



DDB

MEETING NOTICE

Orlando City Hall, Veterans Conference Room, 2nd Floor at 3:00PM

Welcome,

We are glad you have joined us for the October 26, 2022 Downtown Development Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - a. August 24, 2022 – Downtown Development Board Meeting
4. Public Comment
5. New Business
 - a. Downtown for the Holidays – Kelly Allen, Marketing & Communications Manager
6. Date of Next Meeting
7. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.

MEMORANDUM

TO: Jamie Barati, Chair
Monica McCown, Vice Chair
Eugene Jones
Kimberly Stewart

FROM: Thomas Chatmon, Executive Director of the Downtown Development Board/Community Redevelopment Agency

DATE: October 26, 2022

SUBJECT: Agenda items to be considered at the Downtown Development Board Meeting for October 26, 2022.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the August 24, 2022 Downtown Development Board Meeting

Public Comment:**New Business:****a. Downtown for the Holidays – Kelly Allen, Marketing & Communications Manager**

Each year, the Downtown Development Board (DDB) and Community Redevelopment Agency create a seasonal holiday experience around Lake Eola Park for residents and visitors to enjoy. Activations for the thousands that visit each year include a Christmas Tree at the park complete with holiday music, holiday movies, and Santa Claus at the Eola House. This year, the DDB is seeking to build on previous efforts and expand activations in an effort to generate more attendance and awareness of downtown's offerings. Part of expansion efforts include a weekend holiday market in December with local vendors, carolers, and artificial snow fall. Through the proposed agreements with Nelson's Tents & Events, Inc. and Birchmore Group, Inc., DDB would provide 150' x 10' tents to host the market vendors at a cost of \$10,453.84 and provide snow at a cost of \$11,732.00.

Staff requests that the DDB approve and authorize the Chief Procurement Officer to negotiate and execute contracts, in substantially the form attached, and enter into renewals thereto, subject to review and approval of the City Attorney's Office, with Nelson's Tents & Events, Inc. and Birchmore Group LLC. Additionally, staff requests that the DDB approve the attached form Vendor agreement and authorize the Market Manager and Executive Director to execute such Vendor agreements on behalf of DDB.

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.



DDB

Date of Next Meeting:

The next Downtown Development Board Meeting will be held Wednesday, November 16, 2022, at 3:00 p.m. in Veterans Conference Room.

Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.

EVENT SERVICE AGREEMENT.v2

Name/Contact: Downtown Development Board of the City of Orlando / Chelsey Parrish
Date/Time: Varies (See Below)
of Guests: TBD

AGREEMENT

This agreement, made this 26th Day of October, the year of 2022 between Downtown Development Board of the City of Orlando, hereinafter referred to as "Client" and Birchmore Group, Inc. located at 3071 N Orange Blossom Trail, Suite S, Orlando FL 32804, hereinafter referred to as "BGI", witnesseth:

EVENT LOCATION, ADDRESS & PHONE NUMBER

Lake Eola Park
512 Eola Pkwy
Orlando, FL 32801
407.819.4528
Chelsey Parrish / Chelsey.Parrish@DowntownOrlando.com

SNOW SERVICES

Activation Dates: December 2, 3, 4, 9, 10, 11, 16, 17, 18 and 23, 2022

Times: 15 minutes of Snow on: 5:30pm, 6:30pm, 7:30pm and 8:30pm (Fri/Sat Nights)

10	Day Rental of Evaporative Snow Machine	\$300.00	\$3000.00
10	Day Rental of Evaporative Snow Machine	\$300.00	\$3000.00
10	Day Rental of Evaporative Snow Machine	\$300.00	\$3000.00
33	Bottles of Snow Fluid	\$50.00	\$1650.00
15	Rigging: Pipe, Base and Sand Bags	\$35.00	\$525.00
5	Gaff/Cable Bundle Pkg	\$28.00	\$140.00
10	Operational Labor/Delivery	450	\$4500.00
1	Discount	-4233	-\$4233.00
	SUBTOTAL		\$11582.00

Insurance Rider

1	Custom COI with TBA listed as additional insured: 1,000,000.00 per occurrence, 2,000,000 (General Aggregate)	\$150.00	\$150.00
	SUBTOTAL		\$150.00

GRAND TOTAL

\$11,732.00

TERMS & DEPOSIT

Performance of this Agreement shall be excused for reasons of labor disputes, strikes or picketing, accidents, weather, government (federal, state or local) requisitions, restrictions upon

travel, transportation, power failure or other causes, whether enumerated herein or not, which are beyond the control of the Producer.

