

# 2010 WANEE FESTIVAL

## Vendor Application

\_\_\_\_\_ (“Vendor”) requests Cornett’s Spirit of the Suwannee, Inc., enter into the following Contract (“Contract”) with Vendor. Vendor acknowledges that this Contract shall become effective only upon acceptance of this Contract by Cornett’s Spirit of the Suwannee, Inc., hereinafter referred to as (“Park”) as evidenced by the signature of Park authorized representative in the space provided below.

*WITNESSETH* that in consideration of mutual promises and covenants contained herein, Vendor and Park agree as follows:

1. **Park agrees to provide Vendor with:**
  - i. Retail space (as defined below) at the WANEE Festival (“Festival”) to be held at the Spirit of the Suwannee Music Park at 3076 95<sup>th</sup> Drive, Live Oak, Florida on the following dates: Friday, April 16<sup>th</sup> 1:30pm through Sunday, April 18<sup>th</sup>, 2010, 1:30am.
  - ii. Vehicle service pass
  - iii. Applicable number of parking passes;
  - iv. Applicable number of Vendor passes – (a) 2 each Vendor Armbands for 10x10 retail space or (b) up to 3 each Vendor Armbands for a 10x20 retail space.
  - v. Primitive Camping, Thursday, April 15<sup>th</sup> through Saturday, April 17<sup>th</sup>, 2010.

### **Retail Space is defined as a:**

- (1) 10X10 space without tent. Rent is as follows:
  - For merchandise Vendors, the set-up price is \$600 - DEADLINE is March 15, 2010. For applications and fees received beginning March 16, 2010, the set-up price will be \$750. Each space contains one 5 ampere electrical connection. Vendor acknowledges that the location of Vendor space(s) is within the sole discretion of Cornett’s Spirit of the Suwannee, Inc.
  - For food vendors, the set-up price is \$600 – DEADLINE is March 15, 2010. For applications and fees received beginning March 16, 2010, the set-up price will be \$750. Each space contains one 5 ampere electrical connection. Vendor acknowledges that the location of Vendor space(s) is within the sole discretion of Cornett’s Spirit of the Suwannee, Inc. Food vendors will be authorized to accept payment from patrons only through script. Food vendors will also pay an additional 30% of gross sales.
- (2) 10 X 20 space without tent. Rent is as follows:
  - For merchandise vendors, the set-up price is \$900 – DEADLINE is March 15, 2010. For applications and fees received beginning March 16, 2010, the set-up price will be \$1050. Each space contains one 5 ampere electrical connection. Vendor acknowledges that the location of Vendor space(s) is within the sole discretion of Cornett’s Spirit of the Suwannee, Inc.
  - For food vendors, the set-up price is \$900 – DEADLINE is March 15, 2010. For applications and fees received beginning March 16, 2010, the set-up price will be \$1050. Each space contains one 5 ampere electrical connection. Vendor acknowledges that the location of Vendor space(s) is within the sole discretion of Cornett’s Spirit of the Suwannee, Inc. Food vendors will be

authorized to accept payment from patrons only through script. Food vendors will also pay an additional 30% of gross sales.

- (3) 10 X 30 space without tent. Rent is as follows:
  - For food vendors, the set-up price is \$1300 – DEADLINE is March 15, 2010. For applications and fees received beginning March 16, 2010, the set-up price will be \$1450. Each space contains one 5 ampere electrical connection. Vendor acknowledges that the location of Vendor space(s) is within the sole discretion of Cornett’s Spirit of the Suwannee, Inc. Food vendors will be authorized to accept payment from patrons only through script. Food vendors will also pay an additional 30% of gross sales.
- (4) Commercial Exhibits will be charged at a rate of \$70 per foot for applications received and approved through March 15, 2010. For applications and fees received beginning March 16, 2010, the set-up price will be \$90 per foot.
- (5) Full payment in the form of a Cashiers Check or Money Order made payable to Cornett’s Spirit of the Suwannee, Inc., is due with submission of application. NO EXCEPTIONS!
- (6) PREFERRED PLACEMENT OPTION: Food and Merchandise Vendors may elect to be placed in the Amphitheater Area of the Venue for an additional \$250. Payment must be made at the time of application. Preferred Placement allows Vendors to be present in the concert area for the additional Thursday show (‘Wanee Kick Off Party’) and will receive preferential set-up privileges. This option will be filled on a first come basis – limited space available.

