



Web: <https://ircclorida.org/>
Email: Board@ircclorida.org

IRCC DIWALI FESTIVAL OF LIGHTS – VENDOR PARTICIPATION AGREEMENT - RULES, GUIDELINES AND TERMS AND CONDITIONS

Vendor has submitted to IRCC an application, for participation in IRCC Festival of Lights event, which IRCC has subsequently accepted. IRCC and Vendor hereby wish to enter into this Vendor Participation Agreement on the following Terms and Conditions.

This Agreement, by and between the Festival of Lights Committee of Indian Regional and Cultural Center, referred to hereinafter as “IRCC” and Registered Vendor, hereinafter referred to as “Vendor” shall be effective on the date of online registration and will remain in effect for so long as applicable. The definition of “Vendor” for the purpose of the agreement will be understood to be the restaurants, schools, hospitals, doctors, exhibitors, or any other enterprise executing this Agreement, its officers, partners, members, employees or agents. IRCC may select any venue that is deemed appropriate to hold the IRCC Festival of Lights event, and that venue, whichever it may be, is referred to hereinafter as “venue”.

1. REGISTRATION FORM

- a) All vendors must complete the registration form by the deadline specified in the online form.
- b) All forms should be submitted online on the IRCC website – using the Diwali food vendor registration form or the Diwali non-food vendor registration form. Upon online form submission, a confirmation email will be sent to the email address provided in the form. If you do not receive any email, then please contact IRCC Vendor Committee via e-mail (vendor@ircclorida.org). The form must be completed in full, and payment submitted online.
- c) The vendor application fee is non-refundable. However, the full amount of the fees will be refunded if IRCC cancels the event.
- d) No rainchecks will be issued in case of any bad weather on the day of the event.

2. GENERAL TERMS

- a) By submitting the form online and making the payment, the vendor agrees to abide by all guidelines, rules, terms, and conditions specified in this document and on the IRCC website. The vendor also agrees that the contact person submitting the form on the IRCC website has the authority to bind the vendor into this agreement with IRCC.

3. REVIEW AND APPROVAL OF APPLICATION

- a) The IRCC Board will review all submissions and approve or deny the submission. The IRCC Board will have exclusive authority to determine whether to accept a vendor application.

4. SETUP TIME AND PRICING INFORMATION

- a) Date of event: As announced by IRCC for the year
- b) Time of event: 12:00 noon to 10:00 pm
- c) Setup time: 7:00 am to 10:00 am on the day of event. Prior to set up please register at the Check-in Desk (Follow signs).
- d) Setup must be completed by 10:00 am.

5. GENERAL TERMS

- a) Each vendor will get two entry passes for the Festival of Lights event. Additional members will have to purchase tickets at normal price.
- b) Vendor will pay for their own parking as per the current charges from the venue, if any.
- c) Vendors are not allowed to sell water, alcoholic/non-alcoholic drinks, national brand soda beverages.
- d) Food Vendors are required to meet Fire Safety, Health Standard and other permits as per requirement of local government agencies at the festival venue.
- e) Vendors are responsible for obtaining tax identification numbers, payment of taxes, license fees, or any other charges that shall become due to any governmental authority in connection with their activities at the Festival of Lights event.
- f) If the vendor owes any amount to IRCC or to the venue, Festival of Lights Committee is allowed to pursue the vendor through collection agencies, if payments are NOT made to Festival of Lights Committee within 30 days of the invoice. All charges incurred for collection will be the responsibility of the vendor.
- g) Vendors will make payments online. If the vendor is unable to make the payment online, payment must be made via check, cashier's check or money order made payable to "IRCC - Festival of Lights". A returned check fee will be assessed at \$30 per check. Vendors having returned checks will be allowed to register ONLY with a payment made through a cashier's check.
- h) Members of the Festival of Lights Committee reserve the right to confiscate any and all property of vendors who have violated any of the above provisions and who refuse to leave the festival of Lights event at the venue in cases of expulsion.
- i) Upon signing this agreement, vendors agree that no legal recourse can be taken if the Festival of Lights rules have been violated.
- j) IRCC reserves the right to forfeit any rented Vendor's space that remains unoccupied on the opening day by 10:00 am or on failure to make proper payment. The Committee at its discretion may rent said space to any other Vendor, or use said space in any other manner IRCC feels necessary. This clause shall not be construed as affecting the obligation of the Vendor to pay the full amount specified in the contract for space rental should IRCC not resell the space. When a space application is accepted and space is assigned, the Vendor is liable for full payment.
- k) Anyone visiting, viewing, or otherwise participating in the Vendor's exhibit is deemed to be the invitee or licensee of the Vendor, rather than the invitee or licensee of IRCC.
- l) Vendors are NOT allowed:
 - i. To use any kind of audio (Public address) system including speakers, microphones, etc.
 - ii. To display banners outside their booths.
 - iii. To distribute literature or souvenirs from outside the boundaries of their booth.
 - iv. To pursue any fund raising by any means or reselling or subletting of booth space.
 - v. To offer any henna or face painting services.
- m) Vendor will be charged an additional amount:
 - i. If Festival of Lights Committee must incur additional cleaning expenses to clean the vendor booth area.
 - ii. If the properties/articles provided by Festival of Lights Committee to the vendor are returned broken/damaged or NOT returned at all.
 - iii. If Festival of Lights Committee must incur any fines/penalties due to the negligence of the vendor.

