



**DDB**

### **Meeting Notice**

Orlando City Hall, Veterans Conference Room, 2<sup>nd</sup> Floor at 3:00PM

Welcome,

We are glad you have joined us for the June 25, 2025, 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](http://orlando.gov/publiccomments), (2) email to [publiccomments@orlando.gov](mailto:publiccomments@orlando.gov), (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1<sup>st</sup> 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. May 28, 2025 – Downtown Development Board Meeting
4. Executive Director's Report – David Barilla, Executive Director
5. Public Comment
6. New Business
  - A. DDB Millage Rate – Molly Diaz, Division Fiscal Manager
  - B. Funding Agreement between the Downtown Development Board and Global Peace Film Festival – Jeramiah Caret, Project Manager
  - C. Special Events Grant Program Goals and Guidelines Update – Samantha Levine, Housing and Homelessness Initiatives Manager
  - D. Downtown for the Holidays – Chelsey Parrish, Special Events Coordinator
7. Date of Next Meeting
8. 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.

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**Downtown Development Board/Community Redevelopment Agency Advisory Board**  
Orlando City Hall, 6<sup>th</sup> Floor, 400 South Orange Ave., P.O. Box 4990, Orlando, FL 32802  
Phone: (407) 246-2555 [www.downtownorlando.com](http://www.downtownorlando.com)

**Memorandum**

**To** Eugene Jones, Chairman  
Kimberly Stewart, Vice Chair  
Rachel Moalli  
Steve Garrity  
Jason Chin

**From** David Barilla, Executive Director of the Downtown Development Board/Community Redevelopment Agency

**Date** June 25, 2025

**Subject** Agenda items to be considered at the Downtown Development Board Meeting for June 25, 2025

**Approval of Minutes**

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the May 28, 2025, Downtown Development Board Meeting.

**Executive Director's Report**

*David Barilla, Executive Director*

**Public Comment****New Business****A. DDB Millage Rate**

*Molly Diaz, Division Fiscal Manager*

Each year, the Downtown Development Board (DDB) brings forward the proposed millage rate for a recommendation to City Council. The millage rate is the amount imposed per \$1,000 of taxable property value and is used to calculate local property taxes.

According to the City of Orlando Charter, Chapter 18, Section 9, the tax base shall be assessed valuation subject to taxation as above, made annually by the appropriate tax assessors. The rate shall not exceed one (1) mill on each dollar of tax based in 1971, and each year thereafter.

Staff requests that the DDB recommend to City Council that it adopt a millage rate of 1.000 for Fiscal Year 2025-2026.

**B. Funding Agreement between the Downtown Development Board and Global Peace Film Festival, Inc.**

*Jeremiah Caret, Project Manager*

Global Peace Film Festival, Inc. is seeking to bring a second year to its outdoor movie series, KALEIDOSCOPE 360°, at Parramore's Luminary Green at Creative Village as

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well as provide additional films to be shown at Lake Eola Park during Eolaween and during the holiday season in December. The contract shall begin on October 1, 2025, and will go through September 30, 2026. KALEIDOSCOPE 360° will screen movies in the park including 12 (one each month) at Luminary Green and four at Lake Eola. In addition to the movies, there will also be family-friendly animated shorts offered during Daylight Savings Time.

The Agreement includes funding from the Downtown Development Board (DDB) in the amount of \$40,000 (or \$3,333.33 monthly), which will directly contribute to event related costs including the operation and set up of state-of-the-art LED technology, securing high-quality screens, curated programming, obtaining necessary licensing and permits, ensuring security, and executing impactful marketing and advertising strategies for the series. The series will remain family-friendly, free, and open to the public.

Staff requests that the DDB approve the Funding Agreement with Global Peace Film Festival, Inc. and authorize the Chair and Executive Director to execute the Agreement, subject to review and approval of the City Attorney's Office.

### **C. Special Events Grant Program Goals and Guidelines Update**

*Samantha Levine, Housing and Homelessness Initiatives Manager*

The Downtown Development Board's Special Event Grants Program is designed to support non-profit organizations holding special events within the Orlando Central City Neighborhood Development Area (DDB Area).

The program provides limited reimbursable grants to those events that will positively impact downtown Orlando.

To ensure special events support the goals of the DDB, and to help applicants better understand the intent of the program, staff recommends updating the guidelines and application to include the following Program Goals:

#### **Support Downtown Economic Vitality**

Encourage increased activity in the downtown area by attracting attendees who will frequent local businesses, restaurants, retailers, and hoteliers.

#### **Elevate Cultural and Community Engagement**

Support events that celebrate local arts and culture and create shared experiences that strengthen the community.

#### **Enhance the Identity and Appeal of Downtown Orlando for All**

Fund programming that reinforces downtown Orlando as a dynamic, attractive destination for residents and visitors of all backgrounds and economic means.

#### **Encourage Collaboration and Innovation**

Promote creative partnerships between organizations (e.g. local businesses, artists, cultural organizations) and encourage unique, high-quality programming that enhances the overall event landscape in downtown Orlando.

#### **Contribute to an Activated Public Realm**

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.

Encourage events that visibly create vibrancy within downtown Orlando, especially events that occur in outdoor public spaces.

Additionally, the revisions to the guidelines update the evaluation criteria to include the program goals. As proposed, the Committee will evaluate the applications based on experience, project impact, marketing strategy and plan, event budget, and the event's meeting Program Goals. These changes would take effect upon the next application period, July 1, 2025.

Staff requests that the DDB approve the revised Downtown Development Board Special Event Grant Guidelines.

#### **D. Downtown for the Holidays**

*Chelsey Parrish, Special Events Coordinator*

Each year, the Downtown Development Board (DDB) creates a vibrant seasonal holiday experience around Lake Eola Park for both residents and visitors to enjoy. This annual celebration features a variety of attractions, including a beautifully lit Christmas tree accompanied by holiday music, classic holiday movies, family-friendly activities, character visits, and a Holiday Market. Thousands attend each year, and the DDB is committed to building on past success by enhancing these experiences to increase attendance and promote the broader offerings of downtown Orlando.

To support this goal, the DDB proposes agreements with several vendors. Nelsons Tents & Events, Inc. will provide twelve 10' x 10' high-peak tents, six 10' x 20' high-peak tents with lighting for use by Holiday Market vendors at a cost of \$9,326.57. Birchmore Group, Inc., will bring additional entertainment, including artificial snow, DJ, and characters at a cost of \$52,280.00. Vagabond Productions, Inc. and Talon Berrios will bring beloved holiday characters to life with nightly appearances by Santa Claus and the Grinch, for a fee of \$9,500.00 to Talon Berrios for the Grinch and \$7,200.00 to Vagabond Productions, Inc. for Santa Claus. No Limit Event Rentals Inc. will operate the Holiday Train, offering rides for families throughout the event, at a cost of \$13,550.00.

New this year, the DDB will also enter into an agreement with Contain Rent, a vendor specializing in retrofitting shipping containers. These customized containers will be transformed into immersive holiday houses for market vendors, including a dedicated Grinch's Lair experience at a cost of \$8,525.00. Additionally, the DDB will partner with Creed, a local business that will bring the festive spirit to the Eola House by installing decorative lighting on the house, illuminating surrounding trees, and enhancing the area with holiday décor to further elevate the overall atmosphere of the park at a cost of \$16,500.00.

In addition, to further enhance the experience, the proposed Third Amendment to the Contract with Red Top Productions Corporation (RTP), the current Farmers Market Manager selected through RFP24-0001, will authorize RTP to solicit vendors for the holiday market, provide onsite market management during vendor load-in and load-out, and oversee the operation of a nightly hot cocoa station. This expanded role builds on previous holiday market support and is intended to ensure a vibrant, well-organized holiday market experience for the community at a cost of \$47,350.00.

