



## **The Villages® Special Events Guidelines**

The Villages® Brownwood Paddock Square® is the center of many activities and plays an important role in contributing to our friendly, hometown atmosphere. These guidelines are established to ensure the fair, continued, and profitable participation of our valued vendors in The Villages® Special Events.

### **1. Vendor Space Rental**

1. Rental fee structure:
2. **10' X 10' Space | Single Space | | Space Fee is dependent on the event and vendor type and will be defined in your application**
3. **10'X 20' Space | Double Space | | Space Fee is dependent on the event and vendor type and will be defined in your application**
4. Payment (or deposit) will be listed on your application, but it is usually within 14 days of the application and no more than 10 days before the event.
5. Vendors have the option between 10'x10' or 10x20' space, depending on availability. (Larger Spaces may be available for food trucks/trailers depending on availability)
6. Vendors are not allowed to share booths with other vendors.

### **2. Payment and Attendance**

1. At the time of the contract signing, payment (or Deposit) is due to lock in your space.
  1. Event packets will be sent via email and/or paper mail.
  2. Packets will not be sent out until contract and payment have been received.
  3. It is the vendor's responsibility to notify The Villages Entertainment if the event packet has not been received 7 days prior to the event.
  4. If payment (or deposit) and contract are not submitted prior to the event, it may result in forfeiture of the vendor's space.
  5. Payments & deposits are non-refundable.
  6. A vendor must provide 14-day notice if they are unable to set up for the event
    1. Although payments and Deposits are non-refundable, a payment or deposit may be used for a future event if at least a 14-day notice is given.
  7. A no call/no show will lead to removal from all future events with The Villages Entertainment
  8. The Villages Entertainment make no claims of guarantees regarding attendance, sales, or exposure.



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### 3. **Set Up and Tear Down**

1. Setup time will be stated in your application and will also be provided in you event email one week before the event.
2. Vendor load in location will be provided in your event packet. Vendors may only enter the festival area at the designated area stated in the event packet.
3. Vehicles may be used to drop off products and equipment but may not remain on site during setup. Vehicles must be parked in the approved parking lot.
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  1. Vehicles must be out of the square 2 hours before the posted start time of the event. exact times will be provided in your event packet.
  2. If a vendor is late, the vendor must carry in all products.
  3. Driving on or through the square during event hours or after Event Services has determined it is unsafe and is prohibited.
4. Tear down may not begin until the event has officially ended.
5. All merchandise and equipment must be packed before vehicles are allowed to load out.
6. Leaving your space early without permission is strictly prohibited and may result in forfeiture of the vendor's space and exclusion from future events.
7. Waiting with vehicles at stop signs, intersections, or just outside the chains is strictly prohibited.
8. Vendors are required to provide and utilize a WHITE 10'x10' tent and weights for tents (a minimum of 25 lb. per leg).
9. If your business would like to set up a tent with your logo, please send in tent graphics for approval.
10. **Vendors must stay within the boundaries of their allotted space.**
11. Vendors must provide their own tables, chairs, and lights needed for their booth.
12. Using chairs on the square is prohibited.
13. Vendors are not permitted to tie off to any existing structures or landscaping on the squares.
14. No product storage should take place in any of the landscaped areas. The entire display must be aesthetically pleasing as to reinforce the atmosphere of The Villages.
  - Signage out in front of your booth is permitted upon approval
  - Feathered Flags are not permitted
15. There is no power provided for any set up. Power for each vendor's space/display must be a whisper-quiet generator, a marine battery with an inverter system or battery powered lights.
16. Using any of the power outlets found around the squares is strictly prohibited.
17. No kerosene, butane, candles, or other flammable products may be used.



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18. No gas cans are left in any vendor space.
  19. Vendors shall bag and remove all of their trash.
  20. Leaving trash, boxes, or bags next to or in the existing trash containers in or around the squares is prohibited.
  21. Non-biodegradable items are to be disposed of properly.
  22. Discarding anything into storm sewers is prohibited.

4. **Weather**

1. Weather delays or cancelations are handled on a case-by-case basis by the manager on site.
2. Once a vendor is set up, they are required to stay until the end of the event unless released by the on-site manager.

5. **Parking**

1. All vendors must park in the designated parking lot.
  1. Spanish Springs Town Square ® – behind the Genesis Health Club
  2. Lake Sumter Landing Market Square ® – behind The Villages ® Entertainment
  3. Brownwood Paddock Square ® – behind Gator's Dockside, back parking lot
2. Parking around the immediate square or in front of any business is strictly prohibited.

1. **Vendor Required Documentation**

- a. All vendors must have all of the following on file with The Villages Entertainment. Failure to provide up to date copies of the required documentation will result in forfeiture of your space without refund until copies are provided.
  - i. A current Florida State Tax ID form
    1. i.e.



- ii. A completed W-9



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1. <https://w9form-online.com/jsfiller-desk11/?et=l2f&projectId=485635374#dbc279b2743be0854325d80aa71fe3a5>
  - iii. Proof of Insurance
    1. Certificate Holder/Additionally Insured:

*Operating Company of The Villages*

*The Villages Entertainment / Special Events*

*3619 Kiessel Road | The Villages, FL 32163*
  - iv. Cottage Food License Certificate (if applicable)
    1. For Cottage Food information view the following
      - a. <https://www.fdacs.gov/content/download/70108/file/Cottage-Food-Brochure.pdf>
    2. Labeling
      - a. <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/LabelingNutrition/ucm2006828.htm>
    3. Allergens
      - a. <https://www.fda.gov/food/food-allergensgluten-free-guidance-documents-regulatory-information/food-allergen-labeling-and-consumer-protection-act-2004-questions-and-answers>
    4. Florida Statutes Section 500.80
      - a. [http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=DisplayStatute&Search\\_String=&URL=0500-0599/0500/Sections/0500.80.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=DisplayStatute&Search_String=&URL=0500-0599/0500/Sections/0500.80.html)
    5. Federal Regulations 2009 Food Code
      - a. <https://www.fda.gov/food/fda-food-code/food-code-2009>
  - v. Health Department Permit (if applicable)
  - vi. Fire Certificate (if applicable)

## 7. **Product**

1. The Villages Entertainment must approve all products being sold.
2. After approval has been given for a particular product line, vendors are not permitted to alter their merchandise or bring in new merchandise without prior written approval by The Villages Entertainment.
3. **There is no guarantee of exclusivity.**
4. It is recommended but not required that vendors accept credit cards as a form of payment.