6. TERMS OF OPERATION

- a) Vendors need to setup their booth on as per timing decided by IRCC.
- b) Loading and Unloading - Motor vehicles will be allowed at the Vendor Gate (NOT INSIDE THE HALL) for loading and unloading purposes only. Vendors arriving after 10:00 am on the day of the event will not be allowed under any circumstances. Vendor will follow all rules and regulations described by the venue.
- c) Please make your own arrangement to MOVE IN/OUT from the Vendor Hall. NO help will be provided by IRCC.
- d) CAR/VAN/TRUCK are NOT allowed inside the vendor hall. Please bring your own hauling cart to move your goods from Hall-A RAMP to the Vendor Hall
- e) All construction and dismantling of exhibits must be carried out during the times stipulated in the Vendor Package. No exhibit may be erected after the exhibition opens, or dismantled before the official breakdown time, which is 10:00pm EST.
- f) Vendor will be responsible for prompt cleaning of any spills or trash in or near their assigned booth that may pose a safety risk to attendees.
- g) No makeshift or hand scribbled signage is allowed. All signage should look professional and identify the individual, company or organization.
- h) Whenever possible, crates or boxes will be stored under cover. IRCC assumes no responsibility for damage or loss of packing boxes or crates.
- i) Exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others.
- j) Vendors will list all items they intend to sell during the Festival of Lights Event. IRCC will have the right to enforce the sale of ONLY those items that have been listed for sale. Vendors not complying with the same will be asked to leave the premises or discontinue the sale.
- k) IRCC will establish exhibit hours and reserves the right to make changes. However, such changes will be made as far in advance of the exhibition as possible. Vendors are required to keep booths staffed by at least one attendant during all exhibit hours; failure to do so may result in removal of the Exhibit from the show at the Vendor's expense. Vendors are required to be fully set up one hour prior to the start of the Festival of Lights event and cannot dismantle until after the close of the event.
- l) Merchandise, signs, decorations, or display fixtures shall not be pasted, taped, nailed or tacked to walls. No exhibit, merchandise or equipment shall be left in any aisle, but shall be confined to Exhibit space. Nothing should be displayed outside Exhibit space or be projecting beyond limits of Exhibit space. There should be no interference with any neighboring Exhibit. Exhibits should not project beyond the space allotted or obstruct the view or interfere with traffic to other exhibits.
- m) Vendor must comply with all union regulations applicable to installation, dismantling, and display of the Exhibits.
- n) Vendors will NOT be provided electricity with their registration. Electricity can be purchased from the venue for an Additional cost.
- o) The Vendor shall not pack merchandise in paper, straw, excelsior or any other readily inflammable materials. All cartons stored in the booth or exhibit shall be emptied of contents. Vendor shall use no inflammable decorations or covering for display fixtures and all fabrics or other material used for decoration or covering shall be flameproof. If required by local law or ordinances, Vendor shall have on hand in its booth space a notarized affidavit establishing that its display material has been treated during the last year by an approved chemical. All wiring devices and sockets shall be in good condition and meet the requirements of local law.
- p) Vendor will not be permitted to store packing crates and boxes in the booth or the Exhibit Hall during the event. It is the Vendor's responsibility to mark and identify all crates and boxes. Crates and boxes not properly labeled may be destroyed. No trunks, cases, or packing material shall be brought into or out of the booth space during exhibit hours.