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**DDB**

In accordance with the City's procurement code, the Farmers Market Manager was competitively selected through an RFP process, quotes were obtained for securing the tents, and the remaining agreements are exempt from competitive procurement as entertainment related to the Downtown for the Holidays event.

Staff requests that the DDB approve the agreements with Nelsons Tents & Events, Inc., Birchmore Group, Inc., Vagabond Productions, Inc., Talon Berrios, No Limit Event Rentals Inc., Contain Rent, and Creed, and the Amendment Number Three to Contract with Red Top Productions Corporation and authorize the Chief Procurement Officer to execute such agreements in the estimated amounts set forth above, subject to review and approval of the City Attorney's Office, and also authorize the Executive Director or Chief Procurement Officer to enter into contracts, and make additional expenditures of up to \$8,118.43 for a total not to exceed overall event budget of \$172,350.00, for additional costs and expenses related to implementation of Downtown For The Holidays.

### **Date of Next Meeting**

The next Downtown Development Board Meeting will be held Wednesday, July 23, 2025, 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.

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# **DOWNTOWN DEVELOPMENT BOARD FUNDING AGREEMENT**

## **KaleidoScope 360**

This AGREEMENT (hereinafter referred to as the “Agreement”), effective as of October 1, 2025 (“Effective Date”) is made and entered into by and between the Downtown Development Board (“DDB”), an agency of the City of Orlando created by referendum in December 1972 under the Orlando Central City Neighborhood Development Board Act, Chapter 71-810, Laws of Florida, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), the principal address of which is 400 S. Orange Ave. 6<sup>th</sup> floor, Orlando, Florida 32801, and Global Peace Film Festival, Inc., a Florida Not For Profit Corporation (hereinafter referred to as “Grantee”), the principal address of which is 300 N. New England Avenue, Unit #3310, Winter Park, Florida 32790 (hereinafter singularly referred to by their respective designation contained hereinabove, or as the “Party”, and collectively as the “Parties”).

WHEREAS, by Section 8(1) of the Act, the DDB has been granted the authority to enter into contracts and agreements; and

WHEREAS, Grantee is seeking to conduct a second year of KaleidoScope 360, a monthly outdoor movie series which commenced in October 2024, at Parramore’s Luminary Green at Creative Village (“Luminary Green Events”) as well as provides additional films to be shown at Lake Eola at Eolaween and during the holiday season in December (“Lake Eola Events”) (collectively the “Events”); and

WHEREAS, the Luminary Green Events are estimated to have attendance of approximately 1,000 at each showing and the Lake Eola Events are estimated to have approximately 300 people per showing; and

WHEREAS, the Events will be held within the Orlando Central City Neighborhood Development Area (“DDB Area”); and

WHEREAS, it is intended that the Events will provide a focused economic benefit to the businesses within the DDB Area and provide experiences for the residents and other visitors to the DDB Area; and

WHEREAS, the DDB finds that it is in the public’s best interest and serves a public purpose to assist Grantee by hosting the Events in the DDB Area during fiscal year 2025-2026.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DDB and Grantee agree as follows:

1. Incorporation of Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.

2. Funding. Subject to Grantee complying with the terms herein, the DDB shall provide funding on a reimbursement basis in an overall amount of up to Forty Thousand Dollars (\$40,000.00), up to three thousand three hundred thirty-three dollars and 33/100 dollars (\$3,333.33) per month (the “Funding”) for Event related costs. Payments will be made directly to the Grantee upon monthly invoice by Grantee within thirty (30) days of the DDB’s acceptance of all required documentation including the Event summary report required in Section 4 below. Additionally, the DDB will pay directly for certain event related costs for mobile restrooms and other City costs related to the event permit (facilities, OFD, parking along Terry for vendor load in/out) for which Grantee may not request reimbursement.

3. Conditions to Funding. The DDB shall not be obligated to provide the Funding enumerated in Section 2 to Grantee unless Grantee maintains compliance with the conditions listed below during the Term of this Agreement:

- a. Grantee shall provide marketing of the Events and shall have coordinated the marketing efforts for each monthly show with the Marketing and Communications Manager **at least four weeks prior to such monthly** showing(s) and provided the creative for such month for DDB’s use in promoting the Event.
- b. Grantee shall include the downtown Orlando logo (“Logo”) in all promotion of the Events.
- c. Prior to the Events, Grantee shall provide the DDB evidence of the insurance required by Section 8 hereof.
- d. Grantee shall conduct the Events as proposed in its application.
- e. The Events shall consist of at least one film per month, commencing in October 2025, with at least twelve screenings during the Term of this Agreement as well as four films (titles to be chosen by the Marketing and Communications Manager) at Lake Eola at 7:00 pm on four different dates, one at Eolaween (October 25<sup>th</sup>) and three over the holiday period in December (December 6<sup>th</sup>, 13<sup>th</sup>, and 20<sup>th</sup>). Weather related cancellations will be determined by the DDB no later than 1:00 p.m. on the event day. If the scheduled event is cancelled due to inclement weather, it will be rescheduled for the following week on the same day and time or other mutually agreed upon time, subject to park availability. If the rescheduled event is cancelled, the series will continue with its regular schedule for the next month.
- f. Grantee shall use best efforts to use downtown businesses for secondary merchants and services related to the Events.
- g. DDB shall have the opportunity to place a table or tent on site at the Events.

4. Post Event Summary Report. Within thirty (30) days of the ending time of the monthly film of the Luminary Green Event each month, Grantee shall submit to the DDB’s Division Fiscal Manager, at [CRAFiscal@orlando.gov](mailto:CRAFiscal@orlando.gov), an Event summary report in the form attached hereto as Exhibit “A” and incorporated herein by this reference. When submitting the Event summary report, Grantee must include all required documentation, including an invoice, receipts showing payments made for Event costs for which reimbursement is being requested, evidence of Logo use, and any other documentation requested by the DDB. For October and December, the Event summary report shall contain information related to the Lake Eola Events in such months as well.

5. Permits, Licenses, Applicable Law. Grantee shall comply with all applicable laws, including the Orlando City Code, and Grantee shall maintain any required licenses and permits for conducting the Events, except for the special event permit from the City, which the DDB will obtain and pay any fees related thereto.

6. Books and Records. Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement and shall make such records available at a mutually agreed upon time for inspection and/or audit by the DDB during regular business hours.

7. Default. The occurrence of any one of following events or conditions during the term of this Agreement shall constitute a default and breach of this Agreement by Grantee, and shall entitle the DDB to enforce the terms of this Agreement, immediately cease or reduce any payments contemplated herein to Grantee, seek reimbursement of any funds already paid by the DDB to Grantee, and/or terminate this Agreement upon ten (10) days written notice to Grantee:

- a. Grantee's failure to comply with any of the requirements and conditions contained in Section 3 hereof.
- b. Grantee's changing of the Events in a material manner from that proposed in its application and the attached Exhibit "B".
- c. Grantee's making of a material misrepresentation in any certification or communication, including the funding application, submitted by the Grantee to the City or DDB in an effort to induce the award of the grant, payment or the administration thereof that is determined to be false, misleading, or incorrect in any material manner.

Failure of the DDB to declare a default shall not constitute a waiver of any rights by the DDB. Furthermore, the waiver of any default by the DDB shall in no event be construed as a waiver of rights with respect to any other default, past or present. DDB reserves the right to seek any and all legal and/or equitable action to enforce the terms of the Agreement.

8. Insurance. Grantee shall maintain the following types of insurance during the term of this Agreement and shall provide evidence of such insurance at least fourteen (14) days prior to the initial Event set-up start time. Such insurance must name the City of Orlando and the DDB as additional insureds.

- a. Workers' Compensation and Employer's Liability. This insurance shall protect the contractor against all claims under applicable state workmen's compensation laws. The contractor 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. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to chapter 440 Florida statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits



shall not be less than: Workers' compensation Statutory Employer's Liability \$100,000 each occurrence

- b. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the contractor 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.
- c. 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 DDB or others arising out of any act or omission of the contractor or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City or DDB, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than: Bodily injury and \$1,000,000 combined single Property damage limit each occurrence.