- Advance Deposit \$5866 or PO# to hold/secure date
- Final Payment \$5866 no later than December 23, 2022

PAYMENT

Make check payable to Birchmore Group, Inc. in US funds only. Payment must be in full before the completion of the event. Client can use paypal for method of payment by using your directors email address to make payment. A \$50.00 fee will be charged for all returned checks.

CONFIRMATION

The advance deposit is required to secure and guarantee use of the program. The entire amount of that deposit along with any advanced deposits will be credited toward the final bill at the completion of the event.

CANCELLATION

Due to the unique seasonal nature and high demand of our services, the following cancellation policy will be in effect if written notification is received by certified mail...

*60-45 days prior to event - 50% of advance deposit returned

*No refund will apply if notification is made within 45 days of the event.

INSURANCE

We will provide a comprehensive commercial general liability policy in the amount of 1,000,000.00 per occurrence, 2,000,000 (General Aggregate). Should you require a custom certificate with your company name, the cost is an additional \$150.00 to the contract amount.

HOLD HARMLESS

Up to a maximum aggregate amount under this Agreement of One Hundred Thousand Dollars (\$100,000), each party hereby agrees to indemnify, save and hold harmless the other party, and their agents, subcontractors and employee(s) from all liabilities, charges, expenses and costs on account of or by reason of any injuries, deaths, liabilities, claims, suits, damages or losses however occurring arising out of the indemnifying party's negligence or intentional misconduct; provided, however, that neither party shall be liable to indemnify the other party for the other party's own negligence or intentional misconduct.

SPECIAL PROVISIONS

EVAPORATIVE SNOW

- Evaporative Snow Machines are not weatherproof, they cannot get wet;
- Each Evaporative Snow Machine Requires 10amps of power for operation;
- Client fully understands they will be billed for evaporative snow machines; regardless of insufficient power supply as outlined by agreement.

OTHER

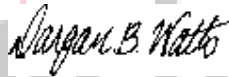
- Due to the nature of the listed services and transport, this event is to be paid 100% rain or shine; even if your program run cancels;
- The services outlined in this agreement cannot be cancelled due to Covid-19 issues. Both parties understand we are in a pandemic and enter this agreement knowing the risks associated with Covid-19. A Covid related event can be rescheduled on a mutually agreed upon date if cancelled within 36 hours. Due to expenses, we can only offer a maximum of two reschedule dates within 60 days of contracted date.

The undersigned acknowledges that s/he, they has/have read and understand(s) this event contract. Please sign and return one copy via fax to **877-423-7752**, or [email](#).

Signatures: _____ Date: _____

David Billingsley, Procurement Officer for
Downtown Development Board of the City of Orlando
400 South Orange Avenue Orlando, FL 32801

By:



Date: 9/16/22

Birchmore Group, Inc.
3071 N Orange Blossom Trail, Suite S
Orlando FL 32804
FIN #: 59-3523946



Contract:OR79iqV2

Lake Eola Holiday Market

Vendor Agreement

**** All fields must be completed****

Vendor's name _____

Business name (if applicable) _____

Address _____

City _____ State _____ Zip code _____

Phone _____ Cell _____

Email _____

Website: _____

By signing below, the Vendor acknowledges that Vendor is granted a revocable license to use space at the Lake Eola Holiday Market (Market) and that such license may be terminated at any time, with or without cause, by either the DDB's Market Manager or Executive Director in his or her sole discretion. Additionally, the Vendor's signature below indicates that Vendor has read, understands, and agrees to comply with the Market Policies and Procedures, including the Lake Eola Park Rules, Single-Use Products Policy, and the Insurance Requirements, collectively attached as Exhibit "A" and incorporated herein by reference, and that any violation of such may result in loss of Market vending privileges. Vendor acknowledges that such Policies and Procedures may be amended from time to time and agrees to abide by the terms of any such amendments if Vendor continues to vend at the Market following adoption of such amended Policies and Procedures and acknowledges that violation of such amended Policies and Procedures may result in loss of Market vending privileges.

