreement. It is the express intention of the Parties that all other provisions not declared invalid or void shall remain in full force and effect. This Agreement shall be deemed as drafted by both of the Parties and, thus, shall not be construed against any Party because that Party initially drafted any particular section, term or provision.



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**Signatures:** Whether signed by hand or by electronic signature, and or delivered by facsimile, email of a scanned copy, or any other means of electronic transmission shall be deemed to have the same legal effect as that of an original signed copy of this Agreement delivered by hand, courier, or postal service.

**Enforcement of these rules and regulations:** Terms and conditions are at the sole discretion of the Martin County Fair Association. Failure to enforce said terms and conditions shall not be grounds for breach of contract. The Martin County Fair Association reserves the right to make final interpretation of all event rules.

### Acknowledgement of Exhibitor Rules & Regulations

**Name of event:** 2021 Carnival of Lights

**Location:** 2616 SE Dixie Hwy, Stuart FL 34996

**Date(s) of event:** Friday November 26,2021- December 19, 2021 (running Thursday-Sunday)

#### I agree and acknowledge as follows:

I, the undersigned, acknowledge that I have read and fully understand the agreement (Exhibitor Rules and Regulations), and that I voluntarily executed the same without inducement or promise not contained herein for myself and on behalf of my staff, employees, helpers, partners, volunteers, friends, family members and or spouse who accompany me at this event. I further understand that this agreement may affect my rights and I expressly agree that this agreement shall be construed as broadly as permitted by the law of the State of Florida, and that if any part hereof is declared invalid, the remainder shall remain in full force and effect.

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

Full Name \_\_\_\_\_  
(Please Print)



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### Waiver, Release and Hold Harmless Agreement

**Name of event:** 2021 Carnival of Lights

**Location:** 2616 SE Dixie Hwy, Stuart FL 34996

**Date(s) of event:** Friday November 26, 2021- December 19, 2021 (running Thursday-Sunday)

#### Hold Harmless

1. **Release of Liability.** I, unconditionally waive, release, indemnify and forever discharge and hold harmless, The Martin County Fair Association, The Martin County Fair Manager and Board of Directors, The Government of Martin County, all sponsoring organizations, their directors, officers, employees, agents and volunteers, successors and assigns, and all other persons directly or indirectly liable, from all claims of legal or financial liability of any kind, including but not limited to, personal and economic injury, loss, costs, or damage arising out of or in conjunction with the above named festival or event, whether foreseeable or unforeseeable, including those resulting from negligence or fault, without regard to any hazards which may exist, whether hidden or obvious.

2. **Severability.** If any part of this Waiver and Release is found to be invalid, all other parts of this agreement shall remain binding and continue in full force and effect. I expressly agree that this agreement shall be construed as broadly as permitted by the law of the State of Florida.

3. **Acknowledgment of Voluntariness.** I have not been pressured or coerced in any way to participate in these activities. Any activities I undertake are done so voluntarily and solely for purposes of participating in or attending the above festival or event.

4. **Affirmation.** I affirm that I am an adult and legally competent to sign this release; that the terms of this release are contractual, and that this release shall be binding on me, my personal representatives, heirs, successors, and assigns.

I have fully read and understand the contents of this agreement and I further acknowledge that I voluntarily execute the same without inducement or promise not contained herein for myself and on behalf of my staff, employees, helpers, partners, volunteers, friends, family and or spouse who accompany me at this event.

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

Full Name \_\_\_\_\_  
(Please Print)