9. Indemnification. Grantee shall indemnify, defend and hold harmless the City of Orlando and DDB, their employees, agents and elected and appointed officials, from and against any and all liability, claims, demands, damages, losses, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any of all of the following: (1) the acts of omissions of the Grantee, its employees, officers, directors, sub-recipients or agents related to this application or the provision of funding by the DDB (2) holding of the Event by the applicant or (3) the mere existence of this Agreement itself.

10. Agency. Grantee and DDB, and their agents, contractors, and subcontractors, shall perform all activities that are contained herein as independent entities and not as agents of each other.

11. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

12. Controlling law and venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted

ordinances, regulation and policies of the City of Orlando now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for a particular issue, all City ordinances, rules, regulations and policies are applicable. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

13. No Liability or Monetary Remedy. Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the DDB, and that the DDB bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to Grantee for any breach by the DDB is one of mandamus to require the DDB's specific performance under the terms and conditions of this Agreement.

14. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between Grantee and the DDB. Grantee cannot create any obligation or responsibility on behalf of the DDB or bind the DDB in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any obligation contemplated herein. Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Grantee as an inducement to entering into this Agreement.

15. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the DDB in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the DDB contained herein.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing.

17. Severability. If a sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

18. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

DDB: David Barilla

Executive Director  
Community Redevelopment Agency  
Orlando City Hall  
400 S. Orange Ave.  
Orlando, Florida 32801

Grantee: David Wheeler  
Global Peace Film Festival, Inc.  
1001 N. Orange Avenue  
Orlando, Florida 32801

19. Assignment. Grantee shall not assign this Agreement without the prior and written consent of the DDB, which assignment may be agreed to, denied, or conditioned in part or in whole by the DDB as deemed appropriate in its sole discretion.

20. Term. The term of this Agreement shall commence on October 1, 2025 and end on September 30, 2026, unless this Agreement is terminated earlier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

Global Peace Film Festival, Inc.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Agreement is acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, who is the \_\_\_\_\_ for \_\_\_\_\_, the Grantee. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Commission Expires \_\_\_\_\_

## **Downtown Development Board**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Barilla  
Executive Director

\_\_\_\_\_  
Date

# Exhibit A

## COMMUNITY REDEVELOPMENT AGENCY'S

### SPECIAL EVENT GRANT

### EVENT SUMMARY REPORT

Date Submitted \_\_\_\_\_

Federal Tax ID# \_\_\_\_\_

**EVENT SUMMARY MUST BE LEGIBLE AND FILLED OUT COMPLETELY. IT MUST BE SUBMITTED WITHIN 60 DAYS OF YOUR EVENT OR YOU MAY FORFEIT FUNDING. PLEASE E-MAIL YOUR COMPLETED FORM AND BACK-UP DOCUMENTATION TO CRAFiscal@orlando.gov. FOR EVENTS OCCURRING IN THE MONTH OF SEPTEMBER, YOU MUST SUBMIT YOUR EVENT SUMMARY NO LATER THAN SEPTEMBER 30<sup>TH</sup>.**

Title of Event \_\_\_\_\_

Sponsoring Organization \_\_\_\_\_

Event Summary Prepared by \_\_\_\_\_ Email \_\_\_\_\_

Phone number \_\_\_\_\_ FAX \_\_\_\_\_ Mailing address \_\_\_\_\_

Date of event \_\_\_\_\_ Location \_\_\_\_\_

Day of the week \_\_\_\_\_ Beginning time \_\_\_\_\_ Ending time \_\_\_\_\_

Expected Attendance \_\_\_\_\_ Actual Attendance \_\_\_\_\_

Was there media coverage? \_\_\_\_\_ If yes, please describe \_\_\_\_\_

\_\_\_\_\_

Written Synopsis of the Event \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What changes, if any, will be made for next year? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please indicate how the conditions to funding stated in section 3 of the Funding Agreement with the CRA were met and **submit examples** of how the Logo was used on marketing materials for the Event.

\_\_\_\_\_

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Please attach a detailed copy of this year's **event financial report** for review.

Please attach an **invoice** for the sponsorship (on your letterhead, including your federal Tax ID Number) and a copy of your entity's **W-9**.

Please also attach copies of **paid invoices and evidence of payment** thereof.

I, \_\_\_\_\_, do hereby certify that the information submitted on this form is correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(Signature required)

Reimbursement will be made up to the amount approved by the CRA provided all conditions were met. This form must be completed and returned along with all supporting documentation within 60 days after the Event with an invoice to:

City of Orlando Community Redevelopment Agency  
Attn: Christel Brooks  
400 S. Orange Avenue  
6<sup>th</sup> Floor  
Orlando, FL 32801  
Phone: (407) 246-3752  
E-mail: CHRISTEL.BROOKS@downtownorlando.com

**Failure to submit this report within 60 days after the event may cause funding to be forfeited.**

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## **DOWNTOWN DEVELOPMENT BOARD SPECIAL EVENT GRANT GUIDELINES**

**Please read carefully – only events that meet all criteria will be considered for funding.**

### **PROGRAM OBJECTIVE**

The Downtown Development Board's ("DDB") Special Event Grant Program supports non-profit organizations holding special events within the Orlando Central City Neighborhood Development Area ("DDB Area"). The program provides limited reimbursable grants to those events that will positively impact the DDB and help further the DDB's mission by bringing people to the DDB Area and encouraging them to frequent both the businesses and hotels within the DDB Area.

The Downtown Development Board defines special events as those events attracting 1,000 or more attendees, are open to the public, provide free entry for all attendees, and taking place within the DDB Area. Special events do not include conferences, political rallies/parties or campaigns, grand openings or ribbon cuttings, social parties or open houses, or networking events or classes.

### **PROGRAM GOALS**

#### **Support Downtown Economic Vitality**

Encourage increased activity in the downtown area by attracting attendees who will frequent local businesses, restaurants, retailers, and hoteliers.

### **Elevate Cultural and Community Engagement**

Support events that celebrate local arts and culture and create shared experiences that strengthen the community.

### **Enhance the Identity and Appeal of Downtown Orlando for All**

Fund programming that reinforces downtown Orlando as a dynamic, attractive destination for residents and visitors of all backgrounds and economic means.

### **Encourage Collaboration and Innovation**

Promote creative partnerships between organizations (e.g. local businesses, artists, cultural organizations) and encourage unique, high-quality programming that enhances the overall event landscape in downtown Orlando.

### **Contribute to an Activated Public Realm**

Encourage events that visibly create vibrancy within downtown Orlando, especially events that occur in outdoor public spaces.

## **ELIGIBILITY**

For an event to be eligible it must:

- Occur entirely within the DDB Area (If an event has multiple locations, the DDB will only consider funding the event portion occurring within the DDB Area).
- Be open to the public.
- Free entry to all attendees.
- Meet the objectives of the DDB and the special event definition stated above.
- Have an attendance of more than 1,000 people for general events, and more than 5,000 for walks/runs/parades.



- Occur after approval of any funding and execution of the grant agreement under this Program.

For an organization to be eligible it must:

- Be a non- profit entity registered with the Florida Department of State, Division of Corporations, which has also received a tax exempt determination letter from the Internal Revenue Service under Internal Revenue Code Section 501(c).
- Not have any outstanding fees with the City of Orlando at the time of application.

