



Florida Department of Environmental Protection

VENDOR AND DEMONSTRATOR AUTHORIZATION

Required Signatures: **Adobe Signature**

DEP Contract # _____

Upon payment of the proper fees, the Florida Department of Environmental Protection (“Department”) through its Division of Recreation and Parks (“Division”), allows the following named vendor or demonstrator (“Vendor”) authorization to establish one point of sale in the below-indicated Florida State Park for the dates specified herein.

Vendor

Name of Authorized Representative

Entity name as recorded with the Department of State or if it is an individual, please list.

The entity or individual is organized as one of the following: a sole proprietorship, Florida Corporation, limited liability company, foreign corporation (out of state but registered in the state of Florida), entity or individual(s) d/b/a (insert fictitious name only if registered in Florida), partnership (if registered in Florida), or joint venture.

Business Headquarters’ (Principal) Address

City

State, Zip

Telephone

Telephone

Facsimile Number

Email

Website

FEID # (or Social Security, if no FEID #)

Tax revenue number required for sales. If you do not have a Tax Revenue Number, a temporary one must be obtained for the Event.

1. This Authorization is issued for _____, hereinafter referred to as the ("Park"), for _____, hereinafter referred to as the ("Event").

2. This Authorization is valid for _____ day(s) on the following dates: _____

 The Vendor agrees that the minimum operating hours shall be _____
 Until _____ daily. Any deviation from these hours shall be pre-approved by the Park Manager.

3. The products or services to be provided under this Authorization are: _____ (Artisans, craftsmen, suttlers, demonstrators and other vendors who add to the Event's marketability and authenticity.) In the case of crafts, the Vendor agrees to provide only crafts of good quality which are authentic Florida crafts and relate to the State Park system and any historic period or theme depicted by the Event.

4. The exact location, within the Park, for the Vendor operation shall be designated by the Park Manager. The location is depicted on **Attachment A**, which is attached hereto and incorporated herein. The Department and the Park shall not be responsible for the security of the Vendor's operations.

5. The Vendor agrees that as consideration for the privilege of operating in the Park under this Authorization, the Vendor shall pay the Department a fee of \$_____, plus State and County Taxes as applicable. Vendor shall remit payment of the fee to the Park Manager, prior to the Event starting date.

6. The Vendor shall comply with all rules and laws governing the operation of the Park, including Chapter 258, Part 1, Florida Statutes, and Chapter 62D-2, Florida Administrative Code. The Vendor shall not alter or damage the Park's natural or cultural resources in any way by the support or operation of Vendor activities, and shall be to be responsible for and shall fully repair all damage to Park facilities and resources which may result from any operations under this Authorization.

7. The Vendor assumes all risk in the operation of its business under this Authorization and shall be solely responsible and answerable in damages for accidents or injuries to persons or property, whether direct or indirect, arising out of its operations or arising by virtue of the carelessness, negligence, or improper conduct of the Vendor, its employees, respective officers, representatives, or agents. The Vendor is strongly advised to obtain adequate insurance to cover such risks. The Vendor shall save and hold harmless and indemnify the State of Florida, the Department, and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees"), and their employees, respective officers, representatives, and agents against any and all liability, claims, judgments, or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for the loss of or damage to any property resulting from the use, service, operation, or performance of work under the terms of this Authorization, resulting from any act, or failure to act, by the Vendor, or its employees, respective officers, representatives, or agents to the extent allowed by law. The Vendor shall notify the Park Manager within five (5) days of all legal actions filed against the Vendor related to the Park or that may adversely affect or reflect on the Department.

8. This Authorization is not intended nor shall it be construed as granting any rights, privileges, or interest in any third party without prior written permission of the parties hereto.

9. This Authorization may be terminated by the Department at any time for failure of the Vendor to perform in accordance with the terms and conditions contained herein. This Authorization may be terminated by either party with or without cause by providing _____ days' advance written notice of such termination. The Vendor is aware that this Agreement is for management purposes and may be revenue generating or revenue

neutral. The Department shall not be responsible for the Vendor's business losses, if any. The Vendor understands and agrees that there are no funds appropriated by the Legislature to pay for damages. If a court of competent jurisdiction finds the Department has breached this Agreement, the Vendor agrees that the Vendor's damages are limited to \$500.