\_\_\_\_\_ Please check here for Preferred Placement Option choice

2. **Vendor agrees to:**

- i. Pay to Cornett’s Spirit of the Suwannee, Inc., the applicable rent set-up fee as described above;
- ii. For Food Vendors, an additional 30% of Gross Revenues will apply. Vendor agrees to pay to Cornett’s Spirit of the Suwannee, Inc., the applicable Gross Revenue percentage.
- iii. Occupy the assigned Retail space at the Festival during the Festival’s normal hours of operation as listed in paragraph 1;
- iv. Vendors must arrive at the Park on Thursday, April 15<sup>th</sup> between the hours of 10:00am and 10:00pm. Vendors must first register at the Vendor Booth at the Main Entrance of the Park to obtain appropriate credentials. Vendor set-up will begin at 10:00am, all vendors must be accompanied by the Park Vendor Coordination for set-up purposes. Vendors who select the Preferred Placement Option must agree to set up their space on Thursday, April 15<sup>th</sup> between the hours of 10:00am and 3:00pm. Preferred Option vendors will receive priority set up.
- v. Vendor agrees to be open and provide enough product to operate during the entire show hours.
- vi. Vendors will be limited to sell only pre-approved items. No other items will be permitted. Vendor shall prepare, sell or distribute only items approved for its booth(s) and the approved sizes and prices. Food vendors shall post a menu with prices in clear view of patrons at all times. Menu should be professionally made.
- vii. No beverages of any type will be permitted to be sold or distributed without prior written approval. No alcoholic beverages are allowed.
- viii. All food sales will be by script ticket that the Park provides and sells. Tickets are in one dollar increments and all vendor percentages shall be reimbursed on Sunday, April 18, 2010, beginning at 2:00pm. NO EXCEPTIONS. Payment will be made by check.

- ix. Vendor shall comply with all applicable federal, state, city laws, rules and regulations, and Park rules, all of which are incorporated herein. Vendor agrees to produce at its own expense, all state, county, or city, licenses which may be required.
- x. Vendor shall provide a charged fire extinguisher as required by local regulations. Extinguisher must show proof of current inspection. Vendor shall provide appropriate lighting fixtures – no combustible lighting, no flood lights or halogen lights (compact fluorescent lights are preferable).
- xi. Vendor shall furnish sufficient number of trash receptacles to service its facility.
- xii. Vendor shall furnish a coal can for disposal of charcoal from its facility if such is used.
- xiii. Vendor agrees to pay any and all taxes required by any governmental body for its operation at Wanee Festival 2010.
- xiv. Fully and completely indemnify Cornett’s Spirit of the Suwannee, Inc., Live Nation Worldwide, Inc., and The Wanee Festival for any act by Vendor which results in personal injury or property damage;
- xv. Assume full responsibility for theft, loss, or damage to Park facilities or Festival patrons, and Vendor waives any and all right of recovery from Cornett’s Spirit of the Suwannee, Inc., and Live Nation Worldwide, Inc., for property damage, or loss of the use thereof, howsoever occurring;
- xvi. Obtain liability insurance in the amount of \$1,000,000 and provide proof of same to Cornett’s Spirit of the Suwannee Inc., and Live Nation Worldwide, Inc., at the time of application. Failure to provide proof of liability insurance may result in rejection of vendor application. The policy shall be endorsed to Cornett’s Spirit of the Suwannee, Inc., and Live Nation Worldwide, Inc. and each and all of their respective parents, partners, affiliates, subsidiaries, successors and assigns (collectively, the "Operator Parties") as Additional Insured as respects the operations of the named insured, its agents, employees, representatives and contractors. Further, coverage naming the Additional Insured shall be on a primary basis irrespective of any other insurance, whether collectible or not, only to the extent of Vendor’s liability as described in this Agreement.
- xvii. Comply with all rules and regulations set forth by the Suwannee County Health Department and the State of Florida.

3. Cornett’s Spirit of the Suwannee, Inc., may terminate Vendor’s rights under this Contract if Vendor violates any applicable federal, state, city and/or Festival law, rule or regulation. In the event of such a breach Vendor’s fee is non-refundable.

4. To the fullest extent permitted by law, Vendor expressly agrees to indemnify, defend and hold harmless Cornett’s Spirit of the Suwannee, Inc., and Live Nation Worldwide, Inc., from and against any and all claims or loss arising out of any violation of any law, rule, regulation or order, and from any and all claims or liabilities, including reasonable attorney’s fees, for loss, damage or injury to persons or property of whatever kind or nature arising from Vendor, its employees or agents’ acts or omissions hereunder.