## 8. **Solicitation**



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1. Solicitation on all squares is prohibited.
  2. All sales must be made from your designated space only.
  3. Distributing flyers and advertisements outside of your designated space is not permitted.

9. **Spills**

1. Vendors are responsible for keeping their space clean and tidy. Should a vendor have any kind of spill or breakage, they are to notify the on-site manager immediately.
2. The vendor is responsible for the cleaning up of the spill or breakage.
3. Any stains that occur and are left by the vendor will be cleaned by The Villages Entertainment and an appropriate bill will be sent to the vendor that occupied the space for immediate payment.

10. **Dress Code/Conduct**

1. Attire is to be kept clean and neat and shall not be revealing or distracting.
2. While participating as a vendor within The Villages, you are a representative of the ideals and image of The Villages, and your dress and/or conduct should be reflected accordingly.
3. The use of drugs and/or alcohol by a vendor or their workers is strictly prohibited.
4. The use of vulgar language or disrespectful comments will not be tolerated.
5. Anyone to be found in violation of these rules of dress code and/or conduct will be addressed accordingly.
6. All vendors must be respectful to all staff and adhere to direction from staff of The Villages and its various partners. These parties are there to assist you and make sure the event is as safe and efficient as possible.

11. **Termination Without Cause**

1. The Villages Entertainment has the right to terminate any vendor's right to participate in the events without cause at any time. The Villages Entertainment shall provide written notice should this be exercised. If The Villages Entertainment terminates a vendor's right to participate in a festival and such termination is not a result of a violation of these guidelines by vendor, vendor may receive a refund of any prepaid monies. If a refund applies, it will be addressed on a case-by-case basis.

12. **Entire Agreement**

1. As a festival vendor in The Villages®, the vendor has read, understands, and agrees to adhere with the Special Event Vendor Guidelines of The Villages® Entertainment.
2. The vendor acknowledges that any attempt to violate the guidelines or procedures of the Special events, could lead to the termination of their participation in future events.





THE VILLAGES ENTERTAINMENT  
3619 Kiessel Rd | THE VILLAGES, FL 32162  
P: (352) 750-5411 | F: (352) 750-3024

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#### **Hold Harmless and Indemnification**

In consideration of being allowed to participate as a Farmer's Market Vendor during Hometown Market events, Vendor hereby agrees to indemnify, protect, defend and hold The Villages of Lake-Sumter, Inc., The Villages Operating Company, Village Center Community Development District, Sumter Landing Community Development District, all affiliates of such entities, and each of the foregoing's officers, directors, employees, and agents (collectively, the "Released Parties") harmless from and against any and all losses, damages, actions, fines, penalties, demands, liability and expense, including attorneys' fees and costs through litigation and all appeals (the "Claims"), in connection with the loss of life, personal injury, and damage to property arising from or out of (i) any occurrence in or upon the space being used by Vendor to sell its products ("Vendor's Space"), (ii) the operation of Vendor's business thereon, (iii) Vendor's occupancy and use of Vendor's Space, (iv) any act or failure to act, occasioned wholly or in part by Vendor, and its agents, contractors, employees, invitees, or any other person, (v) any act or failure to act occasioned wholly or in part by the Released Parties. This Release, Waiver and Hold Harmless is intended to be as broad and inclusive as permitted by Florida Law and if any portion is held invalid for any reason the balance should not withstanding continue in full legal force and effect.

**Trademarks.** "The Villages", , "The Villages® Entertainment", , and the letter "V" are the property of The Villages® Entertainment's affiliate and Vendor may not use such logos or marks for any purpose without the prior written consent of The Villages® Entertainment.

**Construction, Jurisdiction, and Venue:** Special Event Vendor Guideline/Hold Harmless Sign Off shall be construed according to the laws of the State of Florida. Jurisdiction and Venue for any action hereunder shall lie with the fifth Judicial Circuit, in and for Sumter County, Florida.

**Attorney's Fees.** If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret any provision of this Hometown Market Vendor Guideline/Hold Harmless Sign Off, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses from the other party, which fees and expenses shall be in addition to any other relief which may be awarded.



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Vendor Information

Owners Name: \_\_\_\_\_

Main Contact Person: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Setup Size and Details: \_\_\_\_\_

Product: \_\_\_\_\_

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The following documentation required to be on file with The Villages® Entertainment:

- W-9
- Proof of Insurance
- Florida Sales Tax Certificate
- Florida Business License for Food Vending (if applicable)
- Cottage Food License Certificate (if applicable)
- Food Handlers Permit (if applicable)
- Health Department Permit (if applicable)
- Fire Certificate (if applicable)

I \_\_\_\_\_, as a Special Event vendor in The Villages®, has read, understands, and agrees to adhere with the Special Event Vendor Guidelines of The Villages® Entertainment.

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Signature

Date

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Print Name

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Business Name

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