



Festival of eXcellence, Inc.  
10431 La Mirage  
Tampa, Florida 33615  
(813) 240-6706  
[www.festivalofexcellence.org](http://www.festivalofexcellence.org)  
foe@foedreamteam.com

"Excellence is a way of life"

This years' theme is "**Encouraging a LOVE REVOLUTION**"

## **Festival of eXcellence**

### Rules, Regulations, and Concession Agreement

This concession agreement made this \_\_\_\_ day of \_\_\_\_\_, 2011 between the *Festival of eXcellence* ("LESSOR") and \_\_\_\_\_ with its principal place of business at \_\_\_\_\_, Florida ("CONCESSIONAIRE").

WHEREAS, the LESSOR will sponsor various events to be held in the City of Tampa's Curtis Hixon Waterfront Park (CHWP) in connection with the *Festival of eXcellence*; and WHEREAS, it is a desire of LESSOR to make available to persons attending and participating in the *Festival of eXcellence* to be held in Curtis Hixon Waterfront Park the above mentioned business operated and conducted by CONCESSIONAIRE.

Failure to abide by the following rules and regulations will result in the unilateral termination of this Agreement whereby the CONCESSIONAIRE shall be removed and LESSOR shall have no further responsibility to CONCESSIONAIRE regarding space or refund.

NOW, THEREFORE, the parties do agree as follows:

1. Concession area must be staffed at all times from 1 hour before the first event begins each day until 1 hour after the last event ends each day for the one-day period of the *Festival of eXcellence*.
2. The commercial space rules and regulations are listed and no other arrangements, oral or written, except as provided for in the agreement are binding upon the parties.
3. CONCESSIONAIRE hereby consents and agrees that, in the event that for any reason beyond the reasonable control of the LESSOR, the *Festival of eXcellence* is canceled in whole or in part, the Concessionaire's initial deposit would be non-refundable and that the LESSOR would be relieved and released from any liability whatsoever for loss of business, expenses, or any and all other claims which CONCESSIONAIRE may have as a result of such cancellation.
4. CONCESSIONAIRE understands that the LESSOR will not be responsible for any losses suffered by CONCESSIONAIRE as a result of theft, property damage, vandalism, or otherwise, despite the fact that LESSOR will provide some minimal security. It will be CONCESSIONAIRE'S responsibility to maintain adequate insurance of its own, and to adequately secure its own property to protect itself against such damages.



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5. CONCESSIONAIRE agrees to maintain adequate bodily injury and property damage liability insurance to protect itself and LESSOR from any and all Claims for injuries or property damage suffered as a result of CONCESSIONAIRE'S operations at the *Festival of eXcellence*. CONCESSIONAIRE will provide copies of all such policies to the LESSOR, including endorsements or other evidence of the fact LESSOR has been included as a named insured in said policies. Certificate of insurance to name as co-insured City of Tampa & *Festival of eXcellence*.

6. CONCESSIONAIRE will provide all equipment, furnishings, decorations, supplies and fixtures, said equipment must be UL approved and in compliance with city, state, or county codes, with exception of 1 table, which will be assigned to CONCESSIONAIRE. Loss or damage to the tables and/or chairs assigned will be the responsibility of the CONCESSIONAIRE. CONCESSIONAIRE shall bear, as its own expense, all costs of operating the concession. In addition to fees described in Paragraph 10 hereof, CONCESSIONAIRE shall pay all other costs connected with the use of the premises and facilities, including but not limited to, maintenance, insurance, any and all taxes, and all permits and licenses required by law.

7. CONCESSIONAIRE shall furnish service of fair, reasonable and non-discriminatory basis to all persons desiring such service. CONCESSIONAIRE shall maintain and operate the concession in a first-class manner and shall keep the premises in a safe, clean, orderly and inviting condition at all times, satisfactory to LESSOR.

8. CONCESSIONAIRE shall indemnify and save harmless LESSOR against all loss, cost, expense or damage on account of any injury to persons or property arising out of, or in connection with, CONCESSIONAIRE'S operation of its business on the premises, including but not limited to, attorney's fees and costs, including those incurred on any appeal.

9. All terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

10. CONCESSIONAIRE shall pay to LESSOR, by March 10<sup>th</sup>, the remainder booth rental fee.

11. LESSOR reserves the right to remove from Curtis Hixon Waterfront Park any concession, or any part thereof, which LESSOR deem objectionable, and no refund of money paid for space will be made. If such action is taken, CONCESSIONAIRE waives all claims of whatsoever nature against the LESSOR, its officers, employees, or agents.



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12. The space fee deposit will not be returned if CONCESSIONAIRE fails to give 60 days written notice, dated on January 18th, 2011 prior to the opening day of the *Festival of eXcellence*.

Any representative of LESSOR shall have access to CONCESSIONAIRE'S area at all times.

13. No dogs are permitted in Curtis Hixon Waterfront Park on leash or otherwise. The only exception shall be police dogs on duty and "service" dogs.

14. All decorations must be flame proof and are subject to approval by the City Fire Marshall and the LESSOR.

15. No solicitors or sales people will be allowed to work in the aisles or roadways. CONCESSIONAIRE may advertise and display from within CONCESSIONAIRE'S licensed space only. CONCESSIONAIRE may not engage in any activities or demonstrations outside his contracted space.

16. Indiscriminate handing-out of any type of literature is not permitted. Such literature may be available on your counter and distributed only upon approval by LESSOR.