### **PROGRAM REQUIREMENTS**

- Grants may only be used solely towards the reimbursement of the following event expenses: 1) event related marketing and promotion, 2) rentals for the event such as equipment, tents, chairs, tables, facilities, and port-o-lets, and/or 3) City fees related to the event.
- Each entity may only receive one grant award under this Program per calendar year.
- Grant requests may be denied or reduced due to incidents related to prior events, including but not limited to lack of trash pickup, inadequate cleaning, permitting related issues, and noise issues.
- Expected attendance will be based on prior years' attendance at events which have occurred in previous years; for new events, attendance information for similar events in prior years should be provided with the application.
- Grant funds will be provided only for events occurring after grant applications have been approved and the recipient has executed a grant agreement with the DDB and has provided evidence of required insurance to the DDB.
- Funds will be distributed on a reimbursement basis after the event has occurred and the DDB has received acceptable backup documentation including copies of invoices and proof of payment thereof.
- Funds are paid out 30 days after receipt of the grant invoice and

acceptable backup documentation.

- Taxes incurred by the organization are not subject to reimbursement.
- All permits or licenses required for the event must be obtained prior to the event in a timely manner.
- Funding is not available for religious based events or political or campaign events.

### **\* Funding limits**

- Eligible funding amounts for events (non run/walk)

1,000 – 5,000 attendees – up to \$5,000 maximum

5,001 – 10,000 attendees - up to \$10,000 maximum

Over 10,000 attendees – up to \$20,000 maximum

- Eligible funding amounts for run/walk events

Over 5,000 attendees – up to \$5,000 maximum

- Eligible funding amounts for parades

Over 5,000 attendees – up to \$5,000 maximum

### **APPLICATION/DEADLINES**

There will be two application periods during each calendar year. Applications will be available only during these two periods each year and event funding will be considered only on the timeframes set forth in the chart below:

| Application Available | Application Due | Event Occurring |
|-----------------------|-----------------|-----------------|
| January 1             | February 1      | June - November |
| July 1                | August 1        | December - May  |

Applicants should submit one (1) original application including all required supporting documentation. Applications are available at [Special Event Grants Program Downtown Orlando](#) and must be submitted by the due date for the applicable application period. Any application that is not complete will not be considered. Any funds granted are for a specific event and are not transferrable to another event or another year.

### **REVIEW PROCESS**

Upon submission, DDB staff will review the applications received during the applicable grant cycle to ensure compliance with the eligibility requirements. If necessary, staff may contact the applicant for points of clarification or additional information. If the required application documentation is not submitted, the application will not be considered unless and until all documentation is provided. Grant applications meeting the eligibility requirements will be presented to the Grant Review Committee, a three-person review committee, and evaluated on a competitive basis. Funding will be recommended for applications best meeting the program criteria stated below, based on funding availability. The DDB's Executive Director will review such recommendations. Those receiving funding approval will be required to enter into a grant agreement with the DDB. The DDB Executive Director is authorized to enter into such agreements on the DDB's behalf.

The DDB reserves the right to make an award for less than the amount requested by an applicant. The DDB may also deny a funding request at any time. Unauthorized use of the CRA/DDB's Downtown Orlando logo prior to funding approval does not guarantee funding.

## **EVALUATION CRITERIA**

The Committee will evaluate the applications based on the following criteria:

|   |           |
|---|-----------|
| <b>Experience:</b> History of successfully completing the requested event or a similar event(s) in the past   | 25 points |
| <b>Project Impact:</b> Number of anticipated attendees and past attendance numbers if the event occurred in past years  | 15 points |
| <b>Marketing Strategy and Plan:</b> Effectiveness of advertising and promotional plan, degree to which the organization comprehensively and innovatively promotes downtown Orlando as a destination   | 10 points |
| <b>Event Budget:</b> Complete and correct budget, percentage of amount requested v. total event budget, percentage of event budget funded by public financing (with decreasing public funding expected as events mature), revenues to be retained by entity hosting event | 10 points |
| <b>DDB Goals and Objectives:</b> Event implements and is consistent with DDB goals and objectives: <b>*subcategories below</b>  | 40 points |
|   |           |
| <b>*Goals &amp; Objectives Subcategories:</b>   |           |
| Support Downtown Economic Vitality  | 8 points  |
| Elevate Cultural and Community Engagement   | 8 points  |
| Enhance the Identity and Appeal of Downtown Orlando for All   | 8 points  |
| Encourage Collaboration and Innovation  | 8 points  |
| Contribute to an Activated Public Realm   | 8 points  |

## **COMPLIANCE FOR FUNDING**

Event organizers must be in contact with the Community Redevelopment Agency & Downtown Development Board Marketing & Communications Manager to discuss sponsorship deliverables of the event and inclusion of the DDB/CRA logo in event materials no less than **45 days before the event** or the grant funds may not be provided.

The applicant will have **60 days from the completion of the event** to submit an Event Summary Form to the Downtown Development Board's Division Fiscal Manager. The summary must include all requested information, including proof of compliance with all conditions placed upon funding. Funds are released once the event has occurred, all conditions have been met, and the event summary form has been submitted and approved with corresponding invoices & proof of payment. An invoice for the amount awarded, on the organization's letterhead, along with a W9, will be required. If the deadlines are not met or the post-event documentation is not submitted, funding will be forfeited.

Questions should be directed to [CRAFiscal@orlando.gov](mailto:CRAFiscal@orlando.gov)

**The Downtown Development Board reserves the right to revise the information published in these guidelines and the application form.**

# EVENT SERVICE AGREEMENT.v2

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

## AGREEMENT

This agreement, made this 16th Day of June, the year of 2025 between City of Orlando Downtown Development Board, hereinafter referred to as "Client" and Birchmore Group, Inc. located at 4595 Parkbreeze Court Orlando, Florida 32808, 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@orlando.gov

## SNOW SERVICES

*Activation Dates: December 5-7, 12-14, 19-21, 2025*

*Times: 15 minutes of Snow on: 6:00p, 6:30p, 7:00p, 7:30p, 8:00p, 8:30p & 9:00p*

|    |   |           |                   |
|----|---|-----------|-------------------|
| 9  | Day Rental of Evaporative Snow Machine      | \$300.00  | \$2700.00         |
| 9  | Day Rental of Evaporative Snow Machine      | \$300.00  | \$2700.00         |
| 9  | Day Rental of Evaporative Snow Machine      | \$300.00  | \$2700.00         |
| 9  | Day Rental of Evaporative Snow Machine      | \$300.00  | \$2700.00         |
| 76 | Bottles of Snow Fluid                       | \$50.00   | \$3800.00         |
| 36 | Rigging: Pipe, Base and Sand Bags           | \$35.00   | \$1260.00         |
| 9  | Gaff/Cable Bundle Pkg                       | \$30.00   | \$270.00          |
| 1  | Show Labor/Delivery + PreShow Prep – 9 Days | \$4950.00 | \$4950.00         |
| 1  | Discount                                    | -4300.00  | -\$4300.00        |
|    | <b>SUBTOTAL-Snow Services</b>               |           | <b>\$16780.00</b> |

## TALENT SERVICES

*Activation Dates: December 5-7, 12-14, 19-21, 2025*

*Times: 5:30pm-9:30pm*

|   |   |           |                   |
|---|---|-----------|-------------------|
| 9 | Interactive DJ, Holiday Music Library, PA System & Mixer, Mics, Labor, Delivery | \$1000.00 | \$9000.00         |
| 9 | Holiday Musician, PA System & Mixer, Mics, Labor, Delivery <b>(3 Hours)</b>     | \$700.00  | \$6300.00         |
| 9 | Polar Express Conductor including actor and costuming at Train Area             | \$700.00  | \$6300.00         |
| 9 | Glitter Tattoo Artist w/ Holiday Stencils                                       | \$750.00  | \$6750.00         |
| 9 | Holiday Themed Face Painter   | \$600.00  | \$5400.00         |
| 2 | Holiday Interactive Elves (12/5 ONLY)   | \$800.00  | \$1600.00         |
|   | <b>SUBTOTAL-Talent Services</b>   |           | <b>\$35350.00</b> |

## 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        |
|   | <b>SUBTOTAL</b>  |          | <b>\$150.00</b> |

### GRAND TOTAL

**\$52,280.00**

## 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 \$26140.00 October 3, 2025 or PO# to hold/secure date
- Final Payment \$26140.00 no later than December 23, 2025

## 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;

### **TALENT**

- Performers will require one (5 to 9) reserved parking spots depending on performance dates in close proximity to the venue;
- DJ will require 2-10 Amp Circuits for their equipment;
- Glitter Tattoo Artist / Face Painter will require a 10amp circuit to plug in lighting, unless in an illuminated area
- Performers will require a break area with water station or bottled water
- Performers may take breaks as needed not to exceed 15 minutes;
- Client will provide direction to talent desired interaction with guests;
- Due to the seasonal and high demand nature of the listed services and transport, this event is to be paid 100% rain or shine; even if your program run cancels.
- Subject to City of Orlando Standard Required Clauses Addendum

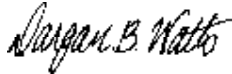
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The undersigned acknowledges that s/he, they has/have read and understand(s) this event contract. Please sign and return one copy via [email](#).

