



Apopka Art and Foliage Festival Food Vendor Agreement

THIS CONTRACT made and entered into this ____ day of _____, 20____, by and between, _____ (vendor/business name), hereinafter referred to as Food Vendor, and the CITY OF APOPKA, FLORIDA, hereinafter referred to as the City.

Food Vendor is responsible for the set-up, operation, and removal of all equipment while participating in the Apopka Art and Foliage Festival held at Kit Land Nelson Park/Edwards Field, 10 S. Forest Avenue, Apopka, FL 32703. Food Vendor further agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations. This agreement will remain in effect throughout the duration of the event, Saturday, April 24, 2021, through Sunday, April 25, 2021, to include the set-up and break down period.

REQUIREMENTS

- A. Food Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Commercial General Liability (CGL) and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law. Products and completed operations aggregate shall be \$2,000,000. Food Trucks and/or any vehicle that functions as the workplace, must provide an Automobile Liability insurance policy in the minimum amount of \$300,000 Combined Single Limit. If alcohol is being served, the Food Vendor shall provide evidence of coverage for liquor liability in the minimum amount of \$1,000,000.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificates, all extensions to the insurance certificate, and declaration sheet should be sent to City of Apopka, Risk Management, 120 East Main Street, Apopka, FL 32703 or e-mailed to riskmanagement@apopka.net.

Said insurance coverage's procured by the Food Vendor as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Food Vendor agrees that said insurance coverage's it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Food Vendor as required herein.

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

- B. Food Vendor recognizes the City's authority to cancel the Apopka Art and Foliage Festival due to inclement weather or any other safety concern that may arise and agrees to fully cooperate with personnel from the City, County and local health departments.
- C. The City is not responsible or liable for any damage, loss or theft the Food Vendor may sustain.
- D. Food Vendor agrees that the City may use photographic images and video taken at the Apopka Art and Foliage Festival in promotions and publications. These images may be used online or provided to media outlets and/or used in social media applications.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Food Vendor shall defend, indemnify and hold harmless the City of Apopka and all of City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Food Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement, including, but not limited to automobile negligence, foodborne illness negligence, or other claims and/or suits. Food vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the Food Vendor of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and sign it of my own free will.

Printed Name of Applicant: _____

Signature of Applicant: _____

Title of Applicant: _____

Vendor/Business Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, and who is personally known to me or who has produced _____ as identification.

Signature of Notary

[STAMP]



**City of Apopka
Certificate of Insurance Checklist
General Events and Activities**

Please note that this checklist is meant to represent the minimum requirements based on average exposure events. Events that involve high or unusual hazards may require higher limits of coverage. The City of Apopka reserves the right to require additional coverages, waive certain requirements, require higher limits or accept lower limits on a case by case basis after the review of the associated risk.

- ☐ **Insurers** – Must have an A.M. Best rating of A or better.
- ☐ **Certificate Holder** – City of Apopka, 120 E Main Street, Apopka, FL 32703
- ☐ **Policy Terms** - Must be current and cover the date(s) of the event or project.
- ☐ **General Liability** – Minimum requirements for all contractors and vendors.
 - \$1,000,000 Each Occurrence
 - \$100,000 Damage to Rented Premises
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products and Completed Operations Aggregate
- ☐ **Automobile Liability** – Combined Single Limit of \$300,000 (Required when vehicle functions as the workplace or is used to perform contracted work.)
- ☐ **Workers' Compensation** – Minimum limits in the amount of \$1,000,000/\$1,000,000/\$1,000,000 (Businesses employing more than four employees or in compliance with applicable state and federal laws)
- ☐ **Liquor Liability** – Minimum Limit of \$1,000,000 (If Applicable)
- ☐ **Additional Insured** – The City of Apopka is to be **included as a named additional insured** on all policies except Workers' Compensation. Additional Insured status, respective of General Liability, must include Completed Operations.
- ☐ **Notice of Cancellation** – Policy must be endorsed to provide a 30 day policy cancellation notice.
- ☐ **Description of Operations** – This section must explicitly state that the City of Apopka is named as an additional insured and also detail the name and date(s) of the event or project.
- ☐ **Declaration Sheet and Insurance Policy** – A copy of your policy declaration sheet, and insurance policy must accompany your Certificate of Liability Insurance.
- ☐ **Endorsement Pages/Form List Schedule** – A copy of any and all endorsement pages (Notice of Cancellation, Additional Insured, Waiver of Subrogation, etc.) and Forms List Schedule must accompany your Certificate of Liability Insurance. The endorsement pages must include the policy number and effective dates of the endorsements.

Should you have any questions or concerns regarding these insurance requirements, please contact Risk Management at 407-703-1805 or e-mail riskmanagement@apopka.net.