17. CONCESSIONAIRE may NOT conduct any drawings or giveaways unless LESSOR has given prior permission.

18. CONCESSIONAIRE SHALL USE NO NOISE OR SOUND AMPLIFICATION. No amateur or professional entertainment shall be used without consent of LESSOR.

19. Signs used by CONCESSIONAIRE must relate to CONCESSIONAIRE'S name, products or services normally offered by CONCESSIONAIRE. LESSOR reserves the right to require removal of unauthorized signs that fail to conform to the signage requirements.

20. CONCESSIONAIRE agrees to post process of products being sold on a sign, 2' x 4', placed in the center of his selling space at a height of approximately 10'. This sign is to have easily-read black lettering for item description and prices. Failure to post this sign and abide by such posted prices shall result in the CONCESSIONAIRE being immediately canceled and CONCESSIONAIRE shall vacate its location and leave Curtis Hixon Waterfront Park prior to the next day's opening. Your signage showing product and prices must be delivered to the concession chairman 14 days prior to the event so that they can be properly hung in place for your firm and to insure that they meet the requirements for signage. THIS RULE WILL BE STRICKLY ENFORCED.



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21. All concession material and equipments owned by CONCESSIONAIRE shall be removed from Curtis Hixon Waterfront Park by 10:00pm on March 19<sup>th</sup>, 2011, after closing of the *Festival of eXcellence*.

22. Unbecoming conduct, to include the use of profane, obscene, abusive or threatening language or consumption of alcoholic beverages, by CONCESSIONAIRE will be grounds for termination of license agreement and eviction of CONCESSIONAIRE from Curtis Hixon Waterfront Park. No alcoholic beverages are permitted in concession area.

23. Electricity to be provided by the City of Tampa to LESSOR and equal access will be provided to each of the CONCESSIONAIRES. Each CONCESSIONAIRE will pay LESSOR a pro-rated share of this expense. This expense has been included in booth fee for normal power consumption. Special electrical requirements will be billed to each CONCESSIONAIRE. Normal power consumption will consist of not more than four (4) standard 110 plugs into power sources provided.

24. THE CONCESSIONAIRE AGREES NOT TO ASSIGN OR SUBLEASE ANY PART OF THE SPACE HEREIN STATED OR TO EXHIBIT ANY MERCHANDISE OR SERVICE OTHER THAN THAT SOLD BY CONCESSIONAIRE AND SPECIFIED IN THIS AGREEMENT, and further agrees that the exhibit shall be of such quality as will not create a nuisance for the *Festival of eXcellence* or neighboring concessions.

25. In any action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

26. PERIOD OF LICENSE: This Concession Agreement is valid for March 19<sup>th</sup>, 2011. CONCESSIONAIRE agrees to pay for the cost of space, payable by March 1<sup>st</sup>, 2011. The above statements are agreed upon by acceptance of this document.

27. Space is restricted to the sale of the agreed-upon items as stipulated in this agreement. No changes/additions of items will be permitted unless approved in writing prior to the start of the *Festival of eXcellence*.

28. In the event litigation occurs as a result of this contract, the venue for such litigation shall be Hillsborough county, Florida.

29. CONCESSIONAIRES will be responsible for proper disposal of all cooking byproducts, fry, oil, grease, etc. There will be no washing of general cooking equipment. Any CONCESSIONAIRE found washing pots, pans, grills, etc. in or nearby storm water drains will be closed and ejected from the event.



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Subject to conditions above, the CONCESSIONAIRE requests space as follows:

SET UP: Saturday, March 19<sup>th</sup>, 2010, 10:00 a.m. – close down 7:00 p.m. All vendors will be set-up and ready for inspection by 12:00 p.m.

DATES OF PERFORMANCE: March 19<sup>th</sup>, 2011 (times to be announced). Must be out of area by Saturday March 19<sup>th</sup> by 10:00 pm.

SIZE OF SPACE: 10' x 10' electric to be determined, dumpster for waste and water.

COST OF SPACE: Food - \$150.00, Craft - \$100.00. ½ deposit upon signing of this contract with balance payable on or by March 19<sup>th</sup>, 2010.

Festival of eXcellence, Inc.

Malcolm Dumas, President

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## Festival of eXcellence Tampa, Florida Vendor Application Form –2011

Saturday March 19<sup>th</sup>, 2011 at Curtis Hixon Waterfront Park, Tampa, Florida.

Set-up is Saturday, March 19<sup>th</sup>, 2011, 10:00 am-11:50 am.  
Vendor set-up inspection is at 12:00 pm.

Name of Organization or  
Individual \_\_\_\_\_  
Contact/Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

Type of Booth: Commercial \_\_\_\_\_ Food \_\_\_\_\_ Arts & Craft \_\_\_\_\_ (check a box)

Type of Products/Services  
Offered \_\_\_\_\_

Special Needs \_\_\_\_\_

Your  
name \_\_\_\_\_ Title \_\_\_\_\_

I/We have read and agree with the rules and regulations of the concession agreement of the  
*Festival of eXcellence*, Tampa, Florida.

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

General vendor package includes: one 10' x 10' tent, one – 6' table, electricity outlet  
(maximum 4 outlets 110 volts), water. Additional tables and chairs available at a minimum  
extra cost.

(For office use only)

Application Approved / Denied \_\_\_\_\_ by

\_\_\_\_\_