

Terms and Conditions

The Orlando Carnival Downtown will take place Sunday May 24th, 2020 Downtown Orlando on 400 W. Church Street across from the Amway Center.

2. TOOCA [hereinafter "Organizer"] reserves the right to accept or not accept this application.
 - ☒ Food vendors *must* state on their application what foods they will be selling.
 - ☒ Food Vendors are prohibited from selling alcohol and may not use glass containers.
 - ☒ Vendor fees are not refundable.
 - ☒ Each Vendor is responsible for their property. TOOCA is not responsible for any damage, theft or loss for any reason.
 - ☒ The Venue Park and Tooca will regularly inspect vendor areas for compliance. Failure by the Vendor or their employees to comply with these Terms and Conditions will result in permanent termination of the right to vend at the festival and will subject the vendor to immediate removal from the festival. All determinations of Vendor's compliance with the Terms and Conditions are at the sole discrimination of TOOCA and all decisions are final. Vendors will be given additional information regarding the rules and regulations of the Venue By their application to the festival and decision to participate in the festival, all Vendors agree to abide by these regulations or face termination of their right to vend and removal from the festival.
 - ☒ Set up must be completed and vehicles removed from park one hour prior to event start time. Vendors are permitted entrance to the Park Facility on **Sunday May 24th, 2020** at 7:00 a.m. through the vendor entrance. The Park Management and TOOCA will NOT be held responsible for items left in vehicles. **All vehicles must vacate the venue grounds by 12:00 p.m.**, the morning of the festival. Vendors that arrive after 12:00 p.m., will be denied access to the venue grounds, will lose their right to vend at the festival and will forfeit all application fees.
 - ☒ Vendors must have all equipment and food at their designated area of the festival by 12:00 p.m., the morning of the festival. All access to the festival for Vendor setup will be terminated by 12:00 p.m. the day of the festival. Violation of this time restriction will result in termination of the Vendors' right to vend and immediate removal from the festival. Please understand that these time restrictions are necessary to allow sufficient time for the proper inspection of Vendor booths by the TOOCA, the Department of Revenue, and the Division of Hotels and Restaurants and any other government agencies.

TOOCA reserves the right to remove any vendor violating any of the Terms and Conditions including the total forfeiture of all fees paid. Final determinations are at the sole discretion of the TOOCA.

Vendors are responsible for any and all taxes and fees associated with the festival. TOOCA will not collect any taxes during the festival; however, there will be representatives from the Florida Department of Revenue to assist Vendors with taxes due to the State on the morning of the festival.

All food Vendors must have a certified fire extinguisher; a minimum 2A-20BC type fire extinguisher must be at each food vendor location. A minimum 40BC is required if hot grease or oil is used in food preparation (the fire marshal will check the extinguishers)

If you use cooking oils or grease, all waste products must be disposed of in the grease trap metal containers provided by the park management. Metal bins are available for charcoal disposal. Dumping of charcoal or garbage on the grass is prohibited.

Place all trash in the barrels provided. Additional trash bags are available upon request. At the close of the event, please leave the full bags behind your location.

Food must be stored above ground level.

Food, i.e. meats, has to be cooled at the proper temperature.

It is mandatory that you have one bucket for cleaning utensils, one for washing, and another for rinsing.

All cutting boards and utensils must be kept clean.

All equipment must be stored under the tent.

A sneeze guard is required for all food vendors.

Vendors are responsible for bringing their own LIGHTS, EXTENSION CORDS. The use of frayed or unsafe extension cords is prohibited.

Please note that vendors are not allowed to set up and/or sell products outside of the tent.

No unlicensed or copyright infringement products will be allowed.

Each Vendor shall display a current occupational license with valid signature. Such license shall be visible and clean. Each vendor shall also display food products, vendor's name, and phone number. FDHR will have inspectors on site to collect the temporary license fee of \$91.00. **The division does not accept cash payments for fees. The division will accept cashier's checks, money orders, or other certified payments.**

25. If you are an owner or employee of a licensed, permanent restaurant you may be exempt from this fee. You must provide a copy of the license to the FDHR inspector in order to receive this exemption. **NOTE: If your restaurant is licensed in any state other than Florida, you will still need to purchase a temporary occupational license.**

Enclosed is my application for the ORLANDO CARNIVAL DOWNTOWN (TOOCA.) I understand all fees are non-refundable. I agree to indemnify and hold harmless the TOOCA & the Park, for any damages, personal injury, loss, theft or any other act that may accrue as a result of my participation as a Vendor at the festival. Said indemnification includes but is not limited to the costs and attorney's fees of the TOOCA in defense of any action brought against the TOOCA or the Park by the Vendor or any other Party.

I have been provided with a copy of these Terms and Conditions and agree to be bound by and to abide by all of its Terms and Conditions.

Print Name _____ Signature _____ Date _____

TOOCA Representative _____