



## Central Florida Soul Fest

March 26, 2022

Event Starts at 1:30pm

Mailing Address:

1746 E. Silver Start Rd #202

Ocoee, FL 34761

GPS Address:

Central Florida Fairgrounds

4603 W. Colonial Dr.

Orlando, FL 32308

**PLEASE EMAIL [vendor@centralfloridasoulfest.com](mailto:vendor@centralfloridasoulfest.com) for additional information and questions**

Your set-up space will be 15x15 (smaller) or standard food truck size. Tents and canopies are permitted within this space. If your set-up is any larger than this, you must purchase additional space by the square foot (call first for availability and pricing). Spaces are assigned on a first come, first served basis as applications are received, and please do not call for your space number.

We encourage you to set up on Friday, March 25, 2022. A Festival Committee member will be available from 12:00PM to 7:00PM. All setup must be completed by 11:00am Saturday March 26, 2022.

As you enter the festival area you will receive your pre-assigned space number and parking pass. Strict parking regulations must be followed and your parking pass must be used daily and be visible on your rearview mirror. There is a special vendor's only parking area and overnight security will be provided.



## 2022 Central Florida Soul Fest RULES AND REGULATIONS

### **APPLICATION AND PAYMENT:**

- Please email [vendor@centralfloridasoulfest.com](mailto:vendor@centralfloridasoulfest.com) for additional information or pricing questions
- Application deadline for vendors is February 28, 2022. There is limited space and we expect to sellout; thus it would be in your best interest to secure your space as soon as possible.
- Payment in full is due with your application. If the application is rejected your payment will be refunded within 72 hours of your submission
- No rain date - the festival is held rain or shine. No refunds will be given.
- Anyone selling a food product must have proof of insurance and this must accompany your application with Central Florida Soul Fest as the certificate holder.
- Electrical power will be available on a first come, first serve basis and charged per amp needed. Electricity needs must be indicated on your application and you must supply your own heavy-duty cord. You should come prepared in case of a power outage.
- The festival committee reserves the right to reject any application. Incomplete applications will be refused.

### **VENDOR PARTICIPATION:**

- You may set up your space on Friday March 25, 2022 from 12pm to 7pm or Saturday March 26, 2022 from 6am to 11am.
- All vendors must be in their designated space and ready for the festival to begin at 11 AM Daily. Under no circumstances will you be permitted to drive through the festival grounds after starting times.
- Vendors must not leave until the end of the festival hours except in cases of emergency. Please notify the Festival Committee if you must leave before the end of festival hours.
- If any vendor leaves either their stand or cooking oil/grease they will not be invited back to the festival.
- Absolutely no alcoholic beverages are allowed to be sold.
- The Central Florida Fairgrounds, Soul Fest or J&E Entertainment are not responsible for any lost or stolen items.
- Pets are not permitted on the festival grounds. Only exceptions service dogs and pets with the rescue pet vendors which have been given permission by the Festival Committee.
- Please notify the Festival Committee ahead of time as to any special needs or handicapped as we have limited space.

### **VENDOR SPACES AND MERCHANDISE:**

- You must stay in your allotted space (no soliciting or product permitted in walkways). No unapproved signage permitted outside of your assigned spot.
- You cannot change your assigned spot on your own. Consult with the Festival Committee on any issues.
- The Soul Fest committee reserve the right of placement for all vendors to ensure the success of the festival.
- No items of any sort with Soul Fest name are permitted unless approved by the Festival Committee.
- Art cannot be mixed with food or baked goods.
- No carnival or flea market type items permitted
- The items you indicate on your application are the only items which can be prepared and sold at the festival. Be specific when listing items on your application.



## **Other Rules & Regulations as Outlined by Central Florida Fairgrounds**

**INDEMNIFICATION:** Licensee hereby covenants and agrees to fully exonerate, indemnify, defend and hold harmless J & E Entertainment, Central Florida Soul Fest, CENTRAL FLORIDA FAIR INC., its Board of Trustees, Directors, officers and all management, staff, agents and employees each severally and separately from any and all claims, suits, losses, damages, fines, penalties, liabilities, expenses, including reasonable attorney's fees and costs at the trial and appellate level, for any injury or death to persons (whether they be third persons or employees of either the Fair or Licensee) and any loss (through theft or otherwise) of or damage to property (whether it be that of the Fair, the Licensee or some third party), or issue of law, caused by, growing out of, or arising out of Licensee's use of the Fairgrounds, including, without limitation, its use by Licensee's agents, sub-licensees, vendors, exhibitors, contractors, sub-contractors, or concessionaires; exercise of any rights under the License; breach of any term, warranty or provision of this License by Licensee; the sale of products; the operation on the Fairgrounds, or the carelessness, negligence or improper conduct of the Fair or any other third party; or any act or omission of Licensee, its employees, officers, or agents. All such liability is hereby expressly assumed by Licensee. Such indemnification shall not apply to injury to persons or damage to property arising out of the Fair's gross negligence or willful misconduct. This provision shall expressly survive termination of this License.