Signatures: \_\_\_\_\_  
David Billingsley, Procurement Officer for  
City of Orlando Downtown Development Board  
400 South Orange Avenue Orlando, FL 32801

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

By:



Birchmore Group, Inc.  
4595 Parkbreeze Ct  
Orlando FL 32808  
FIN #: 59-3523946

Date: 6/16/25

Contract:OR12525V2



**CITY OF ORLANDO**  
**Standard Required Clauses Addendum**

**F.S. §119.0701(2) – Legal Compliance; Public Records**

Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public record laws, including Sections 119.0701(2)(b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK OR THE CITY'S RECORDS AND ARCHIVES MANAGER, AT RECORDS@ORLANDO.GOV, TELEPHONE NUMBER (407) 246-2148, 400 S. ORANGE AVE., 2<sup>ND</sup> FLOOR ORLANDO, FL 32801.**

**F.S. §287.135 – Scrutinized Company Prohibition**

Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in business operations in Cuba or Syria. Contractor shall be required to recertify the aforementioned certifications at each renewal of the Contract, if applicable. The City may terminate the Contract pursuant to Section 287.135(3)(a) of the Florida Statutes if Contractor is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.

**F.S. §448.095(5) – Employment Eligibility**

Contractor represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the contract. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and Contractor must maintain a copy of such affidavit for the duration of the contract. The contract is otherwise subject to the terms, conditions, provisions, and requirements of Section 448.095 of the Florida Statutes.



**F.S. §787.06(13) – Human Trafficking Affidavit**

Contractor shall, within a reasonable time after execution of this Agreement, provide the City with an affidavit signed by an officer or other authorized representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services, as those terms are defined in Section 787.06(2)(a), (e), and (h) of the Florida Statutes. Additionally, Contractor shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement, if applicable.

**F.S. §287.138 – Entities of Foreign Countries of Concern**

In the event the contract grants Contractor access to an individual's personal identifying information, Contractor shall, in the form prescribed by the Department of Management Services attached hereto, provide the City with an affidavit signed by an officer or other authorized representative of Contractor under penalty of perjury attesting that Contractor is not owned by the government of a foreign country of concern (as defined in Section 287.138(1)(c)), that the government of a foreign country of concern does not have a controlling interest in Contractor, and that Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Additionally, Contractor shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement, if applicable.

**Orlando Code of Ordinances §7.1201(A) – Material Interest Certification**

Contractor certifies that no officer or employee of the City, nor their spouse or child, serves as an officer, partner, director, or proprietor of, nor has a material interest in, Contractor.


As used in this Addendum, "Contractor" shall refer to the counterparty to the City – however they may be designated, whether as contractor, vendor, service provider, or otherwise – entering into the contract to which this Addendum is attached and incorporated by reference.

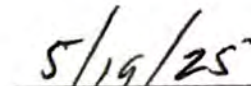
## Certification Regarding Prohibition Against Contracting With Scrutinized Companies

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or it is found to have been engaged in business operations in Cuba or Syria.

  
Contractor

  
Date

✓



## Human Trafficking Affidavit

The undersigned, on behalf of Contractor, hereby attests as follows:

- A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
  - "Labor" means work of economic or financial value.
  - "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

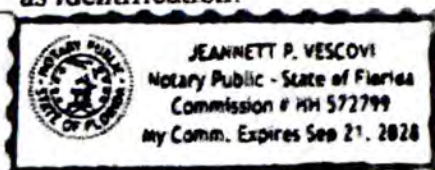
I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true. Further Affiant sayeth naught.

Authorized Signature: Dargan Watts  
Contractor: BIRCHMORE GROUP, INC.  
Printed Name: DARGAN WATTS FOR BIRCHMORE GROUP  
Title: DIRECTOR/REGISTERED AGENT

Date: 5/19/25

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19<sup>th</sup> day of May, 2025, by Dargan Birchmore Watts, as Director on behalf of the company/corporation. They ☐ are personally known to me or ☒ have produced FLDL as identification.



Signature of Notary Public

Jeannett P. Vescovi  
Name of Notary

Typed, Printed or Stamped

My Commission Expires: Sept. 21, 2028

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

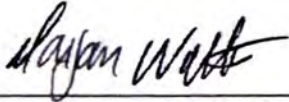
BIRCHMORE GROUP, INC. (name of entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: DARGAN WATTS FOR BIRCHMORE GROUP

Title: DIRECTOR

Signature:



Date: 5/19/25

PUR 1355 (10/23)  
Rule 60A-1.020, F.A.C.





**CITY OF ORLANDO**  
**Standard Required Clauses Addendum**

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As used in this Addendum, "Contractor" shall refer to the counterparty to the City – however they may be designated, whether as contractor, vendor, service provider, or otherwise – entering into the contract to which this Addendum is attached and incorporated by reference.

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Contractor

12 June 2025  
Date



## Human Trafficking Affidavit

The undersigned, on behalf of Contractor, hereby attests as follows:

- A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
  - **"Labor"** means work of economic or financial value.
  - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Authorized Signature: Waylon Krush  
Contractor: Containment, LLC  
Printed Name: Waylon Krush  
Title: Owner

Date: 12 June 2025

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of June, 2025, by Waylon Krush, as Owner on behalf of the company/corporation. They ☐ are personally known to me or ☒ have produced FL ID as identification.

Signature of Notary Public

Pedro de Paula  
Name of Notary

Typed, Printed or Stamped

My Commission Expires: 07-23-28



## FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Containcent, LLC (name of entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

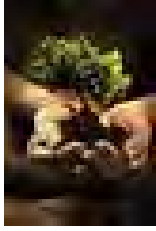
Printed Name: Waylon Koush

Title: Owner

Signature: Waylon Koush

Date: 12 June 2025

PUR 1355 (10/23)  
Rule 60A-1.020, F.A.C.

**CREEDS TREE SERVICE LLC.**

3410 S. Goldenrod Rd.

Orlando FL. 32822

[mikecreed83@yahoo.com](mailto:mikecreed83@yahoo.com)

407-496-8210 / 407-963-4771

## **Proposal for Clemwood Light Install - Holidays 2025**

### **Project Overview**

This proposal outlines the scope of work for the installation and supervision of holiday lighting and decorations at the Eola House and surrounding grounds for the 2025 holiday season.

### **Scope of Work**

- **Lighting and Decoration Installation**
  - Use of two bucket trucks, two operators, and two groundsmen where necessary.
- **Tree Maintenance**
  - Trim large live oak trees.
  - Includes removal of sucker growth and hanging moss.
  - Removal and disposal of all resulting debris.
- **Lighting Preparation**
  - Pre-test all holiday lighting currently stored at the Bob Carr location prior to installation at the Eola House.
- **Installation of lighting and decorations on two front oak trees, including:**
  - Wrapping branches with Cool White LED lights
  - Installing Drip Lights & Light Balls
  - Installation of lights on the face of the Eola House
- **Install the following elements around and on the Eola House:**
  - All artificial trees in designated locations
  - All ground decorations in the front yard
  - All ground lighting in the front yard
  - All window decorations on the front face of the house
- **Ongoing Maintenance**
  - Maintain display throughout the season.
  - Replace any burned-out lights as needed.

