



**Plant and Garden Sale  
to benefit the  
Florida Tech Botanical Garden**

Plant and Garden Sale March 6, 2010

**March 6, 2010  
8 a.m. to 4 p.m.  
Florida Tech Campus  
Melbourne, Florida**

## VENDOR SPACE CONTRACT

### VENDOR INFORMATION

Company name (print as it will appear on your vendor sign) \_\_\_\_\_

Sales tax number \_\_\_\_\_

Official representative (person receiving information) \_\_\_\_\_

Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

Phone (work) \_\_\_\_\_ (home) \_\_\_\_\_ (cell) \_\_\_\_\_

Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Brief description of your products and/or services \_\_\_\_\_

Do you need 110 volt electricity?  Yes  No

Size of tent/canopy (if applicable—Florida Tech does not provide tents) \_\_\_\_\_

If tent is not an E-Z Up, does it require staking?  Yes  No

**Note:** If tent/canopy is larger than 10' x 10', the City of Melbourne requires proof of fire resistance or flame retardance. This information is included with the tent or can usually be obtained from the manufacturer's Web site.

### RENTAL RATES/RESERVATIONS

Rates are indicated below. (Please note: Tables and chairs will not be provided.)

STANDARD BOOTH SIZE	FRONTAGE	SQ. FT.	PRICE	NO. OF ITEMS	
10' x 10' or up to 100 sq. ft.	10'	100	\$100 ea.	X	\$ _____
20' x 10' or up to 200 sq. ft.	20'	200	\$200 ea.	X	\$ _____
30' x 10' or up to 300 sq. ft.	30'	300	\$300 ea.	X	\$ _____

Total space fee \$ \_\_\_\_\_

Less nonrefundable deposit of \$50 - \$50

**Total amount for space due by January 30, 2009** \$ \_\_\_\_\_



#### Early Bird Special

**20% discount on reservations paid  
in full by December 4, 2009.**

#### Return Contract and \$50 Deposit

(Make check payable to Florida Tech)

**by January 29, 2010 to:**

Florida Tech  
Office of Development  
Attn: Tama Johnson  
150 W. University Blvd.  
Melbourne, FL 32901-6975

### VENDOR AGREEMENT

The undersigned agrees to abide by the regulations specified in the Vendor Agreement.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Botanical Fest Committee Use Only:** Date Received \_\_\_\_\_ Amount Enclosed \$ \_\_\_\_\_

Check No. \_\_\_\_\_ Cash \$ \_\_\_\_\_ Balance Due \$ \_\_\_\_\_



**Florida Institute of Technology • Office of Development**

150 West University Boulevard, Melbourne, FL 32901-6975 • (321) 674-8962 • E-mail johnsont@fit.edu

EX-317-509



**March 6, 2010**

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Melbourne, Florida**

**Plant and Garden Sale  
to benefit the  
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## PLANT AND GARDEN VENDOR CONTRACT REGULATIONS

- Booth site assignments are solely the responsibility of the Florida Tech Botanical Fest Committee and the Florida Tech Office of Facilities Management. Special requests will be considered, but cannot be guaranteed.
- Vendor's booth must be manned at all times and products attractively displayed. Signage must be of professional quality. Vendor's tent/canopy must be in good condition and be flame retardant (vendor must be able to provide proof of flame retardation if requested).
- Electrical power is limited. Please contact Florida Tech to check availability. Quiet generators are permitted with prior permission, but vendor must have fire extinguisher readily available if using a generator or any flammable items.
- Vendors will be directed to a specific area for vendor parking during event and night-time hours. Vehicles must be parked in designated areas. All vendors must stay in designated areas during set-up and dismantling, as well as restocking.
- Paid security will be provided. Florida Institute of Technology does not guarantee vendors against loss of any kind and will not be held liable. General overall security and responsible care will be exercised to protect all vendors and the exhibit area insofar as possible. All vendors are urged to obtain insurance against property loss or damage.
- Vendor agrees to abide by the following schedule:

