



**33rd Annual American
Sandsculpting Championship
and Beach Festival**

November 22 - December 1, 2019

**at The Wyndham Garden Hotel
on Fort Myers Beach, Florida**

Official Sand Vendor Village Exhibitor Registration

Market Opportunities: Arts, Crafts, Clothing, Accessories, Jewelry, Hats, Purses, Pottery, Photography Fine Arts and Crafts, Home Accents and Local Businesses.

Company Name: _____

Contact: _____

Email: _____

Phone: _____

Mobile: _____

Address: _____

City: _____ State: _____ Zip: _____

LIST IN ORDER OF PREFERENCE THE TOP 5 ITEMS YOU WOULD LIKE TO SELL AND THE PRICE RANGE OF EACH:

1. _____ \$ _____

2. _____ \$ _____

3. _____ \$ _____

4. _____ \$ _____

5. _____ \$ _____

(All items listed are subject to event committee approval and items not listed and added to your booth will not be allowed).

If, after reading the entire application, you have a question, please contact the FMB Chamber at 239-454-7500 or events@fmbchamber.com.

Non-Food Vendor Event Packages:

Please note: spaces are available either INSIDE or OUTSIDE of the fenced in Sculpture area.

___ Plan A	11/22-11/24 (3 day weekend)	10AM-5PM	\$400 NO inside option
___ Plan B	11/28-12/1 (4 day weekend)	10AM-5PM	\$500 outside of fence \$600 inside of fence
___ Plan C	11/22-11/24 & 11/28-12/1 (both weekends)	10AM-5PM	\$800 outside of fence \$1,000 inside of fence
___ Plan D	11/22-12/1 (all 10 days)	10AM-5PM	\$1,000 outside of fence \$1,200 inside of fence

You can secure your spot with a 50% payment. The other 50% is due 30 days before the event. A one-time payment in full before August 16th, 2019 entitles you to a 10% discount.

BE AWARE WE HAVE EXCUSIVITY DEALS IN PLACE IN THE FOLLOWING CATEGORIES: HATS, SUNGLASSES, AND FOOD

Food vendors please contact Jarrod Cain at: jarrod@phelanbrands.com

Vendor Amenities:

1. Vendor Village will be set along both outside and inside of the fenced Sculpture Area (admission is charged to access the inside of the Sculpture Area).
2. Vendor spaces will be 12 x 12 (10x10 with 1 ft. one each side).
3. Golf Cart service offered daily for load in/load out.
4. Vendors will receive exact load in report times (to prevent congestion).
5. Daily wristbands will be given to vendors to allow access to the Sculpture Area.
6. **ONE** Free Vendor parking pass will be given to each Vendor. Parking space will be in close proximity to the Wyndham Garden Hotel.
7. Vendor area is closed and Security is on site from 5PM to 8AM each day.
8. Music in vendor tents must not be heard outside of the Vendor's space.

Terms and Conditions:

Initial each line below:

_____ Vendor space is **12 x 12** (10x10 with 1 ft. on each side) **Please confine your merchandise to that space.** Merchandise outside of the vendor space will be removed by Event staff.

_____ Vendor provides their own tent, tables, display, chairs, fire extinguisher, etc. and will manage their own set up/breakdown in their area.

_____ Vendor space is to appear neat, orderly and attractive – storage boxes, excess merchandise, etc. are to be concealed.

_____ Pay close attention to your booth appearance, even and hemmed table drapes, proper signage and pricing.

_____ No signage above or outside vendor tents, all signage must be confined to the inside of the vendor booth.

_____ It is the Vendor's responsibility to provide a garbage bag at your booth. At the end of each day, please take collected garbage to one of the on-site receptacles. Do not leave any food in your booth area overnight. **There will be a \$25 charge per day for garbage left behind.**

_____ Water is not provided at this event. Power is available (additional fees apply, see below). Battery, LED and solar powered items may be used.

_____ **NO personal generators are allowed due to DEP permitting and requirements.**

_____ Categories including but not limited to jewelry, clothing, purses will be limited and will be considered on a first come, first considered basis.