### **Project Timeline & Cost**

- Estimated 7 days for assembly – Start work on November 7, 2025
- Estimated 2 days for removal – Start breakdown January 7, 2025
- **Total Project Cost:** \$16,500.00

## **Decoration Quantities**

| <b>Quantity</b> | <b>Description</b>                          |
|-----------------|---|
| 2               | ZipLock Bags Binder Clips 1 large/1 small   |
| 6               | 8" Cool White LED Light Balls               |
| 37              | Assorted plugs                              |
| 44              | Smart Plugs                                 |
| 4               | Totes of multiple extension cords           |
| 3500            | Cool White LED Lights                       |
| 7500            | Cool White LED Lights                       |
| 5800            | Cool White LED Lights                       |
| 8700            | Cool White LED Lights                       |
| 12              | Drip Lights with attached cords             |
| 1               | 24" Lighted Wreath (In a Black Plastic Bag) |
| 6300            | Cool White LED Lights                       |
| 7600            | Cool White LED Lights                       |
| 7200            | Red LED Lights                              |
| 7800            | Cool White LED Lights                       |
| 8500            | Cool White LED Lights                       |
| 4400            | Red LED Lights                              |
| 1200            | Green LED Lights                            |
| 3320            | Gold LED Lights                             |
| 4600            | Cool White LED Lights                       |
| 7400            | Cool White LED Lights                       |
| 1               | Tote Stick Light Holders                    |
| 900             | Duo Color Lights for Stick Holders          |
| 1200            | Cool White LED Lights                       |
| 280             | Cool White Candleabra LED Lights            |
| 20              | Drip Lights                                 |
| 23              | Drip Lights                                 |
| 7               | Artificial Tree Stars                       |
| 25              | Artificial Tree Stars                       |
| 2               | 9' Artificial Trees                         |
| 9               | 7-1/2' Artificial Trees                     |
| 4               | 5' Artificial Trees                         |
| 2               | 6' Artificial Trees                         |
| 23              | Metal Incased spot lights (Black)           |
| 1               | Lighted Angel Tree Topper                   |

| <b>Quantity</b> | <b>Description</b>                                 |
|-----------------|--|
| 1               | Bethlehem Star                                     |
| 2               | Ribbon Presents (Sets of 3) LED                    |
| 1               | 3' Tall LED Lighted Angel                          |
| 10              | LED Lighted Gift Boxes (Sets of 3)                 |
| 9               | Iridescent Twist Gift Boxes (Sets of 3)            |
| 10              | 16" Cool White LED Light Balls                     |
| 4               | 12" Cool White LED Light Balls                     |
| 8               | Cool White Big Presents (Sets of 3)                |
| 25              | Miniature Battery Balls (Inside Black Plastic Bag) |
| 26              | Commander Totes with contents inside               |

**AMENDMENT THREE  
TO  
DOWNTOWN ORLANDO FARMERS MARKET MANAGER**

**THIS AMENDMENT TO CONTRACT** (“Amendment”), entered into effective the 1<sup>st</sup> day of August 2025 (“Effective Date”), is made by and between the Downtown Development Board (“DDB”), a body corporate and an agency of the City of Orlando (“City”), created by referendum in December, 1972, under Chapter 71-810, Laws of Florida, the Orlando Central City Neighborhood Development Board Act, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), hereinafter referred to as the “DDB” and Red Top Productions Corporation, hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**WITNESSETH:**

**WHEREAS**, the parties entered into an agreement effective August 1, 2024 (“Contract”), pursuant to which the Contactor provides market management services in Lake Eola Park (“Park”) for the DDB’s weekly farmers market events; and

**WHEREAS**, the DDB also desires to have the Contractor perform additional similar market management functions in the Park for the DDB’s annual holiday market event to be held during the 2025 holiday season as more fully set forth below;

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and promises herein contained, the parties hereto agree as follows:

**I. SCOPE**

The scope of services of the Contract is hereby amended to provide for the Contractor to perform the additional work (“Additional Work”) as set forth in the Contractor’s proposal to the DDB (“Proposal”), which Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference. Unless otherwise specified herein or in the Proposal, the Contractor is to furnish all materials, tools, equipment, labor, and consumables to complete the Additional Work set forth in the Proposal. All Additional Work shall be completed by December 31, 2025, unless such period is extended by the DDB’s Executive Director or his designee and agreed to by the Contractor in writing. In performing the Additional Work, Contractor shall use the Lake Eola Holiday Market Vendor Agreement (“Holiday Vendor Agreement”) and follow the Lake Eola Holiday Market Policies and Procedures (“Holiday Market Policies”) adopted by the DDB, as may be amended from time

to time. A copy of the Holiday Vendor Agreement and Holiday Market Policies in effect as of the Effective Date of this Contract are attached to this Amendment as Exhibit “B” and incorporated herein by this reference.

**II. COMPENSATION**

Contractor agrees to perform the Additional Work and provide such services and materials as specified in its Proposal for the fee (“Fee”) of Thirty-Seven Thousand Four Hundred Dollars (\$47,350.00) as specified in said Proposal, which fee is inclusive of all costs, fees, expenses and taxes of any kind, including but not limited to any necessary travel costs of Contractor to satisfactorily perform the Additional Work. A deposit of Five Thousand Dollars (\$5,000.00), which shall be credited toward the Fee, shall be paid following invoice of the Contractor on or before October 1, 2025. The balance of the Fee shall be paid in two equal installments of Twenty One Thousand One Hundred Seventy Five Dollars (\$21,175.00) each, with the initial installment to be paid following invoice of the Contractor on or before December 1, 2025 and the second installment to be paid following invoice of the Contractor on or before to December 15, 2025.

In all other respects, and except as specifically modified and amended herein, the Contract shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT AND CONTRACTS DIVISION  
CITY OF ORLANDO, FLORIDA, AS AGENT  
Development FOR THE DOWNTOWN DEVELOPMENT  
BOARD

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the Downtown  
Board and the City of Orlando, Florida, only.

By: \_\_\_\_\_  
Chief Procurement Officer  
2024

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

DAVID BILLINGSLEY, CPSM, C.P.M. \_\_\_\_\_  
Name, Typed or Printed

Date: \_\_\_\_\_, 2024

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY  
ORLANDO, FLORIDA

\*\*\*\*\*



CONTRACTOR

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

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Name of Company, Corp., etc.

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

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Area Code/Telephone Number

CORPORATE SEAL

STATE OF FLORIDA        }

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ (name of person) as \_\_\_\_\_ (type  
of authority, (e.g., officer, trustee, attorney in fact, etc.) for \_\_\_\_\_  
\_\_\_\_\_ (name of entity/party on behalf of whom instrument was  
executed).

\_\_\_\_\_  
Signature of Notary Public – State of Florida  
Print, Type, or Stamp Notary Name:\_\_\_\_\_

(Affix Notary Stamp or Seal Above)

\_\_\_ Personally Known or \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT “A”**

**CONTRACTOR’S PROPOSAL**

## **PROPOSAL**

### **Scope:**

Duties will generally be the same scope as for the Orlando Farmers Market, to include but not be limited to:

1. Manage daily operational aspects of the holiday market and event at the Park, including but not limited to serving as point of contact and on-site management for DDB entertainment and activity contractors (carolers, costumed characters, DJ, snow tech, train operator, and any other contractors), as well as the market Vendors.
2. Load in / load out guidance for contractors and Vendors
3. Oversee market Vendor application and evaluation process, and execute Vendor agreements on behalf of DDB
4. Collect Vendor Fees and remit to the DDB
5. Contractor and Vendor relations
6. Working with DDB staff requests
7. Safety patrol - vendors and patrons
8. Crowd control
9. Staffing and operating hot chocolate booth each night of the event

Every night the holiday market is operating, there will be an RTP management team of fourteen (14) people on site at all times starting at 4:00 p.m. for each market day, to start the load in process one and a half hours prior to the start of the event and remain on-site following the event until load out is complete. The RTP management team shall wear Event Shirts supplied by DDB at all times while on duty at the event.