	DATE	TIME
Vendor Set-Up	Friday, March 5, 2010	1 p.m.-7 p.m.
	Saturday, March 6, 2010	6:30 a.m.-8 a.m.
Open to the Public	Saturday, March 6, 2010	8 a.m.-4 p.m.
Dismantling	Saturday, March 6, 2010	4 p.m.-7 p.m.
- Vendor agrees to be bound by the Botanical Fest Regulations. Vendor further agrees to adhere to all applicable fire, utility and building codes; regulations of the facility where the event is held; terms of all agreements between the Botanical Fest Committee and the managers or owners of said facility; and the terms of all agreements between Botanical Fest Committee and any party relating to the exhibit or in the facility that would cause a difference in conditions from those approved by the insurance carriers of the owners or managers of the facility, which will increase premiums payable by any of said parties.
- Vendors are responsible for the removal of their own tents, tables or objects.
- All plants for sale or display must be free of pests and disease. The Florida Tech Botanical Fest Committee reserves the right to reject any plants which appear to have pests or diseases.
- No alcoholic beverages are permitted within Florida Tech property.
- The event will be held rain or shine.
- In the event of any other cause beyond our control, or if the show or any part thereof is prevented from being held or cancelled by Florida Tech or the exhibit space described herein becomes unavailable, Florida Tech, its employees or the Botanical Committee shall not be liable to make any refunds whatsoever to the applicant.
- Vendor is responsible for identification sign for their exhibit.
- Vendor will comply with all Florida sales tax laws and acknowledges that Vendor has the required licenses.
- Proper permitting and liability insurance are required.
- This agreement does not constitute a partnership, employer-employee relationship, joint venture or agency between Florida Tech and Vendor. Vendor agrees to indemnify, hold harmless and defend Florida Tech, its attendees, vendors and participants from any liability, loss, damage, cost or expense (including but not limited to interest and attorney's fees) that Florida Tech may incur, incident to or arising directly or indirectly from, intentional or negligent acts or omission or security breach by Vendor or its employees or agents. Vendor agrees that the Botanical Fest Committee, its agents and employees, and the Florida Tech facility will not be responsible for loss, damage or destruction of any property of exhibitor or injury to vendor or its representative, agency, employees, licensees or invitees. Vendor shall be responsible to pay for any and all damages to property owned by Florida Tech, its owners or managers which results from any act or omission by Vendor.
- Vendor has the right to cancel this agreement. In the event the Vendor needs to cancel, written and oral notification must be received no later than seven days prior to show. If notification is received before cancellation deadline, vendor will receive refund for the space they reserved (this does not include the \$50 nonrefundable deposit). If notification is not received for cancellation from Vendor prior to event, Vendor forfeits said monies for reserved space.
- Vendor agrees to a \$30 service fee for nonsufficient funds.
- Florida Tech retains the right to exclude or require modification of any display or demonstration that, at the discretion of the Botanical Committee Coordinator, it considers unsuitable to the character of Florida Tech.
- Vendor will not sublet vendor space or equipment provided by Florida Tech or Botanical Committee, or assign this lease without written notice and approval.

*I have read the Florida Tech Plant and Garden Vendor Contract Regulations in their entirety, and understand the information herein. I agree to pay all necessary fees. It is also understood that Florida Tech reserves the right to accept or decline this offer at their sole discretion without the disclosure of reason. I agree to comply with all guidelines set forth and understand that failure to comply will result in a breach of contract and forfeiture of all Vendor rights and all fees paid.*

Agreed by \_\_\_\_\_ (Please Print) \_\_\_\_\_ (Please Sign)

Date \_\_\_\_\_ For \_\_\_\_\_ (Name of Business)

Accepted by \_\_\_\_\_ Date \_\_\_\_\_ Florida Tech \_\_\_\_\_ (Staff Signature)

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