Additionally, by signing below, Vendor agrees to indemnify and hold harmless the DDB, the City of Orlando (City), the Community Redevelopment Agency (CRA) and the DDB's Market Manager, and their officers, directors, employees, and agents, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys' fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Agreement or Vendor's use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees and any acts or omissions of Vendor, its agents, servants, employees, customers, patrons or invitees.

Vendor is responsible for all monies collected from the sale of Vendor's goods. The DDB, the City, CRA, and DDB's Market Manager are in no way responsible for any lost or stolen monies or items. Collection of sales tax on Vendor's sales, when required by the State, is the responsibility of the Vendor.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Market; and Vendor agrees to indemnify and hold harmless the City,

CRA, DDB and DDB's Market Manager from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend the City, CRA, DDB and DDB's Market Manager from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Orange County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Orange County, Florida. This Agreement may not be modified or amended except in writing signed by both parties.

Vendor Signature _____

Print name _____ Date _____

Items approved for sale: _____

Approved dates of sale: _____

DDB Signature _____ Date _____
Market Manager/Executive Director

Agreement Effective _____, 20 ____ to December 31, 2022.

Booth space is 10' x 10' and located in a covered tent provided by DDB. Cost is \$20.00 per night, \$50.00 per weekend, or \$150.00 for the month payable on the first day of vending at the Holiday Market. If paying by check, checks shall be made payable to the Downtown Development Board or DDB.

Exhibit "A"

Lake Eola Holiday Market Policies and Procedures

- ◆ The DDB entered into an Agreement with the Market Manager under which the Market Manager is responsible for the day-to-day operations of the Market and shall be Vendor's point of contact for questions and issues that arise during the Market. The Market Manager determines where each Vendor is placed within the Market. Approved Vendors are granted a revocable license to use space at the Market and such license may be terminated at any time, with or without cause, by the Market Manager or DDB's Executive Director in their sole discretion. No Vendor space is guaranteed, and the Market Manager has the right to move Vendor booth locations for any reason, including but not limited to issues related to Vendor trailer loading and unloading.

- ◆ The usage fee for is \$20.00 per night, \$50.00 per weekend, or \$150.00 for the month, inclusive of tax on the space rental, and monies are collected by the Market Manager, prior to Vendor's vending at

the Market, payable in either cash or check. All checks should be made out to “DDB” or the Downtown Development Board.

Set-Up and Break-Down/Market Operations

- ◆ Vendors will have from _____ to _____ to load in their booth and set up. Any vehicle that has not arrived in the load-in area by _____ will not be permitted to load into the Market that day.
- ◆ Set-up is NOT permitted until all prior fees or other monies owed have been paid to the Market Manager.
- ◆ All booths must be completely set up to sell at _____ p.m. and stay open with complete set up until _____ p.m. Promptly at _____ p.m., Vendors must tear down tables and pack all supplies before being able to get their vehicle. Any Vendor selling after the _____ p.m. Market end may be subject to termination of their license to use space.
- ◆ Vendors may not attach anything to the DDB provided tent.
- ◆ When loading in, Vendors shall line up as directed by the Manager and wait to be escorted into the park by Market Manager, a Downtown Clean Team Staff member or other approved escort.
- ◆ Vendors must bring heavy duty trash bags to bag their garbage and take all filled garbage bags with them at the end of the day.
- ◆ Vendors are responsible for all set up materials including, but not limited to, tables, chairs, signage, and fitted tablecloths. All tables must be covered by a fitted cloth to the ground so no table legs show in the front or on the sides of any tables. Food Vendors must have a ground covering underneath the food preparation area to protect the hardscaping and grass from damage. All Vendors are required to have a plastic drop cloth or tarp for possible sudden rain.
- ◆ Signage must be properly displayed with Vendor’s business name by either an easel or an A-frame. Only A-Frame style signs may be placed on the ground. No signs shall be leaning against the tent structure or disrupting foot traffic or pathways. Hand written signs are only permitted on a dry eraser board or chalkboard. The Market Manager has the right to ask a Vendor to change signage at any time to meet these requirements.
- ◆ Vendors shall maintain their booths in a neat, organized manner, free from clutter. Market Manager has the right to ask any Vendor to clean up its booth or reduce or alter the display area at any time during the Market.
- ◆ Vendors, its employees, representatives, or anyone allowed in Vendor’s booth area, shall not smoke, including vapor cigarettes, inside the Market area. Additionally, Vendors and its employees and representatives operating a booth during the Market are not permitted to drink alcohol at any time during the Market hours. Violation of either of these terms may result in expulsion from the Market and permanent loss of vending privileges.
- ◆ Only battery-operated fans or heaters may be used by Vendors. Quiet generator use is permitted for booth operation at less than 60 dBA, so long as in compliance with any relevant City Code provisions. A fully inspected and properly maintained fire extinguisher must be kept in the booth at all times if a generator is being used. The generator must be protected and free from touch by any person attending