**OCCUPANCY INTERRUPTION:** Licensee hereby waives any and all claims for compensation for any and all loss or damage sustained by reasons of any defect, deficiency or impairment of the electrical, telephone, computer systems, LCD screens, plumbing and air conditioning installations or any part thereof furnished for the Fairgrounds granted, or by reason of any loss or impairment of light or current or water which may occur from any cause, or for any loss or damage sustained resulting from fire, black-out, brown-out, water, wind, civil commotion, riot, labor strikes, or act of God and the Licensee, his agent, officers, and other authorized representatives, hereby waive all rights and claims, action and causes of action and damages arising from any of the causes aforesaid.

**HAZARDOUS AND TOXIC SUBSTANCES:** The Licensee agrees, at all material times Licensee is on the Fairgrounds, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Florida and Federal law. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify the Fair and the Orange County Department of Environmental Resource Management as well as the Florida Department of Environmental Protection and the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on the Fairgrounds. In the event the Licensee or its agents, vendors, exhibitors, contractors, sub-licensees, sub-contractors, concessionaires, or employees dump grease in the Fair's sewer system, or at locations not authorized by the Fair, or shall otherwise violate the provisions of this paragraph, the Fair will look to the Licensee and shall subject the Licensee to a fine of \$1,000.00 by the Fair, in addition to any governmental fine, for each infraction and Licensee shall be deemed in material breach of this License and subject to immediate cancellation of this License and removal from the Fairgrounds.

**DEFACEMENT OF FACILITY/PROPERTY:** Licensee shall not injure, mar, nor, in any manner, deface the Fairgrounds or any equipment contained thereon; and shall not cause or permit anything to be done whereby the Fairgrounds property or equipment thereon shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, staples, screws, adhesive or tape of any kind to the walls of any Fair building or equipment contained therein and will not make nor allow to be made any alterations of any kind to said buildings, property or equipment contained therein.

**PAYMENT FOR DAMAGES:** Licensee agrees to pay all costs, as determined in the sole judgment of the Fair, of repair or replacement for any and all damages, or theft, of whatever origin or nature which may have occurred during the term of this License in order to restore the damaged or stolen property, personal property and equipment or other parts of the Fairgrounds affected by the Event to a condition equal to that at the time this License went into



effect. Licensee specifically authorizes The Fair to deduct any damages, or expense to replace the stolen item, from the deposit (if any) referenced in paragraph five (5) of the License. Payment for repair, replacement, or damage to the premises or Fairgrounds shall be at the expense of the Licensee and shall be due within 10 days of presentment of an invoice. An invoice will be presented if the damage exceeds the Deposit, or if a deposit was not required.

CIVIL RIGHTS: Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin and further agrees to likewise not discriminate for those same reasons against any person relative to admission, services or privileges offered to or enjoyed by the general public, and to be in compliance with the Federal and Florida Civil Rights Acts and the Americans with Disabilities Act (ADA).

WAIVER OF JURY TRIAL: The Fair and Licensee hereby mutually knowingly, willingly and voluntarily waive their right to a trial by jury and no party nor any assignee, successor, heir, or legal representative of the parties (all of whom are collectively referred to below as the "parties") shall seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation or proceeding based upon or arising out of this License or any related agreement or instrument, or any course of action, course of dealing, statements (whether verbal or written) or actions relating to this License. The parties also waive any rights to consolidate any action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the parties, and the parties acknowledge that the inclusion of this provision is a material inducement for entering into this License. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.

PRESUIT MEDIATION: Prior to bringing any lawsuit under this License, the parties hereto agree to submit any and all disputes to pre-suit mediation under the Florida Rules for Certified and Court-Appointed Mediators and the Florida Rules of Civil Procedure 1.700-1.730 (and FRCP 1.750, excluding subsection (b)) together with the rules of the American Arbitration Association or the Foundation for Dispute Resolution. Accordingly, the parties agree to strictly follow said rules and abide by any agreement made as the result of mediation. Good faith compliance with this provision shall be a condition precedent to the right of any party hereto to bring a lawsuit under this License. This provision is a material inducement to the Fair for entering into this License.