5. This Contract evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to the Festival.

**VENDOR**

By: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE) (PRINT NAME CLEARLY)

COMPANY NAME: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_ FEID/SSN: \_\_\_\_\_

**FESTIVAL**

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE) (PRINT NAME CLEARLY)

COMPANY NAME: CORNETT'S SPIRIT OF THE SUWANNEE, INC.

Address: 3076 95<sup>TH</sup> DRIVE, LIVE OAK, FLORIDA 32060

Telephone: 386/364-1683 Date: \_\_\_\_\_



## **RULES AND REGULATIONS**

1. Only items listed by Vendor in the attached addendum to this Contract may be sold at the Festival.
2. Vendor has the sole responsibility to collect and pay sales tax for the sales made by Vendor.
3. **Vendor Must Provide:** Complete booth including, but not limited to: All signage, which must be approved by Promoter. Vendor must provide all equipment, furniture, fixtures, overhead covering, adequate product and product quantities, etc necessary to insure a successful vendor operation. Vendor shall make extra effort to oversee all areas immediately surrounding his/her booth to avoid accumulation of trash and residue. Vendor is responsible for any damage to the grounds/facilities resulting from Vendor's operations during the Wanee Festival. Designated fire lanes must be kept clear at all times.
4. All applicable permits and/or licenses will be obtained by Vendor. Vendor will make arrangements and pay all applicable fees and taxes.
5. All special requests must be made in a signed and dated writing attached to this Contract.
6. Electricity: One 5 amperage electrical connection will be provided by Cornett's Spirit of the Suwannee, Inc. Vendors provide their own extension cords (three wire/grounded in good condition, Watt limit 400).
7. Vendor is responsible for the security of all equipment, product and personal affects during the Wanee Festival. Vendor assumes full responsibility for theft, loss or damage, and Vendor waives any and all right of recovery from Cornett's Spirit of the Suwannee, Inc., and Live Nation Worldwide, Inc., for property damage or loss of use thereof, howsoever occurring. No security will be provided after show concludes on Saturday, April 17<sup>th</sup>.
8. Vendors may arrive from 10:00 am until 10:00 pm on Thursday April 15<sup>th</sup>. Set-up will begin at the discretion of the Vendor Coordinator. All Vendors must report to the Vendor Coordinator prior to set-up. Vendors who select the Preferred Placement Option must agree to set up their space on Thursday, April 15<sup>th</sup> between the hours of 10:00am and 3:00pm. Preferred Option vendors will receive priority set up. Vendors may bring a vehicle on the grounds between the hours of 6:00 am and 9:00 am on Friday, April 16<sup>th</sup>, and Saturday April 17<sup>th</sup>. No vehicles will be allowed on the grounds after that time.
9. Breakdown: Vendors may begin to break down their booths after 1:59am on Sunday, April 18<sup>th</sup>, 2010.
10. Cornett's Spirit of the Suwannee, Inc., reserves the right to restrict any and all vehicular traffic (including golf carts) on the grounds, for any reason, including, but not limited to, inclement weather. Personal golf carts must be registered with the Park. Vendors must provide proof of insurance and sign the Park Golf Cart Policy. Additional fees will apply.
11. All injuries and safety concerns should be immediately reported to Cornett's Spirit of the Suwannee, Inc., personnel.
12. Questions regarding any aspects of vending should be directed to the Vending Coordinator, Debbie Roberts at [sosmpvending@hotmail.com](mailto:sosmpvending@hotmail.com)
13. Payment must be made in cashier's check or money order to Cornett's Spirit of the Suwannee, Inc., and must be received with your signed and dated Contract and proof of insurance to reserve a space. No refunds will be given.

### **CHECKLIST**

1. Download and Print a Hard Copy of the Contract
2. Sign and Date Contract
3. Enclose Proof of Insurance – No Exceptions
4. Sign, date and attach any necessary addendum
5. Email Vendor Coordinator - Debbie Roberts [sosmpvending@hotmail.com] with:
  - Business name
  - Contact person
  - Email address
  - Contact phone number
  - Brief description of product or menu
6. Enclose Cashier's Check or Money Order to Cornett's Spirit of the Suwannee, Inc.
7. Sign and Date Golf Cart Policy

### **No Personal Checks Accepted.**

MAIL TO: Cornett's Spirit of the Suwannee Music Park  
3076 95<sup>th</sup> Drive, Live Oak, Florida 32060  
ATTN: WANEE Festival Vending

**Booth Placement will be determined according to items sold and when application and payment is received.**

## **Spirit of the Suwannee Music Park Golf Cart Policy**

The following rules and regulations were devised in an effort to ensure everyone's safety and enjoyment. We here at the Spirit of the Suwannee, staff and campers alike, love our park. We believe firmly in a "Tread Lightly" policy, and have instated these policies in order to promote a safe and enjoyable stay with us. Please keep in mind that these regulations were designed to minimize accidents, injuries, and the deterioration of our park and the surrounding areas.