the Market, as well as free from contact with grass, wood chips, or any flammable or combustible material.

Licenses and Health Codes

- ◆ All Vendors shall obtain a business tax receipt from the County, and City if applicable, in which their permanent business address is located. Upon approval, Vendors must have a copy of all applicable licenses in their booth at all times.
- ◆ Vendors shall comply with all laws and regulations and maintain all other appropriate City and State licenses for their type of goods or food products and have all applicable licenses in their booth at all times.
- ◆ Food Vendors must be properly licensed with the State of Florida Department of Agriculture (regulates mobile vendors selling pre-packaged food) and/or Department of Business and Professional Regulation-Hotel & Restaurant Divisions (regulates mobile vendors that prepare and serve food on site). Additionally, food Vendors must comply with all laws and regulations related to food service.
- ◆ Sales tax, when required by the State, is the responsibility of the Vendor.
- ◆ Vendors must maintain a professional appearance while working at the Market, including having clean hair, fingernails, and clothing during all periods of work at the Market. Vendors and their employees or representatives must wear appropriate footwear at all times.
- ◆ Hair nets, head bands, beard nets, caps or other effective hair restraints must be worn by all persons engaged in the preparation and service of food to keep hair from food and food-contact surfaces. Food service personnel are required to wear shirts with sleeves. Additionally, food booths must have hand wash sinks and plastic gloves must be used.
- ◆ No pets or other animals shall be permitted within Vendor's booths.
- ◆ No children under 16 are permitted in booths in which cooking occurs.

Photographs/Video/Logos

- ◆ By Vendor's operation at the Market, Vendor consents to the Market Manager's, City's, DDB's, and other third party's (approved by Market Manager), right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Market. All images will become the property of DDB, CRA, or the City.
- ◆ Vendors may not use the Lake Eola Market, City of Orlando, and Downtown Orlando logos and images for any purpose without the written consent of the DDB staff.

Enforcement of Rules

- ◆ Violation of any laws, park rules, general public safety rules or Market policy listed in this Agreement by Vendor or Vendor's staff or exhibition of improper behavior may result in termination of the license to use space. Vendors are responsible for informing any employees, staff, or representatives of these rules and ensuring their compliance.

◆ Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Market personnel and Market patrons. Failure to do so is cause for immediate removal from the Market. If a Vendor has a conflict with a Market patron, Vendor shall call the Manager on duty to assist in resolving the situation.

LAKE EOLA PARK RULES

Vendors who are cooking on site must have an approved ground cover underneath the cooking apparatus to catch and soak up any grease, oil, charcoal or liquid spillage in order to prevent the staining of park walkways and hardscape. Cardboard or paper is not acceptable. Failure to do so may result in a partial or total forfeiture of the damage deposit and additional clean up fees. ***COOKING IS NOT ALLOWED ON ANY GRASS AREA.***

During load in and breakdown, the Event Organizer must instruct all vendors, staff and contractors not to drive on the grass in any area of the park. ***DRIVING IS NOT ALLOWED ON ANY GRASS AREA.***

- Tents or inflatable devices must be weighted down or sandbagged, no staking is permitted.
- Any wires, cables or hoses laid across paved walking surfaces must be covered with stage/electrical cord mats or be taped down for the entire length of the paved surface with duct tape.
- Tape is prohibited from being used to hang signs, banners, etc. to any park structure.
- Light poles, park structures and/or landscaping are prohibited from being used to hang banners, lights, decorations, etc.
- Event promoters, producers and vendors are prohibited from providing glass drinking containers or plates and stickers of any type, gum or chocolate.
- Music and all speaking must be kept within the City's maximum allowable volume as specified in City Code Chapter 42. If at some point the City deems the volume to be too high the producer of the event will be asked to decrease the volume. If the City's requests are not met, the City reserves the right to cease the continuation of the event.

