



## Vendor Application

Event: 9<sup>th</sup> Annual Blues, Brews & BBQ Festival – Naples/Tin City

Date & Times: May 10<sup>th</sup> (4pm-9pm), May 11<sup>th</sup> (11am-9pm), 2019

Location: Tin City, 1200 5<sup>th</sup> Avenue South, Naples FL. 34102

Business/Organization: \_\_\_\_\_ Power: yes\_\_\_\_ (\$25) no\_\_\_\_  
 Contact: \_\_\_\_\_ Water: yes\_\_\_\_ (\$25) no\_\_\_\_  
 Email: \_\_\_\_\_ Booth Size: 10x10\_\_10x20(addl.fee)\_\_Other\_\_  
 Phone: \_\_\_\_\_ Load-in Time: \_\_\_\_\_  
 Address: \_\_\_\_\_ Load-out Time: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ **VENDOR FEE:** \$250  
 Special Power Requirements: \_\_\_\_\_

**INDEMNIFICATION:** This agreement is between PINCHERS, TEXAS TONY'S RIB AND BREW HOUSE, ISLAND CRAB COMPANY, and MARINA AT EDISON FORD... (Hereinafter know as "PHELAN FAMILY BRANDS...") and the listed organization... (Hereinafter know as "VENDOR..."). This agreement shall indemnify, defend, release, and hold harmless PHELAN FAMILY BRANDS and any affiliates, officers, directors, employees, or agents/volunteers thereof from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action, and expenses (including reasonable attorneys' fees, court costs and out of-pocket expenses) suffered or incurred as a result of any breach of any obligation of VENDOR in performance of this Agreement or VENDOR's use of the benefits. This provision shall survive the expiration or termination of Agreement.

**INSURANCE REQUIREMENTS:** Merchandise vendors are responsible for their own liability insurance and hold harmless PHELAN FAMILY BRANDS as additional insured upon request. VENDOR is required to provide comprehensive general liability insurance in limits of no less than \$1,000,000 and warrants that VENDOR shall maintain in full force and effect through the duration of the event.

**LIMITED LIABILITY.** PHELAN FAMILY BRANDS shall not be liable to the vendor for indirect, incidental, consequential, special or exemplary damages, and the event's liability arising under this agreement will be limited to direct, objectively measurable damages. Except to the extent where this provision is prohibited

by law and except with respect to the indemnification provision herein, in no way shall the event's maximum, aggregate, cumulative liability to VENDOR arising out of or relating to this agreement exceed the cash amount paid by the VENDOR to PHELAN FAMILY BRANDS during the term.

Initial

**TERMINATION & STIPULATIONS:** In the event of any attempted termination by VENDOR, PHELAN FAMILY BRANDS shall be entitled to retain all payments received hereunder and shall have the right to pursue all available remedies at law or otherwise. VENDOR is required to provide all materials for their setup; including but not limited to tables, linens, chairs, tents, marketing materials, and other equipment.

**INDEMNIFICATION SIGNATURE:**

Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**PAYMENT:**

Check one of the following CASH: \_\_\_\_\_ CHECK: \_\_\_\_\_ CREDIT CARD: \_\_\_\_\_ (see below)

Vendor spot is not reserved until full payment is received

Make checks payable to: *Pinchers*

Mail to: *Pinchers*

*3820 Via Del Rey*

*Bonita Springs, FL 34134*

Phone: 239-431-5504

Fax: 239-260-1350

**Credit Card Authorization**

Name as it appears on the Credit Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Type of CREDIT Card: *Visa* \_\_\_ *MasterCard* \_\_\_ *Discover* \_\_\_ *American Express* \_\_\_

Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ V Code \_\_\_\_\_

Amount of CHARGE: \$ \_\_\_\_\_ Card member Signature authorizes PHELAN HOLDINGS to process the credit card charge to the account provided above. Further, I understand that Pinchers has a no refund policy on authorized credit card charges:

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

Thank You!!

Jarrold Cain (Special Event Coordinator) - jarrod@phelanbrands.com - 239-431-5504