RTP will coordinate with DDB and Park staff.

### **Location:**

The location of the holiday Vendor market is on the International Bridge located near Osceola circle in Lake Eola Park. The location of other activations for the nightly event are in and around the Eola House, on the Northeast lawn of the Park, and at the Walt Disney Amphitheater.

### **Dates and Times:**

The dates for the holiday market and event are December 5, 6, 7, 12, 13, 14, 19, 20, and 21.

Holiday market times are from 5:30 pm to 9:30 pm.

**Compensation:**

RTP shall be compensated in accordance with the attached Lake Eola Holiday Market Proposed Expenses page at the end of this Proposal. The daily charge for the RTP management team includes:

- Wages
- Workers Comp
- Taxes
- Insurance

## Lake Eola Holiday Market Proposed Expenses

**To:** Sherry Gutch

Chelsey Parrish

**Location:** Lake Eola Park

**Event Dates:**

12/5, 12/6, 12/7, 12/12, 12/13, 12/14, 12/19, 12/20, 12/21

**Staff:**

Management team of 8 people \$250.00 per day x 9 days \$18,000.00

Cocoa tent team of 4 people \$250.00 per day X 9 days \$9,000.00

Staff person to oversee load in/out of vendors and manage the train area during the event 1 person \$250.00 X 9 days \$2,250.00

Staff person to oversee load in/out of vendors and manage the amphitheater area 1 \$250.00 per day x 9 days \$2,250.00

Management of Vendor application and financials \$1,500.00

**Hot Cocoa Supplies:**

Includes Free Hot Cocoa for 9 nights with complimentary marshmallows, peppermint sticks, sprinkles, candy spoons, whipped cream, Christmas cups, kid's cups, straws and beverage napkins.

1500 average cups per day x .60 is \$900.00 per day x 9 day \$8100.00

**Equipment:**

Tents, tables, linens, décor, signage cambros and all serving equipment. Adirondack chairs complementary \$4150.00

**Storage:**

2- 12 Foot Mini Pod Rental for storage to be parked behind Eola House estimate \$800.00 per Pod for the month \$1,600.00

**Refrigerator rental for cold storage for hot chocolate bar:**

One-time fee of \$500.00

**Total Proposed Amount is \$47,350.00**

**Deposit of \$5,000.00 due 10/1/25**

**Next Payment of \$21,175.00 due 12/1/25**

**Final Payment of \$21,175.00 due 12/15/25**

We appreciate being part of this great event for the City of Orlando. If you have any questions, please call.

Dana Brown

**EXHIBIT “B”**

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 22, 2025.

Vendor space is provided by DDB at a cost of \$20.00 per night per space. If paying by check, checks shall be made payable to the Downtown Development Board or DDB.



**Exhibit “A” to Vendor Agreement**

**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. Through an executed Vendor Agreement, 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, 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 load in their booth and set up prior to Market opening time for the Market each day as directed by the Market Manager. Any vehicle that has not arrived in the load-in area by such time designated by the Market Manager 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 5:30 p.m. on all Market days and stay open with complete set up until 9:30 p.m. on all Market days. Promptly at such ending time of 9:30 p.m., Vendors must tear down tables and pack all supplies before being able to get their vehicle. Any Vendor selling after the Market end time may be subject to termination of their license to use space.
- ◆ Vendors may not attach anything to the DDB provided space.
- ◆ 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 or take them to a Market Manager designated collection site, including cooking oil and food waste.
- ◆ 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. Handwritten 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. Vending spaces shall not be left unattended to ensure Market vending space safety and security.
- ◆ 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. With Market Manager written approval, 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.
- ◆ No sound amplification may be used by Vendors in the Vendor space.

#### **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 and must provide them to the Market Manager.
- ◆ 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.
- ◆ In any health emergency, security issue, or conflict arises, the Vendor shall immediately contact the Market Manager and on-site security, including Orlando Police Department.
- ◆ Sales tax, when required by the State, is the responsibility of the Vendor.
- ◆ Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Market personnel, Market patrons and the Public.
- ◆ Vendors, their employees, representatives, or anyone allowed in Vendor space area, shall

not smoke, including vapor cigarettes.

- ◆ Vendors and their employees or representatives may not drink alcohol at the Market, including during drop off and pick up time periods.
- ◆ 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 children under the age of 14 are permitted in Vendor spaces.
- ◆ For safety reasons, 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 Orlando Farmers Market, Downtown for the Holidays, 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 depredations 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.

22. Lessee's Standard Required Clauses Addendum is incorporated by reference as if fully set forth in this contract.

Authorizations number displayed on the shipping label. Nelsons Tents and Events, Inc. reserves the right to refuse returned items that are soiled, wet, abused or damaged in shipping. Merchandise must be returned new, unused condition. Cancellations and Changes: Orders may not be cancelled or changed without receipt of a written cancellation or change request. Once in production, cancellation of custom products will result in loss of deposit.

This contract applies to all locations Nelsons Tents and Events are providing a tent for.

Date: 6/13/25

Nelson's Tents & Events, Inc.

Signature: [Signature]

Name & Title: Sales

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

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

Name & Title: \_\_\_\_\_

**CITY OF ORLANDO**  
**Standard Required Clauses Addendum**

**F.S. §119.0701(2) – Legal Compliance; Public Records**

Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public record laws, including Sections 119.0701(2)(b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK OR THE CITY'S RECORDS AND ARCHIVES MANAGER, AT RECORDS@ORLANDO.GOV, TELEPHONE NUMBER (407) 246-2148, 400 S. ORANGE AVE., 2<sup>ND</sup> FLOOR ORLANDO, FL 32801.**

**F.S. §287.135 – Scrutinized Company Prohibition**

Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in business operations in Cuba or Syria. Contractor shall be required to recertify the aforementioned certifications at each renewal of the Contract, if applicable. The City may terminate the Contract pursuant to Section 287.135(3)(a) of the Florida Statutes if Contractor is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.

**F.S. §448.095(5) – Employment Eligibility**

Contractor represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the contract. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and Contractor must maintain a copy of such affidavit for the duration of the contract. The contract is otherwise subject to the terms, conditions, provisions, and requirements of Section 448.095 of the Florida Statutes.

**F.S. §787.06(13) – Human Trafficking Affidavit**

Contractor shall, within a reasonable time after execution of this Agreement, provide the City with an affidavit signed by an officer or other authorized representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services, as those terms are defined in Section 787.06(2)(a), (e), and (h) of the Florida Statutes. Additionally, Contractor shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement, if applicable.

**F.S. §287.138 – Entities of Foreign Countries of Concern**

In the event the contract grants Contractor access to an individual's personal identifying information, Contractor shall, in the form prescribed by the Department of Management Services attached hereto, provide the City with an affidavit signed by an officer or other authorized representative of Contractor under penalty of perjury attesting that Contractor is not owned by the government of a foreign country of concern (as defined in Section 287.138(1)(c)), that the government of a foreign country of concern does not have a controlling interest in Contractor, and that Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Additionally, Contractor shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement, if applicable.

**Orlando Code of Ordinances §7.1201(A) – Material Interest Certification**

Contractor certifies that no officer or employee of the City, nor their spouse or child, serves as an officer, partner, director, or proprietor of, nor has a material interest in, Contractor.

As used in this Addendum, "Contractor" shall refer to the counterparty to the City – however they may be designated, whether as contractor, vendor, service provider, or otherwise – entering into the contract to which this Addendum is attached and incorporated by reference.

### **Certification Regarding Prohibition Against Contracting With Scrutinized Companies**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or it is found to have been engaged in business operations in Cuba or Syria.