137.2 SUBJECT: SINGLE-USE PRODUCTS ON CITY PROPERTY

:1 OBJECTIVE:

To advance the environmental sustainability of Orlando by reducing the use of polystyrene products and single-use plastics on City property and encouraging biodegradable, compostable, recyclable, and reusable alternatives.

:2 AUTHORITY:

This policy was adopted by City Council on June 3, 2019.

:3 DIRECTION:

The Director of Sustainability, as an appointed official, serves at the pleasure of the Mayor and is supervised by and receives direction from the Chief Administrative Officer.

:4 METHOD OF OPERATION:

A. Definitions.

1. "Biodegradable materials" are manufactured products made entirely from natural materials, like uncoated paper or plant fibers, that will undergo a natural process of deterioration.
 2. "City contractor" is a food service related contractor, vendor, concessionaire, or lessee of the City.
 3. "City permittee" is any person or entity issued a special event permit or temporary use permit by the City for a special event or temporary use on City property.
 4. "City property" includes land or facilities owned, operated or managed by the City, and public rights-of-way within the jurisdictional boundaries of the City of Orlando.
 5. "Compostable materials" are manufactured products made from paper, wood, or vegetable-derived plastics.
 6. "Plastic" is a synthetic material derived from petroleum or a biologically based source.
 7. "Plastic bag" is a bag provided to a customer, typically at the point of sale or distribution, for the purpose of transporting food service related items, and is made predominantly of nonwoven, flexible plastic that is less than 10 mils thick.
- Chief Administrative Officer -
Office of Sustainability Section 137.2
Policies and Procedures Manual
8. "Plastic straw" is a tube intended for transferring a beverage from its container to the mouth of the drinker, or for mixing a beverage in its container, which is made predominantly of plastic.
 9. "Polystyrene," commonly known as "Styrofoam," is a synthetic polymer made from the styrene monomer.
 10. "Polystyrene products" are disposable food service articles including protective packaging, containers, cups and lids.
 11. "Recyclable materials" are raw or processed materials that can be recovered or diverted from the nonhazardous waste stream to be reused or repurposed into another item which may otherwise be produced using raw or virgin materials. For purposes of this policy, recyclable materials include glass, aluminum, or plastics made from polyethylene terephthalate (PET, #1) or high-density polyethylene (HDPE, #2).
 12. "Reusable materials" are manufactured products that are durable, washable items, often not discarded and can be used multiple times.
 13. "Single-use products" are food service related products that are designed

to be used only once in the same form and then disposed of or destroyed. For purposes of this policy, single-use products are polystyrene products, plastic straws, and plastic bags, as defined herein.

B. Policy.

Single-use products may not be sold or disbursed on City property by City contractors or permittees, unless authorized by the Chief Administrative Officer, Chief Financial Officer, Chief Venues Officer, or designee. The use of biodegradable, compostable, recyclable, and reusable materials is encouraged.

In recognition of the needs of customers with disabilities, plastic straws may be provided upon request.

C. General Guidelines.

Applicable contracts and permits shall include a provision that single-use products may not be sold or disbursed on City property as provided in this policy.

The City may revoke or cancel any permit for non-compliance with this policy, and may use past non-compliance as grounds for not renewing or re-issuing a permit. Where applicable under the terms of a contract, the City may pursue appropriate contractual remedies for non-compliance with this policy,

Chief Administrative Officer -

Office of Sustainability Section 137.2

Policies and Procedures Manual

including termination and/or preclusion or debarment from future City contracts.

This policy only applies to new contracts solicited or entered into, and permits granted, after its effective date.

D. Exemptions.

1. Single-use products used for pre-packaged food that have been filled and sealed prior to receipt by the City contractor or permittee, or for packaging unwrapped food items, such as raw meat, poultry and fish.
2. Single-use products used by a City permittee for events or facility rentals attended by 100 people or less.

