

## Permit / Vendor Assumption of Risks and Release of Liability Relating to Coronavirus 2019/ COVID-19

I, the undersigned, acknowledge that on or about March 11, 2020, Coronavirus Disease 2019 ("COVID-19") was declared a pandemic by the World Health Organization. The Centers for Disease Control and Prevention ("CDC") has stated that "the best way to prevent illness is to avoid being exposed to this virus." Additional information on the CDC's guidelines related to COVID-19 may be found at: https://www.cdc.gov/coronavirus/2019-ncov/index.html I am aware of the contagious nature of COVID-19 and have voluntarily chosen to permit City Parks and Recreation ("City") Facility. I acknowledge that City employees come into contact with multiple individuals, and might become exposed to COVID-19. I also acknowledge that although the City takes precautions to reduce the likelihood of transmission of COVID-19 by its employees, the City cannot guarantee that any person participating in the permitted activity will not become infected with COVID-19. I knowingly acknowledge that I am exposing persons participating under my permit and myself (and other family members) to the risk of becoming infected with COVID-19, which may result in serious personal injury, illness, permanent disability, and death. I understand the risk of becoming exposed to or infected with COVID-19 may result from actions, negligence, and failures to act by myself and others, including, but not limited to, City employees, and other program participants and parents. I agree to assume all of the foregoing risks, and accept personal responsibility for any injury to my permit participants or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability or expense, of any kind or nature, that I or my permit participants may suffer arising out of or in connection with my permit participants or myself becoming exposed to or infected by COVID-19 before, during, and after participation in the permitted activity. On my own behalf, I hereby release, covenant not to sue, and forever discharge the City, its employees, agents, and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") arising out of or in any way connected with my permit participants or myself becoming exposed to or infected by COVID-19. I understand that this release includes any Claims based on the negligence, action, or inaction of the city or any of the City's employees, agents, and representatives, and covers bodily injury (including death) due to COVID-19, whether a COVID-19 infection occurs before, during or after my permit of the City's Park facilities.

Vendor/Applicant Print Name

Vendor/Applicant Signature

Event Date

Park/Pavilion/Field

Date

## RULES AND REGULATIONS

## 1. <u>All registration forms must be submitted in order to reserve a space.</u>

- 2. Set up is 7am-8:30am. Break down starts at 12:30pm-1pm.
- **3.** All vendors are expected to be in their allotted space and ready for business no later than 9am and remain open until 12:30pm. This includes food trucks. Unoccupied space will be assigned as needed after 9am on a first-come, first-served basis.
- 4. Any modification to a rented space must be approved by management before work begins. Any debris, such as wood shavings, scraps, nails, etc. must be cleaned up by the dealer renting the space. This trash should be taken away from the grounds; a dumpster is located in the area. Anyone who violates will be charged or will not be allowed to sell again.
- **5.** Subletting or lending of your space is prohibited, unless otherwise approved by management. Rentals cannot be transferred or sold under any circumstances.
- **6.** Any modification to a rented space must be approved by management before work begins. Permanent fixtures are prohibited.
- 7. Rental spaces will be maintained as neat and orderly as possible at all times. Vendors are required to clean up their space at the closing of the day. Broken or damaged tables and displays may not be used. Vendors are responsible for maintaining displays and personal tables. This includes table coverings. Vendors MAY NOT use boards as a replacement for tables. No clothes lines may be used only clothes racks!
- **8.** The market is not responsible for any vendor property. Vendors leave their property at their own risk. The market is not responsible for any liabilities arising out of the negligence of the vendor.
- **9.** The setup of ad sale of all merchandise must remain in the rental space. No merchandise is allowed in the walkways or behind the space.
- **10.** Unfortunately, pets are not welcome at the market at this time, service animals with proper documentation will be the only exception.
- 11. Unattended children are not allowed. If you must bring a child or children with you, they are to remain at the rental location. The vendor will be held responsible for any liabilities or complaints arising from the children. Vendors who ignore this policy will be requested to leave the market.
- **12.** Feel free to bring any chairs and tables you deem necessary, but they must remain in your rental area.
- **13.** All signs must be approved by management, no later than three (3) days before the scheduled market day.
- **14.** Radios, TV's, toys, etc. may be played in moderation (should not be played at a very loud volume).
- **15.** Only (2) two food trucks will be allotted to provide service and this will be on a first-come, first serve basis.

- **16.** The use of coffee pots, hot plates, electric heaters, microwaves, crockpots, etc. are to be kept in rental area.
- **17.** The following items are prohibited from being sold or brought into the market: offensive books or any pornographic materials (pictures, films, cards, etc.) dangerous animal's guns, (of any type), ammunition, fireworks, explosive materials, dangerous or hazardous chemicals, drugs paraphernalia, alcohol (for sale or personal consumption), illegal or stolen items.

We the City of South Bay Crossroads City Market have the right to refuse, terminate, relocate, or remove a space rental at any time. We also have the right to turn away any customers who are not following the rules or are not conducting themselves in an appropriate manner. Vendors and customers are expected to conduct themselves in a professional manner at all times. Rudeness or improper language will not be tolerated at any time. Proper attire is required. We have the right to inspect any merchandise. If you have any questions or problems with a customer or vendor in general, notify the office. Also, no flyers are to be handed out without management's approval. Remember-rules, regulations, and prices are subject to change without notice or documentation.

**Applicant Signature** 

Date

**Applicant Print** 

Staff Signature

Date

## The Crossroads City Market "Our Cultural Heartbeat" Tanner Park 105 Dr. Martin Luther King Jr. Blvd South Bay, FL 33493 9am-1pm

Vendor/Food Truck Registration Form

Please Print Information:		
Date:		
Business/Organization:		
Contact:		
Mailing Address:		
City:	State:	Zip Code:
Contact Phone Number:		
Email Address:		
Description of Products:		
Are you licensed? Yes or		

The numbers of spaces are limited. Spaces will be allocated on a first come, first-serve basis. **If you have any questions contact Economic department 561-996-6751.**