



HOLIDAY FEST



WEDNESDAY, DECEMBER 05, 2018
12 NOON – 9:00 PM

Vending Application

Application # 001-18
Spot # _____

PERSONAL INFORMATION

Name (First/Last) _____ Title _____
Organization _____
Mailing Address _____
City _____ State _____ Zip _____
Office Phone (____) _____ Home/Cell Phone (____) _____
Fax (____) _____ E-mail _____

ITEMS BEING VENDED Please check all that apply. Jewelry and Alcoholic beverages may not be vended.

Produce Crafts Clothing Information Services Food Other _____
Describe your item(s) _____

RULES & FEES

- Vending Fees Per Application:
 - Crafts** – Forty dollars (\$40)
 - Prepared Food**—Sixty dollars (\$60)
 - Open Flames (Prepared On the Spot)** – Seventy-five dollars (\$75) with a fifty-dollar (\$50) deposit.
- Vending fees are non refundable and must be submitted with the application to be considered and can be paid at the Austin "Babe" Monsanto Crown Bay Center office by **money order only** made payable to the **Virgin Islands Port Authority**.
- Each vendor will be allowed **10' x 10' of usable space** per application at the Austin "Babe" Monsanto Crown Bay Center.
- Vendors are required to provide and set up their own table and tent NO larger than 10' x 10'.
- Each table must be fully covered with a tablecloth. All non-food items not being displayed must be stored under the table.
- Food items cannot be vended on the same table with toys, clothing or plants, etc.
- Jewelry and alcoholic beverages may not be vended.**
- Food vendors must present a food handlers card.
- To guarantee space, please submit your application(s) and vending fee(s) by **5:00 p.m. on November 15, 2018.**
- For general inquiries and for vendors using open flames or requiring electricity, please call (340) 774-2132 for further details.

RELEASE & INDEMNIFICATION

In consideration for the use of property/space at the Crown Bay Center (the "premises") for an event, the Applicant hereby agrees to comply with the following rules, terms and conditions of this *Indemnity and Hold Harmless Agreement* ("Agreement"):

- The Applicant understands that the Virgin Islands Port Authority ("Authority" or "VIPA") is not warranting that the premises are fit for use or for any particular purpose.
- The Applicant has examined the premises, including all structures and equipment thereon to be used during Applicant's event and knows the same to be in good condition and repair.
- Decorating and/or dismantling rented chairs, tables and any other equipment utilized by Applicant during the event is the sole responsibility of the Applicant. As such, Applicant shall make the necessary arrangements to decorate and/or dismantle rented chairs, tables and any other equipment for the event.
- The Applicant shall not install nails, hang banners or other items from the ceiling or walls of the premises.
- Applicant received the premises in good condition and repair and agrees to return the premises in the same condition.
- Applicant shall further be responsible to clean immediately after the event and remove all garbage from the premises.
- Parking at the Crown Bay Center is at the sole risk of Applicant and his/her/its agents, employees, servants, customers, patrons, visitors or guests.

H. Applicant assumes all responsibility for injuries to persons or damage to property suffered by the Applicant, and/or his/her/its agents, employees, servants, customers, patrons, visitors or guests, on the premises.

I. Applicant and his/her/its agents, employees, servants, costumers, patrons, visitors or guests, agree to release and hold the Authority harmless for any and all claims of whatsoever nature arising from their use of the Premises. In the event that the release and hold harmless provision, as contained herein, is held unenforceable for any reason, Applicant hereby agrees to limit any damages claimed by Applicant to the total amount Applicant paid the Authority for the use of the premises.

J. In consideration for the use of the Authority's premises and to the fullest extent permitted by applicable law, the Applicant shall waive, release, discharge, defend, indemnify and hold harmless the Authority and its officers, directors, employees, agents, partners, joint ventures, affiliates, successors and assigns from and against any and all claims, demands, losses, expenses, damages, liabilities, fines, and penalties (each a "Claim") arising out of or relating to: (a) the Applicant's utilization of the premises; (b) the breach of any term of this Agreement by the Applicant or any of its affiliates, subcontractors, agents or employees; (c) any negligence or willful misconduct by the Applicant or its affiliates, subcontractors, agents or employees; (d) a violation of law; (e) any determination that any relationship exists between the Authority and/or Agent and Applicant and/or its employees or any other employment-based complaint or grievance; or (f) any liability arising out of the Authority's use of the premises, even if caused in part by the Authority, unless caused by the gross negligence of the Authority, including but not limited to, liability arising from any death(s), disability(ies), personal injury(ies), property damage, property theft, or actions of any kind which may hereafter occur to anyone and any insurance deductibles that the Authority may suffer as a result of the Authority's utilization of the premises.

K. The foregoing indemnification shall extend to all legal, defense and investigation costs, and all other reasonable costs, expenses and liabilities incurred by the party indemnified, from and after the time at which the party indemnified receives written or verbal notification that a Claim has been or may be made. The obligations set forth in this section shall remain in effect regardless of whether the Applicant maintains or fails to maintain any insurance coverage required hereunder, or self-insures for any liability, and any self-insured coverage shall be deemed insurance coverage hereunder.

L. By executing this Agreement, the Applicant understands that neither Applicant, its officers, directors, employees, agents, partners, joint ventures, affiliates, successors and assigns nor its heirs, agents or assigns, may make any claim or file action of whatsoever nature against the Authority, its officers, directors, employees, agents, partners, joint ventures, affiliates, successors and assigns, arising out of, resulting from or related to the aforementioned use of the Authority's premises.

M. To the extent that the Applicant or any agency or entity organizing the event has an insurance policy that covers his/her/its use of the premises, the Authority shall be named as an additional insured on his/her/its insurance policy.

N. This Agreement shall be construed in accordance with the laws of the Territory of the United States Virgin Islands.

O. In case any one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

P. The parties hereto submit exclusively to the jurisdiction of the state or federal courts of the St. Thomas, United States Virgin Islands, and venue for any cause of action arising hereunder shall lie exclusively in the state or federal courts of St. Thomas, United States Virgin Islands.

Q. Applicant understands that he/she/it will be contacted by a VIPA representative within three (3) days of the date of the event and that this Agreement for the use of the premises is not final until (1) a duly authorized VIPA representative approves the Agreement, in writing, and (2) VIPA receives Applicant's payment, if any, for the use of the premises.

IN WITNESS WHEREOF, Applicant hereby executes this *Indemnity and Hold Harmless Agreement* and attests that the information Applicant provided to VIPA to use the premises is true and correct.

APPLICANT'S SIGNATURE

Applicant's Printed Name: _____ Phone: _____

Name of organization (if applicable): _____

Applicant's Signature: _____ Date: _____

CROWN BAY CENTER OFFICIAL USE ONLY

Date received: _____

Received by: _____

_____ Approved _____ Disapproved

Usage Fee: \$ _____ Receipt No: _____

Reason disapproved: _____

Signature of VIPA Representative: _____