Insurance Requirements

- **Workers' Compensation and Employer's Liability.** This insurance shall protect the Vendor against all claims under applicable state workmen's compensation laws. The Vendor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. The liability limits shall not be less than: Workers' compensation Statutory Employer's Liability \$100,000 each occurrence
- **Comprehensive Automobile Liability.** This insurance shall be written in comprehensive form and shall protect the Vendor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non- owned, or hired. The liability limits shall not be less than: Bodily injury and \$1,000,000 combined single Property damage limit each occurrence
- **Commercial General Liability.** This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the contractor or his agents, employees, or subcontractors.

Other Requirements:

Additional Insured: Each certificate shall indicate that the City of Orlando, the Downtown Development Board, the Community Redevelopment Agency, and their affiliates, successors, assigns and each of their respective officers, directors, agents, and employees are "additional insureds" on the Vendor's general liability, and auto liability insurance.

Waiver of Subrogation: All policies listed on the certificate shall contain a provision that the insurance carrier waives its rights of subrogation with respect to City of Orlando, the Downtown Development Board, the Community Redevelopment Agency, and their affiliates, successors, assigns and each of their respective officers, directors, agents, and employees.

Primary Insurance: The certificate of insurance shall indicate that Vendor's insurance is primary and any insurance maintained by any additional insureds shall be non-contributing with Vendor's insurance as respects claims or liability arising out of or resulting from the acts or omissions of the Vendor or of others performed on behalf of the Vendor.

Delivery of Certificates: Certificates shall be provided to DDB at least thirty (30) days prior to vending.



Rental Contract

In accordance with the terms and conditions herein expressed and subject to acceptance of this lease by the lessee in the State of Florida, such acceptance to be evidenced by the signature of the lessee duly affixed hereto, the parties agree as follows:

1. The consideration for this agreement shall be payable as follows; 50% deposit on signing contract, then balance due upon delivery. Balance must be paid by cash, check, or credit card. Credit cards will be kept on file until all rental property is returned. 25% cancellation fee will be retained if cancelled after deposit has been made. 100% of deposit/payment will be forfeited if cancelled 72 hours or less prior to event. Any past due balance/fees beyond agreed upon terms may be subject to an interest charge of 18% per annum. All NSF checks returned will be charged a minimum service fee of \$30.00 which is in addition to, and not in lieu of, all other remedies allowed by Florida law.
2. If any additions or deletions are made to this order, the contract will still be binding. Decreasing items will not be permitted 24 hours prior to event. Every effort will be made to accommodate additions to orders made 24 hours or less prior to event; however, changes are not guaranteed with short notice.
3. Lessee will be liable for any loss to the rental property while it is in the possession of the Lessee from the first day of rental up to and including the last day of equipment removal.
4. Lessor will not be liable for any delay in the erection of said property in case of storm or excessive winds which might destroy said property. Lessor has the right to dismantle said property if threatened by weather or anything that might destroy said property. In such event, Lessor shall be responsible for re-erecting any dismantled property upon the conclusion of the event giving rise to dismantling.
5. Lessee will immediately discontinue use of the rental property should it at any time following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the lessee will immediately notify lessor that the rental property is unsafe or in disrepair and until such time as lessor has regained possession the lessee agrees to take reasonable steps to prevent injuries to people and property from use of the rental property
6. Up to a maximum aggregate amount under this contract of One Hundred Thousand Dollars (\$100,000), each party hereby agrees to indemnify, save and hold harmless the other party, and their agents, subcontractors and employee(s) from all liabilities, charges, expenses and costs on account of or by reason of any injuries, deaths, liabilities, claims, suits, damages or losses however occurring arising out of the indemnifying party's negligence or intentional misconduct; provided, however, that neither party shall be liable to indemnify the other party for the other party's own negligence or intentional misconduct.