All vehicles utilized within the Spirit of the Suwannee are subject to the following rules and regulations. Violations of this policy may result in suspension of cart or membership privileges, ejection from park, or legal recourse. We wish to continue the tradition of "carting at the park", but it can only work if we all drive carefully and conduct ourselves responsibly.

Management reserves the right to amend these rules and regulations at any time, without notice for the safety and enjoyment of our guests.

### **NOT ALLOWED:**

- All Terrain Vehicles (ATVs), Off-Road Utility Vehicles (ORVs), or Recreational Utility Vehicles (RUVs). This includes Polaris Ranger, Polaris RZR, Yamaha Rhino, Kawasaki Mule, and any other non-golf cart utility vehicle.
- Dirt bikes.
- Go carts or dune buggies.

ATV's, dirt bikes and go carts **may not** be brought in on trailers or in the back of trucks.

### **ALLOWED:**

- Gas/Electric Golf Carts with stock engines (factory specs). Engine size is stamped on the motor.
  1. E-Z Go: 295CC & 350CC
  2. Club: 290CC & 350CC
  3. Yamaha: 357CC**Engines are not to exceed 14 HP.**
- Golf carts with a maximum lift of 4" – 8".
- Golf carts with a maximum tire size of 23x11x12.
- Golf carts are to be equipped with stock mufflers or the equivalent – not to exceed noise level of a stock muffler.

### **PRICES AND FEES:**

All of the above-mentioned vehicles must show current proof of insurance upon check-in.

- Non-Event trail use fee is \$30. The fee is valid for the duration of your stay.

- Holiday Weekend trail use fee is \$60. The fee is valid for the duration of your stay.
- Event Weekend trail use fee is \$100. The fee is valid for the duration of your stay.
- Members and handicapped patrons do not pay a trail use fee, but must register their vehicle at the office, show proof of insurance, and receive proper credentials.
- Membership includes registration of two (2) golf carts; carts must be operated by member or spouse. Members may not register friends' or extended family's carts.

GENERAL RULES AND REGULATIONS:

- Operation of any vehicle while intoxicated is prohibited by law. Disorderly or reckless driving will result in suspension of privileges or ejection from park.
- Be kind to your fellow guests. Quiet time is 11:00PM. Please keep music and noise from your vehicle to a minimum while in the campground.
- Golf carts have a curfew of 12:00 Midnight. Carts must be parked in your campsite after curfew. During special events, carts must return to camp after the event music ends each evening.
- Passengers on a golf cart must be seated at all times, one person per seat.
- The speed limit throughout the park is **10 MPH**. Any and all vehicles must observe this speed limit at all times, and watch for children, pedestrians, and animals that may be sharing the roads with you.
- Operation of a golf cart or vehicle is restricted to licensed drivers only. Children are not to operate these vehicles at any time, whether riding with an adult or not, due to the safety risk this presents. This includes children/grandchildren or family members of staff or members as well.
- We believe firmly in the “tread lightly” policy. Our campground and trails are well kept because we care about our park, and we expect you to do the same. Trails are well marked, and we ask that you remain on them at all times. (this means no free-range riding)
- Please respect others' campsites. Meaning: if it is not your campsite, do not ride through it.
- Any and all above-mentioned vehicles must have functioning headlights. For everyone's safety they are required to be used at dusk. If your vehicle does not have operable headlights, use is restricted to daylight hours only.
- Park registration decal must be prominently displayed at all times.

If you have any questions regarding these regulations, or require additional information, contact our office at: (386) 364-1683.

Thank you, and enjoy your stay!  
~The Spirit Team

Spirit of the Suwannee  
Golf Cart Policy  
Acknowledgement of Receipt

I, \_\_\_\_\_, do hereby acknowledge that I have been furnished with a copy of the Spirit of the Suwannee Golf Cart Rules and Regulations, that I have read and understand this policy, and I agree to abide by the rules and regulations set forth herein.

I also understand that failure to observe these rules may result in suspension of golf cart or membership privileges, fines, ejection from the Spirit of the Suwannee, or legal recourse.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date