- q) Vendor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of IRCC is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to booth space. IRCC, in its sole and absolute discretion, may withdraw its consent at any time, in which event Vendor shall terminate such activity immediately. All promotional plans must be submitted to IRCC for approval. Distribution of pamphlets, brochures, or any advertising matter must be confined to the booth space. Vendor is prohibited from bringing alcoholic beverages into the booth Area. Vendor shall refrain from any action that will distract attendees from attendance at the vendor during open hours. Vendor shall not lead attendees from one booth space to another or to elevators or escalators. Vendor or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste.

7. ADDITIONAL TERMS AND CONDITIONS FOR FOOD STALL VENDORS ONLY

- a) No open flames are permitted by the venue in any area except as may be permitted by the venue and may incur an additional charge.
- b) Vendors must have aprons. Non-apron personnel will not be allowed behind their booth.
- c) Vendors must wear hand gloves to serve.
- d) Vendors must observe all CDC health recommendations that may be in force on the day of the event. This includes, but is not limited to precautions and safety considerations such as wearing face masks, and making hand sanitizer available at the booth.
- e) No eating or drinking is allowed while behind the booth or when serving to the general public.
- f) All food must be stored in proper containers, and all tables must be kept in clean hygienic conditions.
- g) It will be strictly observed that there are no young children under the age of 16 behind the table.
- h) All electrical appliances, plugs, extensions etc. must be properly secured and taped so that it is not a safety hazard to anyone.
- i) No trash to be accumulated on the table. All empty boxes should be stored away out of sight and no empty boxes to be disposed in trash cans kept for throwing dirty plates, napkins etc.
- j) Vendors will provide adequate napkins, plates, cups, and plasticware etc. of reasonably good quality.
- k) Signage should include Food Menu & Items and Prices only.
- l) Vendors must have either plastic or cloth table covers on their tables.
- m) NO Vendor can sell pizza, water bottles, and National brand sodas.
- n) Food Vendors can sell Lassi, Khatta Meetha, Jalzira, Sorbets, Milkshakes and ethnic juices.

8. LIABILITY

- a) Vendor is solely responsible for protection and security of its equipment, supplies, goods or other property. Vendor hereby releases, holds harmless and agrees to indemnify IRCC, its officers, directors, representatives, employees and agents from any loss of damage whatsoever to vendor property.
- b) Vendor, including all its owners, agents, employees, employers or assigns, hereby acknowledges that it is an independent contractor in the provision of services under this Agreement and therefore shall be solely and exclusively responsible for any and all risks, claims, losses, damages, or causes of action whatsoever arising from Vendor's participation or activities under this Agreement.
- c) Vendor, including all of its owners, agents, employees, employers or assigns, hereby releases and waives any and all claims for personal injury, product liability, theft, breakage, or any other damage, against IRCC, the venue, its owners, agents, employees, employers or assigns, from or otherwise arising from Vendor's participation or activities under this Agreement.
- d) Neither IRCC, nor the venue shall be liable for any loss or damage to the property of Vendor or any of its representatives, employees, agents, patrons and guests, because of fire, robbery, accidents or

any other cause whatsoever that may arise from Vendor's use or occupancy or its allocated space during the event.