_____ No wheeled or motorized vehicle of any kind including golf carts, cars, vans, etc., are allowed on the beach for any reason without written permission from the Event Committee and a Town of Fort Myers Beach

Permit. For Vendors needing Tractor Service to transport wheeled vehicles to the sand, service will be provided for a fee of \$30 per tractor tow.

****Arrangements must be made *in advance* for Tractor scheduling purposes. (check the space at the end of this application)**

_____ Vendors are responsible for collecting and reporting Florida Sales tax on all transactions.

_____ The management reserves the right to remove any attendee or vendor who is intoxicated, using foul language, or exhibiting rowdy or unruly behavior during the event.

_____ Night security will be provided from 5PM to 8AM, however, vendor is ultimately responsible for all merchandise left in their booth. If you are leaving merchandise in your booth, you must have zippered sides and exercise reasonable due diligence about the merchandise you leave in your booth.

_____ No merchandise using the event's name or logo may be sold at the event.

_____ All items listed are subject to event committee approval and items not listed on the application will not be allowed in your booth.

_____ The 33rd Annual American Sandsculpting Championship 2019 is a rain or shine event, no refunds will honored due to inclement weather.

_____ Vendor must secure and weigh down their tent for the protection of their merchandise and their fellow vendors, no staked tents will be allowed in the vendor area. Extended line/stakes do not work on the sand and are prohibited.

INDEMNIFICATION. VENDOR shall indemnify, defend, release, and hold harmless Pinchers Beach Bar & Grill, Phelan Family Brands, The Wyndham Garden Hotel Fort Myers Beach, The Sand Lovers, The American Sandsculpting Championship Organizing Committee, The Fort Myers Beach Chamber of Commerce 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.

TERMINATION. In the event of any attempted termination by VENDOR, The American Sandsculpting Championship shall be entitled to retain all payments received hereunder and shall have the right to pursue all available remedies at law or otherwise.

MERCHANDISE VENDORS INSURANCE. Merchandise vendors are responsible for their own liability insurance and hold harmless: The Fort Myers Beach Chamber of Commerce, Pinchers Beach Bar & Grill, the Wyndham Garden Hotel Fort Myers Beach, The Sand Lovers and Phelan Family Holdings naming additional insureds may be required, upon request.

LIMITED LIABILITY. The American Sandsculpting Championship 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 the American Sandsculpting Championship during the term.

BY SIGNING BELOW, VENDOR AGREES TO THE TERMS & CONDITIONS:

Signature: _____ Date: _____

Check your plan request from Page 1 and **CIRCLE** either inside or outside fence.

Plan A _____ ----- outside fence

Plan B _____ inside fence outside fence

Plan C _____ inside fence outside fence

Plan D _____ inside fence outside fence

Additional fees or discounts:

- _____ Applicable Vendor Fees
- _____ \$25 Discount for Members of the FMB Chamber of Commerce
- _____ \$200 for Power -- per weekend (limited availability)
Vendor must supply 100' of at least 12 gauge power cord
- _____ \$30 Trailer Tow Fee - Per Tow
- _____ \$20 Trailer parking off site - per day

\$ _____ **TOTAL payment**

Send the following items along with your payment information:

- Booth/Merchandise Photo (can be emailed)
- Completed application with **terms and conditions initialed & signed**
- Liability Certificate (if requested)

Credit Card Authorization Form

Company Name: _____

Name as it appears on the Credit Card & Statement:

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Type of CREDIT Card:

Visa___ MasterCard _____ Discover _____ American Express ___

Credit Card Number: _____

Expiration Date of card: _____ V Code: _____

Amount of CHARGE: \$ _____

Card member Signature authorizes The Fort Myers Beach Chamber of Commerce to process the credit card charge to the account provided above. Further, I understand that the Fort Myers Beach Chamber of Commerce and The American Sandsculpting Championship have a no refund policy on authorized credit card charges:

Authorized Signature: _____

Date: _____

If paying by check, make your check payable to:
Fort Myers Beach Chamber of Commerce

MAIL YOUR ENTIRE APPLICATION INCLUDING INITIALED AND SIGNED PAGES,
and APPLICABLE VENDOR FEES TO:

Fort Myers Beach Chamber of Commerce, ATTN: EVENTS
2450 Estero Boulevard
Fort Myers Beach, Florida 33931

OR Scan and email to: events@fmbchamber.com