7. Prior to commencing and at all times during the performance of any work under this contract, lessor (and any of its subcontractors performing work on lessee's property) shall maintain the following insurance policies to cover claims, liability and damages arising from its activities on lessee's and City of Orlando property: (i) Worker's Compensation and Employer's Liability Insurance at the statutory amount; (ii) Commercial General Liability ("CGL") Insurance with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence; and (iii) Comprehensive Automobile Liability Insurance with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). The lessee shall be added as an additional insured to the CGL and such policies shall be considered primary. The aggregate limitation set forth in Section 6 for indemnification claims against lessor shall not apply to claims against lessor covered by the insurance policies required to be carried by lessor (and any of its subcontractors performing work on lessee's property) in this Section 7 up to the required coverage amounts.

8. The parties understand and agree that time is of the essence in the performance of this Contract. The lessor or lessee, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the lessor's or lessee's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the lessor's or lessee's contractual obligations, respectively.

9. Except as may be the result of lessor's negligence, in the event the aforesaid rental property is blown down or damaged in any way manner whatsoever due to storm, tornado, high winds, or other disturbances of nature, the rental payment required by this rental agreement shall nevertheless remain due and payable and the cost of re-erection shall be borne by Lessee.

10. If Government permits are required for the erection of tents or other personal property, lessor and lessee shall cooperate and work together to prepare and apply for the permit. All costs and expenses of the permit shall be borne by the lessee.

11. Lessor shall be responsible for the delivery, installation, dismantlement, and removal of the rental property. Lessee shall provide sufficient unobstructed clean space suitable for the delivery, installation, dismantlement and removal of the leased property together with adequate vehicle access thereto and shall designate the site for each tent, canopy, marquee, platform, tables, chairs, etc. prior to lessor's employee's arrival for installation. The lessor shall be paid waiting time at the rate of \$45.00 per person for each hour and fraction thereof the lessor's employees are delayed in the performance of their work because of the failure of lessee to comply with the provisions of this paragraph.

12. If because of ledge, rock, shale, or other sub-surface conditions special anchors are required for guying the tents, canopies and marquees, the lessee shall pay the additional labor and equipment costs incurred by the lessor to stake and guy the same. Lessee shall mark the locations of underground facilities in and around the installation site which could in any way be affected by the delivery, installation, dismantlement or removal of this agreement or removal of the leased property.

13. Lessor shall endeavor to minimize damage to lessee's lawn, plantings and premises generally. Except for damage caused by the negligence of lessor and its agents and subcontractors, lessee assumes the risk and releases lessor from any and all damage to the premises occasioned by the performance of this agreement.

14. Lessee shall not permit cooking in, under or immediately adjacent to any tent, canopy, marquee

which lessor has not designated under "special conditions" as available for cooking use.

15. All leased chairs, tables, platforms and public address systems shall be protected from the elements and must be returned to the lessor in the same condition as delivered, reasonable wear and tear excepted. Lessee shall pay the replacement charges for each item which is not made available for pick up by the lessor or returned, if setup and breakdown was not part of rental. This amount will be charged to the credit card on file.

16. Except for lighting and other rental property installed and affixed by Lessor as part of this agreement, the lessee will not allow or cause to be allowed, anyone in any way or manner, to attach or affix anything to the rental property while in lessee's possession, including but not limited to lighting, banners or decorations without the prior written consent of a Nelson's Tents & Events, Inc., which consent may be withheld at the sole discretion of Nelson's Tents & Events, Inc.

17. Linen, skirting rentals and table linens must be dry and free of food waste. On extreme soiling the deposit must be retained until linen or skirting is sent to the laundry. If there are no problems in cleaning, the deposit will be mailed back to the lessee or credited to the credit card on file. If stains cannot be removed or there are burns or other obvious damages, the charges will be our cost of the linen or skirt. This is handled as a purchase and the item damaged is yours. No refund on unused linens.

18. Subject to the prior written approval of lessee, lessor reserves the right to sub-contract from others any or all listed in this contract.

19. Lessee shall be responsible for bringing electrical power and connecting same to leased structure furnished by lessor. Connections for any electrical appliance furnished by the lessor will be accessible only inside the structure.

20. The Damage Waiver releases lessee of all liability and deprecations of said rental property except in the case of intentional damage by lessee or for lost or stolen equipment.

21. This agreement is made under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this agreement shall be had in the Courts of Orange County, Florida.

Date: _____

Nelson's Tents & Events, Inc.

Signature: _____

Name & Title: _____

Date: _____

Customer Signature: _____

Name & Title: _____