- e) Vendor agrees to indemnify and hold harmless owners, agents, employees, employers or assigns of IRCC and the venue against all claims of any person whomsoever, from acts of omissions of Vendor, its owners, agents, employees, employers or assigns and guests.
- f) Vendor shall be prepared to continue vending from the allocated space in the event of rain. If weather becomes too inclement to operate vending booths, IRCC will be responsible for making final determination of outdoor operations, if any.
- g) IRCC shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, terrorism, or any other cause beyond its control.
- h) Vendors assume full responsibility and liability for the actions of their agents, employees of independent contractors, whether acting within or without the scope of their authority and agree to hold harmless IRCC and the venue from responsibility for liability resulting directly, or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees, or independent contractors, whether within or without the scope of authority. There is not any other agreement or warranty between the Vendor and IRCC except as set forth in this document.
- i) The rights of IRCC under this contract shall not be deemed waived, except as specifically stated in writing and signed by an authorized officer of IRCC. The vendor agrees by the signed application and contract to indemnify IRCC against all liability resulting from negligence of the vendor, his/ her agents, or employees, and shall reimburse the IRCC for any loss or expense incurred by the IRCC for reasons of such negligence.
- j) In case the grounds are damaged or destroyed by fire, elements, or any other cause, or if circumstances shall make it impossible for IRCC to permit a Vendor or Vendors to occupy the space assigned during any part or the whole of the period covered, then during such circumstances, IRCC will not be liable for the fulfillment of this contract as to the delivery of space and the Vendor shall be reimbursed a proportionate share of the space rental.
- k) When any exhibit is discontinued for reasons of the violation of any of the aforementioned rules and regulations, the Vendor shall not be entitled to a refund of any monies paid to Festival of Lights. IRCC shall not be responsible for any expenditures attendant to such termination.
- l) IRCC expressly disclaims any obligation or representation related to the number of persons to be attending the Festival, or the revenue to be derived there from.
- m) Vendor will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event by them. Vendor agrees to indemnify, defend and hold IRCC and the venue harmless from any claims or costs, including legal fees, which might arise from use of any such material. IRCC name, the festival name and logos are protected trademark service marks and may not be used without the express written consent of IRCC.
- n) IRCC, at its discretion, may accept delivery of property addressed to Vendor only as a service to Vendor, and Vendor will indemnify and hold harmless IRCC for any loss or damage to any personality in the receipt, handling, care or custody of said personality at any time. Vendor further indemnifies IRCC from any claims or costs related to claims from any third party for loss or damage to said personality in the event premises. IRCC will not accept COD or any similar delivery.
- o) The entry and presence on the event premises by the vendor and/or the vendor's staff constitutes the vendor's consent to be photographed, filmed, and/or otherwise recorded and to the release, publication, exhibition, or reproduction of any and all recorded media of their appearance, booth, voice, and/or name for any purpose whatsoever in perpetuity in connection with IRCC and its initiatives, including, by way of example only, use on websites, in social media, news and advertising.
- p) Any and all matters not expressly provided for in this document or on the IRCC website will be at the sole discretion of IRCC.

9. INSURANCE

- a) At least thirty (30) days prior to the Move-in date, Vendor shall provide IRCC with a Certificate of Insurance in a form and from an insurer acceptable to IRCC, which shall name IRCC and the specific venue as additional insured for comprehensive General Liability insurance including products and completed operations coverage with limits of not less than \$1,000,000 each occurrence, combined single limit for bodily injury and property damage. The term of coverage shall coincide with the dates and time of this event including the move-in and move-out. IRCC shall have the sole and arbitrary discretion to require higher limits of coverage than those contained herein.
- b) Vendor shall provide to IRCC at least thirty (30) days prior to move-in date satisfactory evidence of Workers' Compensation insurance complying with statutory requirements of the State of Florida.
- c) Vendor shall provide to IRCC with a Certificate of Insurance at least thirty (30) days prior move-in dates as evidence of automobile liability insurance coverage on all owned, non-owned and hired vehicles used in connection with this event by the vendor in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- d) In the event Vendor shall not timely provide proof of insurance as set forth herein, this contract shall immediately and automatically terminate without notice of default from IRCC.

10. SUBLETTING OR ASSIGNMENT

- a) Vendors shall not sublet, share, assign or donate allotted booth space, in whole or in part. Vendor shall occupy only the assigned booth space.
- b) IRCC shall assign booth space to the Vendor in priority order based on receipt of a completed, signed Application. Such assignment is made for the period of this event only and does not imply that the same or similar space be held or offered for future events. Every effort will be made to respect the vendor's booth preferences whenever possible, but IRCC's decision will be final. IRCC, in its sole discretion, reserves the right to make changes in booth assignments that it deems are in the overall best interest of the festival of lights event. IRCC reserves the right to withdraw its acceptance of this Contract if it determines in its sole discretion that the Vendor is not eligible to participate, or the Vendor's product or services are not eligible to be displayed in this event.

11. MISCELLANEOUS

- a) IRCC reserves the unilateral right to cause the interruption of the Festival of Lights in the interest of public safety (or any other reason it deems necessary) and to likewise cause the termination of such Festival of Lights when, in the sole and arbitrary judgment of any County, State or Federal agency or its agents, including but not limited to the Broward County, Health Department or Fire Department, such action is necessary in the interest of public safety, health and welfare.
- b) The collection of sales tax and payment to the Florida Department of Revenue will be the sole responsibility of each individual Vendor as applicable.
- c) IRCC shall have the first lien against all property of Vendor for all unpaid fees, expenses, damages to property and appropriate taxes due for the event. IRCC shall have the right to sell said property at public auction and to apply the proceeds from such auction to the unpaid charges.
- d) Duly authorized representatives of the venue may enter the event at any time and occasion without any restrictions whatsoever. Vendor hereby waives any and all claims for compensation for any and all loss or damages sustained by reasons of interference by any public agency or the venue officials in the operation of the venue; however, such interference shall not relieve Vendor from any obligations hereunder. Vendor shall comply and shall require its agents, vendors, licensees, concessionaires and employees to comply with all laws, ordinances and regulations adopted or established by Federal, State or Local Governmental agencies or bodies, and with all rules and regulations provided by IRCC

