



VENDOR RENTAL AGREEMENT - FESTIVAL EVENT OUTDOOR SPACE

(Rev. 5)

Between

**GERMAN AMERICAN SOCIETY OF CENTRAL FLORIDA,
INC. (“GASOCF”)**

A Florida Corporation Not for Profit

And

Vendor Name Here: _____

THIS AGREEMENT (the “Agreement”), made as of the _____ day of _____, 2022 is by and between the **GERMAN AMERICAN SOCIETY OF CENTRAL FLORIDA, INC., (GASOCF)** (the “Renter” or “Lessor”), whose business address is 381 Orange Lane, Casselberry, Florida 32707 and _____ whose business address is _____ (the “Renter”, or “Vendor” and collectively, the “Parties”).

WHEREAS, Renter wishes to use the Rental Space for the GASOCF Event(s) designated in **ATTACHMENT A** (“the Event(s)”).

1. Space Rental. Owner hereby grants to Renter a limited and revocable license (the “License”) to use the assigned **Event Rental Space** (the “Space”), located at 381 Orange Lane, Casselberry, Florida 32707. The License permits Renter to use the Space designated by GASOCF only in accordance with Terms and Conditions set forth in this **AGREEMENT** and **ATTACHMENTS A and B** incorporated herein, and only for the purposes set forth in **Section 11** below.

2. Event Date and Time. The Event(s) shall be held on the date(s) and at the time(s) indicated and selected by the Renter as shown in **Attachment A**. Renter shall have access to the Space per the load-in time as indicated in Attachment A on the Event Date. Access deviations shall only be upon mutual agreement and with the expressed permission from Lessor.

3. Rental Fees. Renter shall pay to Lessor a total fee in U.S. Dollars the total amount of \$ _____ (the "Rental Fee") for the use of _____ 10 ft X 10 ft assigned space(s) as determined in accordance with the fee terms set out in **Attachment A**, attached hereto. The Rental Fee is **due in full at least 10 days prior to Event Date**, (the "Payment Due Date"). If Renter fails to pay the full Rental Fee by the Payment Due Date, Lessor shall have the right to revoke the License and to keep the full amount of the Deposit.

4. Cancellations. Any cancellations by Renter will result in forfeiture of the Deposit, and depending upon the time of the cancellation may also result in forfeiture of Rental Fee. If Renter cancels the reservation for the Event within 10 days of the Event, Lessor shall be entitled to retain the entire Rental Fee and the Deposit.

5. Condition of Premises. Lessor shall make sure that the Space conforms to the following specifications by the Event Date:

- A. Outdoor spaces are 10x10 with an available 110-115 Volt 15Amp electrical outlet.
- B. No tents, lights nor extension cords will be supplied.
- C. Parking Permit and unrestricted access to the event area for loading in, servicing and loading out.

Aside from the specifications set forth above, the Space shall be provided as-is and Lessor makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage. In the event that Renter does not satisfactorily arrange for such repair, Lessor shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Lessor for any such repairs within 30 days of receipt of Lessor's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

6. Décor. Only signs displaying the **Vendor name, logo and product information** are allowed.

7. Sale and Service of Alcoholic Beverages - Exclusive Right. GASOCF is the only entity allowed to provide alcoholic beverages at events held at its facilities.

8. Taxes: Vendors are required to collect and submit Seminole County Florida State Sales Tax at 7.0% on taxable sales.

9. Right of Entry. Lessor shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to the Space, or injury to any person in or near the Space.

10. Indemnification. Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Rental Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Lessor of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

11. Permitted Use. Renter is authorized pursuant to the License to use the Space in accordance with the requirements enumerated in this Agreement inclusive of the **ATTACHMENTS A and B**, in conjunction and support of the GASOCF Vendor designated event(s), and for no other purpose, unless Lessor gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in any manner that may render the insurance for the Space or upon any of Lessor's property void, or which may result in increased insurance premiums for Lessor with respect to the Space or any other of Lessor's property.

12. Compliance with Laws. Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Rental Space according to the permitted uses set forth in **Section 11** in a lawful manner. Renter shall not use the Rental Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies Lessor, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.

13. Force Majeure. In the event that Lessor is unable, for reasons beyond its control, to make the Rental Space available to Renter on the Event Date for the purposes as set forth in this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be

suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

EVENTS ARE NOT CANCELLED DUE TO WEATHER. IF YOU CHOOSE NOT TO ATTEND/PARTICIPATE DUE TO WEATHER, NO FEES WILL BE RETURNED. ALL EVENTS SHALL PROCEED RAIN OR SHINE. EVENTS ARE NOT RESCHEDULED.

14. Revocation. Lessor shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. Lessor’s right to revoke is limited by the following reasons for revocation: nonpayment of fees, breach of this Agreement, or if the Space is being rented for a purpose which Lessor subjectively finds inappropriate. In the event that Lessor revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Lessor shall refund to Renter the full amount paid by Renter in connection with this Agreement.

15. Assignment. Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

16. Entire Agreement and Choice of Law. This Agreement, together with all amendments: (a) shall be construed in accordance with the laws of the State of Florida; excluding its choice of law rules and (b) constitutes the entire understanding of the parties concerning its subject matter; (c) may be altered or amended only in writing signed by both parties concurrently with or subsequent to its date of execution; and (d) supersedes all prior written or oral understandings of the parties (including predecessors or assigns) concerning its subject matter.

17. Waiver. The failure of the Parties in any one or more instances to insist upon performance of any of the provisions of this Agreement shall not be construed a waiver of such provisions with regard to future performance.

18. Remedies. The rights and remedies provided herein shall be cumulative and in addition to any other rights and remedies provided by law or equity.

19. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

20. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed, addressed as follows:

To Lessor: German American Society of Central Florida, Inc.

381 Orange Lane

Casselberry, Florida 32707

ATTN: Festival Vendor Rentals, Joe Puhl

To Renter: _____

ATTN: _____

21. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first cited above.

German American Society of Central Florida, Inc.

Lessor Name

Signature

Type or Print Name

Title

Date

Renter or Vendor Name

Signature

Type or Print Name

Title

Date

ATTACHMENT A

Contact, Rental Category, Fee Rates & Event Designations

VENDOR CONTACT INFORMATION

Contact Name: _____

Business Telephone: _____ Cell Phone: _____

Email Address: _____

Vehicle Year & Make: _____ Model: _____ Color _____ Tag Number: _____

CATEGORY

Category: Corporate _____ Arts _____ Crafts _____ Food* _____ Other _____

Number of Spaces Required _____

- Outdoor Spaces Are 10x10. No Tents, Lights, Extension Cords or Tables Will Be Supplied by GASOCF.
- No vendor vehicle allowed inside of the event area. Vendor vehicle parking only in designated area and only with Vendor Parking Permit provided herewith.
- NO DUPLICATE FOOD VENDERS ALLOWED – MUST RECEIVE APPROVAL FROM EVENT MANAGER FOR ALL FOOD ITEMS SOLD.

FEES - NOTE: FEES ARE APPLICABLE TO EACH 10 X 10 SPACE AND EACH EVENT

Corporate & Food Vendors: per 10x10 space (includes electricity for lights) \$150.00

Arts, Crafts and Small Business: per 10x10 space (includes electricity for lights) \$ 75.00

*Generators or other uses of electricity may be allowed, upon approval by GASOCF BEFORE event date.

EVENTS: CHECK YOUR EVENT CHOICE(S) BELOW

_____ *OKTOBERFEST I OCTOBER 1, 2022 12:00 P.M. – 10:00 P.M. LOAD IN 11:00 AM*

_____ *OKTOBERFEST II OCTOBER 22, 2022 12:00 P.M. – 10:00 P.M. LOAD IN 11:00 AM*

DESCRIBE SPACE SET-UP AND ITEMS TO BE SOLD (PAST EVENT PHOTOS MAY BE INCLUDED):

I will be plugging in lights for my Booth. Yes _____ No _____

If Vehicle Is Powered During Event, Describe Power Source: (i.e. Generator, Vehicle Engine, Diesel) _____

Agreements can be mailed or emailed. An executed original copy will be returned.

Checks must be made out to GASOCF and mailed to:

German American Society of Central Florida, Inc.
 ATTN: Festival Vendor Rentals – Joe Puhl
 381 Orange Lane, Casselberry, FL 32707

Or Pay Online – OrlandoGermanClub.com/vendors

Any questions should be emailed to: joe.puhl1@gmail.com

ATTACHMENT B VENDOR REGULATIONS

Vendors may include: Art Vendors, Craft Vendors, Food Vendors, Non-profits, Restaurants, Businesses & Schools

VENDORS ARE REQUIRED TO SUBMIT LIST OF PRODUCTS SOLD PRIOR TO EACH EVENT. NO VENDOR IS ALLOWED AT THE EVENT UNLESS THEY HAVE BEEN CONTACTED BY THE EVENT COORDINATOR/MANAGER.

Event Coordinator/Manager has the right to refuse any vendor.

Vendor must initial each line to acknowledge the rules of the event:

1. ___ All vendor areas must be reserved in advance. No booths will be held without the required deposit. Assignment of vendor space will be at the promoter’s discretion and the vendor must exhibit with the space provided.
2. ___ Full payment is required to reserve a space. **No space will be reserved until payment is received.** A vendor may cancel this agreement upon the receipt of written notification to the promoter.
3. ___ Vendor will be notified after receipt of the registration form of acceptance to the event (this may take several days). If vendor is not accepted, all fees will be refunded.
4. ___ If vendor is not accepted due to vendor requirements, a new application may be submitted.
5. ___ The German American Society of Central Florida, Inc., (GASOCF) **DOES NOT SUPPLY TENTS, TABLES EXTENSION CORDS OR LIGHTS FOR VENDOR USE AT THE EVENT.** If you need to illuminate your tent without use of power, bring your own battery-operated lanterns. All power cords used by vendor must be securely placed to avoid accidents. Vendors must supply own means (i.e. duct tape) to secure cords. Vendors are requested to bring back up lighting, due to possible power interruptions or circumstances.
6. ___ Load-in begins at the designated time stated in Attachment A above, unless prearranged with the Event Coordinator/Manager. No items may be left unattended. Vendors must remain open during the event hours. Vendors should park in members/ vendors parking lot using the provided Vendor Parking Permit.
7. ___ Vendors are required to collect Seminole County Florida State Sales Tax at 7.0% on taxable sales. To obtain more information on a Temporary Tax certificate, contact the Florida Department of Revenue.
8. ___ Food and Beverage vendors who are required to be licensed with the Department of Business and Professional Regulations may obtain more information for a Temporary License by contacting the Department of Business and Professional Regulations at 850-487-1395. **VENDORS ARE REQUIRED TO PROVIDE A COPY OF ANY AND ALL REQUIRED LICENSES.**
9. ___ Vendors are required to clean up their space after the event. Any vendor who leaves garbage in their area will be assessed a \$50.00 fine.

I acknowledge that I have read and understand the terms and conditions as indicated on this application and contract. I agree to sell only those items as listed. If I change/add a new category or merchandise, I must submit a request to the promoter. Any vendor that does not comply with the rules and regulations will be asked to leave and will not be allowed to return.

Signature _____

Date _____