



2010 Vendor Application and Agreement

(Please Print or Type)

Thank you for your interest in the Winter Haven Main Street Market Day. In order to participate as a vendor, you must fill out this Application and Agreement. You are not approved until you have received written notification of approval of your Application. At that time, this Application becomes a legally binding Agreement. When completed, please return to:

Main Street Winter Haven, Inc.

65 Third Street #200B, NW

Winter Haven, Fl 33881

karenthompson@mainstreetwinterhaven.com

Background Information

Name: _____

Business Name (if applicable): _____

Address: _____

Telephone: _____ Cell: _____

Fax: _____ E-Mail (important): _____

Description of Products: _____

Terms and Conditions

1. Rules and Regulations. I have received and read the entire Vendor Rules and Regulations governing the Main Street Market, and agree to adhere to them. Main Street Winter Haven may change the Rules and Regulations from time to time in its sole discretion. My participation in any given Market Day indicates my agreement to the rules and regulations then in effect.

2. Products. I will sell only products and services that have been approved by Main Street Winter Haven. The market reserves the right to ask that unsuitable or unapproved products and services be removed from sale in its sole discretion.

3. Indemnification and Hold Harmless. I will participate in the Main Street Market at my own risk. I hereby agree to indemnify and hold harmless Main Street Winter Haven, Inc. and the City of Winter Haven and the Officers, Directors, Agents, and Employees of these entities from and against any and all rights, actions, causes of action, suits, losses, damages, judgments, claims, claims of liabilities, cost and expenses of any kind as well as attorney's fees and court costs at trial and on appeal, of whatsoever kind or nature to which these entities and individuals may be subjected to as a result of any death, personal injury or damage to property arising in any manner from my direct or indirect participation in the Main Street Market, including any such rights, actions, causes of action, suits, losses, damages, judgments, claims, and claims of liabilities arising out of or resulting from the negligence of these entities or any of their agents, servants, employees or any independent contractors acting on their behalf. This indemnification applies, without limitation, to any claims made by my employees, agents, and independent contractors arising out of participation in the Main Street Market.

4. Jurisdiction and Venue. Jurisdiction and venue for any action arising from this agreement or my participation in Markey Day shall be Polk County, Florida.

5. Authority. If the applicant is a corporate entity, the undersigned certifies that he/she is authorized to execute this agreement on behalf of the entity and to bind the entity.

6. Acceptance. My application is not accepted, and this agreement is not binding on me, until it has been approved by Main Street Winter Haven in writing or via e-mail or fax.

7. Fees. I agree to pay the fees as described in the most recent fee schedule for the Main Street Market. All fees are non-refundable once location has been assigned. Fees are due and payable upon assignment of a location on each Market Day.

8. Breach. In the event Main Street Winter Haven breaches this Agreement, my sole remedy shall be recovery of the fee paid for the most recent Market Day.

9. Cancellation. Main Street Winter Haven reserves the right to cancel this agreement and remove a vendor at any time in its absolute and sole discretion, for any reason or for no reason.

Company Name (Printed)

Date

Personal Name (Printed)

Title (if a company)

Street / Mailing Address

City, State, Zip

Signature