and the venue from time to time. Vendor agrees that at all times it will conduct its activities with full regard for public safety. Vendor further agrees that all portions of sidewalks, entries, floors, passages, halls, corridors, stairways, and ways of access to public facilities shall be kept unobstructed and safe by Vendor and shall not be for any purpose other than ingress or egress to and from the venue and all electrical panels and doors as well as all safety and emergency exits shall not be obstructed in any way. Vendor also shall not use, store, or permit to be used or stored in or on any part of the venue covered by this License any substance or thing prohibited by law, ordinance or standard policies of fire insurance companies operating or insuring in the State of Florida. No explosives and/or flammable substances including, but not limited to, pyrotechnics, fireworks, illumination oils, oil lamps, candles, turpentine, benzene, naphtha, gasoline, or other such substances shall be used, or placed in or on the venue covered by this Contract. It is further agreed that no inflammable materials such as bunting, tissue paper, crepe paper and any others will be permitted to be used as decorations and decorative materials unless they are treated with flame proofing and are approved by the appropriate inspector of Broward County, Florida, before the same are installed.

- e) Vendor agrees, at all material times Vendor is at the festival, 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 Vendor shall be in possession of such hazardous or toxic waste, the Vendor shall immediately notify IRCC and the Broward County Department of Environmental Resource Management and Public Health Unit 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 and the event relative to such materials. Additionally, Vendor agrees not to dispose of any refuse or empty any fluids on the ground. In the event the Vendor or its agents, vendors, sub-licensees, concessionaires, or employees dump grease in the venue's sewer system, or at locations not authorized by the venue, or shall otherwise violate the provisions of this paragraph, IRCC shall subject Vendor to a fine of \$1,000.00 for each infraction and Vendor shall be deemed in material breach of this contract and subject to immediate removal from the event.
- f) Vendor assumes all responsibility for all goods, materials, exhibits, displays, articles, and other tangible personal property in or on the venue before, during or after the event and IRCC assumes no responsibility for said items.
- g) The waiver or failure of IRCC to insist on strict and prompt performance of the terms of this contract and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of IRCC's right thereafter to enforce the same strictly according to the terms thereof in the event of a continuous or subsequent default on the part of Vendor.
- h) It is mutually agreed that any and all matters not expressly provided for in this Contract will be at the sole discretion of IRCC.
- i) The effective date of this contract shall be the date on which the registration form was accepted by IRCC after being submitted by the Vendor.
- j) Whenever used in this agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.
- k) The paragraph headings used in this agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.
- l) If any term, covenant, or condition of this agreement or the application thereof to any person or circumstance shall be to any extent held invalid or unenforceable, the remainder of this agreement or the application of such terms, covenants, and conditions to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this agreement shall be valid and enforceable to the fullest extent permitted by law.
- m) Vendor agrees to observe and abide by all the foregoing Terms and Conditions of this agreement and by such additional terms and conditions made by IRCC from time to time for the efficient or safe

operation of the event including, but not limited to, those contained in this agreement and various Forms/Applications to be filled in by the Vendor. In the event that the vendor fails to adhere to any of the regulations, provisions, or terms set forth by IRCC or the event venue, IRCC retains the authority to expel the vendor and its personnel from the premises at any point prior to, during, or subsequent to the occurrence. In such circumstances, the vendor shall not be entitled to any reimbursement or refund of any fees paid by the vendor. The rights of IRCC under this agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of IRCC.

This agreement shall be governed by and under the laws of State of Florida and any legal action or proceeding with respect to this Agreement shall be brought exclusively in the state and federal courts located in Broward County, Florida and the Vendor waives any objection to venue in any such court or to any claim that any such court is an inconvenient forum. No Vendor or Vendor representative may act in the manner contrary to the Laws of the United States, State of Florida, Broward County, or bylaws of IRCC and the venue.

Vendor certifies that Vendor has read the Terms and Conditions of Vendor Participation Agreement and agrees to abide by its rules and all terms and conditions set forth therein.

By submitting the registration form to IRCC, Vendor understands this process results in a binding contract between IRCC and the Vendor, if and after IRCC subsequently accepts the registration.