10. The Vendor is required to report any revenue or income to the Department of Revenue for applicable sales tax. Sales and Use Tax Returns may be obtained at a local tax office or Florida Department of Revenue, Distribution Center, 168A Blountstown Highway, Tallahassee, FL, 32304 – 3761, or by phone, 800-352-3671, or by the internet at <http://dor.myflorida.com/dor/>
11. If an impasse between the Park Manager and the Vendor arises over implementation of this Authorization, the final decision shall be made by the Bureau of Parks District Chief of the District in which the Park resides.
12. The Vendor and its employees shall not discriminate, by segregation or otherwise, against any person on the basis of race, color, religion, sex, national origin, age or disability in its performance under this Authorization.
13. The Vendor shall ensure that all employees of the Vendor will display a courteous, friendly, and helpful attitude. All Vendor employees shall be identified with the Vendor's company uniform or shirt, nametag, unless in costume, and shall have a neat and clean appearance.
14. The employment of unauthorized aliens by any Vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Authorization by the Department.
15. The Department shall conduct a sexual predator and sexual offender check on the Vendor's Authorization Manager and its officers prior to executing an Authorization. No person on either the sexual predator or sexual offender list maintained by the Florida Department of Law Enforcement ("FDLE") shall be employed within the Park. The Department has the right to conduct criminal back ground checks and additional sexual predator and sexual offender checks during the life of this Authorization. The Vendor shall perform sexual predator and sexual offender checks on its employees, prior to the execution of this Authorization, and shall make such records available to the Department.
16. The Vendor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances in providing services to the Department under this Authorization. The Vendor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.
17. The Vendor shall be responsible for ensuring compliance with the Americans with Disabilities Act ("ADA") for Authorization-related activities conducted in the Park. The Vendor shall provide reasonable accommodations for persons with disabilities, which includes reasonable accommodations and access to the Event, including program and/or activity that the Vendor offers to the public. The Vendor shall make available to employees and the public during the term of this Authorization the Vendor's accessibility and inclusion policy. The Vendor shall provide the name of its Accessibility and Inclusion Liaison to the Park Manager upon execution of this Authorization. The Division's Accessibility and Inclusion Coordinator may be reached at (850)245-3076.
18. Prior to commencement of business under this Authorization, the Vendor shall provide copies to the Park Manager of all local, state, and federal licenses and Authorizations required to operate with the Department.

19. Pursuant to Chapter 119, Florida Statutes, all documents, papers, letters, or other printed, written, or recorded material prepared in conjunction with or as a result of this Authorization is a public record, except for such records that are exempt under Chapter 119, Florida Statutes or other statutory provision and Article I, section 24(a) of the Florida Constitution. All public records may be inspected or copied by any member of the public at any reasonable time. Additionally, such records may be audited by the State of Florida Auditor General or other authorized government agency. This Authorization may be unilaterally canceled by the Department for refusal by the Vendor to allow public access to all documents, papers, letters, or other materials made or received by the Vendor in conjunction with this Authorization, unless the records are exempt under Chapter 119, Florida Statutes or other statutory provision, and Article I, section 24(a) of the Florida Constitution. Park visitors' and Vendor's employees' social security numbers, bank account numbers, and credit or debit card numbers are not public records and shall be protected and redacted from any records shown or given to the public
20. The Vendor hereby grants the Department permission to take and use photographs, audio, video or digital recordings made of the Event, the products and performances held at the Event, the Vendor's employees, and the Vendor's subcontractors for publicity, promotional purposes, or other Department purposes.
21. All notices as provided herein, including notices of termination, shall be deemed sufficient if they are sent by mail, hand-delivery, or other professional delivery service to the following addresses:

Vendor Registered Agent	Department
Name	Name
Address	Address
City, State, Zip	City, State, Zip
Telephone	Telephone
Facsimile	Facsimile
Email	Email
	And
	Bureau of Parks District Chief
	Name
	Address
	City, State, Zip

The parties agree to provide notice to the other within thirty (30) days of any change to the above-stated contact, and the Vendor shall also inform the Department within thirty (30) days of any change to its name, business organization, ownership, address, Registered Agent, or other contact information

22. This Authorization has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Authorization shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Authorization shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Authorization. Any legal action hereon or in connection herewith shall be brought in Leon County, Florida.
23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature (Section 287.0582 F.S.). If funds are not appropriated or available for the Department to operate the Park or maintain the facilities and space allotted for the Vendor, the Department may terminate this Agreement upon written notice to the Vendor.

24. This Authorization represents the entire agreement of the parties and supersedes all previous agreements. Any alterations, variations, changes, modifications, or waivers of provisions of this Authorization shall be valid only when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Authorization.

25. The Vendor agrees and accepts the terms and conditions of this Authorization by the Vendor's signature below.

Insert Name of Person Authorized to Sign the Permit on behalf of the Vendor

Department of Environmental Protection/
Division of Recreation and Parks

By: _____
Authorized Person's Signature

By: _____
Park Manager as the Department's Designee

Printed Name: _____
Title: _____

Printed Name: _____
Title: _____

Date: _____

Date: _____

Cc: District Bureau Chief

Revised: 05/29/13

This form was approved for use for one (1) year beginning on June 1, 2013 until May 31, 2014, by the Florida Department of Environmental Protection's Office of General Counsel Senior Attorney, Reagan Russell.