

# WE

*A CELEBRATION OF COMMUNITY*

ARTISANS | YOGA | LIVE MUSIC | EATS | POETRY | BONFIRE  
ACRO JAM | COMMUNITY GAME NIGHT | FLOW ARTS

**@ KULA**

The First Friday Night of Every Month

7:30pm -10:30pm

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## Vendor Application

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Hosted at Kula, 400 Toney Penna Drive, Jupiter FL 33458

IG @kulayogashala (tag in promotions)

Co-Produced by The Spanick, Gourmet Vegan Eatery

Phone: 561-762-9305 (Marcia Spanick)

Email: [TheSpanick@gmail.com](mailto:TheSpanick@gmail.com)

IG @thespanick (tag in promotions)

## **Rules, Regulations, Conditions of Use & License Agreement**

We are here to provide our community with a vibrant, exciting, outdoor + indoor community gathering to celebrate all the things we are co-creating as a community of artists, entrepreneurs, chefs, healers, yogis, and musicians!

This street fair inspired gathering will include an artist market, gourmet food trucks, a bonfire, acro yoga, vinyasa yoga, fire spinning, tarot reading, board games, chair massages, poetry shares, live music and so much more to celebrate all the things our beautiful community is creating! Let's share our gifts, our creations, our passions and let's support our local creative & healing arts community!

### **Vendor Classification**

In order to maintain a diverse and balanced event experience for our community we reserve the right to approve each vendor & the product being sold.

[ ] Artist: Any Vendor who sells crafts, jewelry, photography, or items that are handmade, produced and/or manufactured by her/himself.

[ ] Jewelry/Artist Reseller: Any Vendor who would otherwise qualify as an "artist" but sells less than 80% handmade items by her/himself.

[ ] Farmer: Any Vendor who sells fresh fruits, vegetables, flowers, plants, herbs, or any other natural unprocessed food product, which the Farmer has grown & cultivated her/himself.

[ ] Produce Reseller: Any Vendor who would otherwise qualify as a "Farmer" but who sells less than 50% of crop grown & cultivated by her/himself.

[ ] Other: Any Vendor who does not qualify as any of the above listed classifications. We reserve the right to prohibit any product from being sold at the Market or by a particular Vendor.

**Applicant initial:** \_\_\_\_\_

## **Rules, Regulations & Conditions of Use**

1. All Vendors must submit a copy of this form with a description of their products that are to be sold at our Market for approval.
2. Applications will be considered in the order received, on a first come, first served basis.
3. All Vendors will be limited to selling only the items listed on this form. In the event a Vendor wishes to add or change items they offer, we must be notified first, and a revised submission of this form must be approved.
4. We are a pet-friendly spot! However please have all pets on a leash and remain outside, any aggressive behavior will be asked to leave.
5. We have the exclusive right to plan, organize & arrange the site map for our Market.

6. All Vendors are responsible to provide their license and insurance listing as additional insureds: Exhale LLC DBA KULA YOGA SHALA, THE SPANICK, and NEW COAST MANATEE LLC.

7. Food safety is paramount to providing a healthy & safe Market event. All Vendors are obligated to follow all Florida and Palm Beach County public health regulations. All Vendors shall maintain and keep current all licenses & permits required by their circumstances.

8. All Vendors must obtain, display, keep current applicable State, County & City licenses. All Vendors are required to always display their business name in their booth.

9. All Vendors shall take the proper safety and health precautions to protect themselves, their guests and employees, patrons, customers, the public and property of other Vendors and shall be responsible for all damage to persons/or property that occur as a result of the Vendor's negligence or misconduct.

10. All Vendors and those associated with the Market should maintain a professional and courteous attitude toward all customers, patrons, other Vendors & staff.

11. All Vendors agree to keep their space(s) attractive & clean their space when the Market is over, all trash must be removed by 11pm following the Market.

12. All Vendors acknowledge that the use of table, chairs, products or signs outside of the assigned Vendor space is strictly prohibited. All Vendor activity must be conducted within the provided space.

13. All Vendors agree to anchor their tent with all (4) four corners with a minimum of (20) twenty- pound weights on each, regardless of the weather.

14. We will have specific parking for vendors along the east side of the building.

15. Vendors can arrive no earlier than 6:00PM to set up and breakdown done by 11:00PM.

**Applicant initial:** \_\_\_\_\_

## **Fees & Costs**

Vendor Space- \$40 per space per event (power not included). If power is needed please check here (additional fee of \$10):

\_\_\_\_\_

## **License Agreement**

1. I have read and understand all the terms & conditions in this Agreement. I agree to each of the Market Rules, Regulations and Terms & Conditions. Furthermore, I understand that any violations of these rules will cause immediate revocation of my Market license.

2. I agree to only sell those products approved by Market Management, listed on this Agreement.

3. I acknowledge full responsibility for all my activities at this Market, as well as those assisting in my booth. I agree to defend, hold harmless and indemnify the Landlord of the Market and

the Market, Kula Yoga Shala, Scott Feinberg, The Spanick, Marcia Spanick, Management, its agents, affiliates, successors, and/or assignees from any liability cost, damage or expense that arise from my employee(s), or my agents' involvement & operation in the Market or use of Vendors space.

4. I understand that I will not be approved as a Vendor until Management has received all documentation and fees.

5. I accept that NO REIMBURSEMENTS OR REFUNDS will be made for advanced fees paid if I decided to no longer attend the Market, if I am banned for any reason or if the Market is cancelled due to foul weather. We are a rain or shine event!!

6. I acknowledge that this agreement is a license and a privilege. The Market Management shall have the right to revoke this license for any reason.

7. I acknowledge and agree that with my execution of this agreement it further constitutes the acceptance of the terms included herein for any future markets the Vendor shall participate in at this location or with this host or Market.

8. I acknowledge, understand and agree that this License Agreement shall be revocable at any time for any reason.

9. I agree to promote this event via social media posts and stories beginning 3 weeks in advance of event with at least 3 posts and/or stories and 1 follow up post within one day post event.

**Applicant initial:** \_\_\_\_\_

## **Submission Checklist** (emailed to thespanick@gmail.com)

Signed & Completed Vendor Application

Copy of Insurance Policy listing as Additional Insured: Exhale LLC DBA KULA YOGA SHALA, THE SPANICK, and NEW COAST MANATEE LLC.

## **Vendor Information**

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

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

Phone #: \_\_\_\_\_

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

Power: Yes or No (An additional fee of \$10 will be charged for use of power. You must provide your own extension cord and power strip. Power is limited. If you are an outdoor vendor please consider bringing battery operated lighting). \*\*For non-food vendors, please provide your own battery powered lighting.

Location Preference: Indoor or Outdoor  
(Please Circle. Not guaranteed)

# List Months You'd Like To Reserve:

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**Who Recruited Me?**

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**(Receive \$10 off the following market for each new vendor you refer!!)**

**What Is Your Instagram Handle and/or Facebook Info?**

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**Please attach a photo of your setup if possible. Thank you!!**

## **Payment**

Zelle: 561.762.9305 (Marcia Spanick)

## **Description of Products or Services**

Please describe in detail what you intend to sell at the Market:

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Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_