Contractor

10/13/25  
Date



## Human Trafficking Affidavit

The undersigned, on behalf of Contractor, hereby attests as follows:

- A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
  - **"Labor"** means work of economic or financial value.
  - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Authorized Signature: [Signature]

Date: 6/13/25

Contractor: Nelson's Tents & Events

Printed Name: Heather Davis

Title: Sales

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or

☐ online notarization, this 13<sup>th</sup> day of June, 20 25, by

Heather Davis, as \_\_\_\_\_ on behalf of the

company/corporation. They ☒ are personally known to me or ☐ have produced \_\_\_\_\_ as identification.

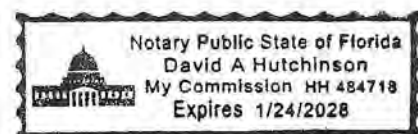
Signature of Notary Public

[Signature]

Name of Notary

Typed, Printed or Stamped

My Commission Expires: 1/24/28



**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Nelson's Tents & Events (name of entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Heather Davis

Title: Sales

Signature: 

Date:

PUR 1355 (10/23)  
Rule 60A-1.020, F.A.C.



**RENTAL CONTRACT, page 1**  
**Invoice #8852**

- This Rental Contract is made by and between **No Limit Event Rentals, LLC. And Downtown Development Board** hereinafter referred to as "Lessee."

A. No Limit Event Rentals leases to the lessee all stated rental equipment listed and described on the invoice. The rental of all the equipment shall be in accordance with the terms and conditions stated on the invoice.

**Date Written:** March 7, 2025  
**Event Date(s):** December 5, 6, 7, 12, 13, 14, 19, 20, 21, 2025  
**Event Time(s):** 5:30pm – 9:30pm  
**Event Location(s):** 512 E. Washington St. Orlando, FL 32801  
**Event Contact:** Chelsey Parrish 407-819-4528

**B. PAYMENT:**

- \* 50% due upon execution of this Contract. 50% no later than the date of the event at set up time.
- \* All events are considered tentative until a signed contract is received in our office or deposits, partial payments and or payments in full are received. Deposits, partial payments and or payments in full constitute a Rental Contract between Lessee and No Limit Event Rentals. Upon payment failure on the date of the event, No Limit Event Rentals may remove equipment or refuse to set up and the Contract can be terminated.
- \* A signed contract and a 50% deposit guarantees the event date and equipment availability. Once a signed contract is received by No Limit Event Rentals there will be no changes decreasing the contract total from the original signed and agreed upon amount without penalty.

**C. CANCELLATION:**

- \* If for any reason the event is cancelled or re-scheduled, No Limit Event Rentals will NOT refund deposits or payments in full. The Lessee will be issued a credit for the amount deposited or paid for up to 90 days from the original event date. If credit is not used within 90 days from the original event date, all deposits and or payments will be forfeited, unless otherwise agreed between No Limit Event Rentals and Lessee. If Lessee makes multiple deposits, partial payments and or payments in full for multiple events and then cancellation occurs, credits will NOT forward to any future events already scheduled.
- \* No Limit Event Rentals incurs expenses in preparing and delivering the equipment to the Lessee's event site. Therefore, the Lessee acknowledges that any cancellation of the event must be made 10 (ten) days prior to the event date, unless otherwise agreed between No Limit Event Rentals and the Lessee. If cancellation for any reason does not occur within these ten (10) days prior to the event date, the Lessee is responsible for the total payment of the invoice.

D. No Limit Event Rentals must approve set-up feasibility and safety. No Limit Event Rentals shall deliver and set up the equipment at the place and time designated by the Lessee stated on the Rental Contract and Invoice. Lessee is responsible for providing adequate parking, access to the facility and, if required, that the facility is equipped with elevators or loading docks. The Lessee is responsible for providing proper electrical power units, should the equipment require electrical service. No Limit Event Rentals will provide extension cords. The Lessee is liable for the full amount stated on the invoice if upon delivery, No Limit Event Rentals is not able to set up equipment due to the facility not having the required accommodation.

E. No Limit Event Rentals Attendants require a 15 minute break for every two hours of event time. (For rentals that include staff)

F. The rental period for the leased equipment shall be in accordance to that which is stated on the Rental Contract and Invoice. Lessee's right to possession terminates on the expiration of the rental period as stated on the Rental Contract and Invoice. Retention after this time will be billed at \$200.<sup>00</sup> per hour, unless otherwise agreed between Lessee and No Limit Event Rentals.

G. No Limit Event Rentals ensures all rented equipment is operating satisfactorily. However, if during the event the equipment becomes unsafe or malfunctions as the result of normal use, the Lessee agrees to discontinue use and notify No Limit Event Rentals, who will replace the equipment if available. If equipment is not available, a similar item may be suggested or adjustments to invoice will be made.

H. The Lessee is responsible for any loss or damage to No Limit Event Rentals equipment and will be billed accordingly if and when equipment is abused or used in forms other than those specified on the invoice and Rental Contract. The Lessee is responsible for any loss or damage to No Limit Event Rentals equipment caused by Lessee's negligence or misconduct.

**Attorney fees and costs, governing laws, venue, and jurisdiction:** Should there be a breach of this Contract, any dispute concerning this Contract, or payment or performance default of this Contract, and a lawsuit instituted for any of those reason, the prevailing party shall be entitled to recover reasonable attorney fees and costs in that lawsuit. It is agreed by the parties that this Contract is governed by the laws of the State of Florida; they agree that should a lawsuit be filed concerning this Contract, that the lawsuit must be filed and tried in Orange County in the State of Florida.

Subject to Standard Required Clauses Addendum. Nothing in this contract shall be construed as a waiver of any right to sovereign immunity of Lessee

**RENTAL CONTRACT, page 2**  
**Invoice #8852**

**INFLATABLE SAFETY RULES / GENERAL RULES TO FOLLOW FOR SAFE OPERATION:**

1. ALWAYS HAVE AN ADULT PRESENT TO SUPERVISE RIDERS.
2. NEVER JUMP OR PLAY ON PARTIALLY INFLATED UNIT.
3. DO NOT PLAY OR CLIMB ON OUTSIDE WALLS, SIDES, OR ROOF OF UNIT.
4. ONLY NUMBER OF RIDERS AS INSTRUCTED BY NO LIMIT STAFF.
5. DO NOT PLUG OR UNPLUG MOTOR REPEATEDLY AS IT WILL CAUSE IT TO BURN UP.
6. NEVER PUT A HOSE OR WATER ON UNIT UNLESS INSTRUCTED TO BY NO LIMIT'S STAFF.
7. IN CASE OF RAIN, REMOVE RIDERS AND UNPLUG MOTOR & EXTENTION CORD FROM WALL OUTLET.
8. BE SURE UNIT IS ON A LEVEL SURFACE AND NOT WITHIN FIVE FEET OF ANY FIXED OBJECT.
9. DO NOT ALLOW HORSEPLAY ON UNIT.
10. DO NOT ALLOW RIDERS TO HANG ON OR PULL NETTING OR COLUMNS.
11. NO FOOD, DRINKS OR SILLY STRING ON UNIT.
12. FOLLOW ALL RULES POSTED ON UNIT AND/OR BLOWER.

\*\*\*Lessee understands and acknowledges that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. No Limit Event Rentals cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, acts of nature, or other conditions beyond its control or knowledge.

**By Signing below, I acknowledge that I have read and agree to be bound by all terms and conditions hereof.**

**Lessee: City of Orlando – DDB**

**Lessor: No Limit Event Rentals, LLC.**

☒

Print Name:

  
Greg Miller

☒

Date

6/5/25  
Date

**CREDIT CARD AUTHORIZATION**

Type: VISA / Master Card / Discover / AMEX

Expiration Date: \_\_\_\_/\_\_\_\_

Account No. \_\_\_\_\_

Verification Code: \_\_\_\_\_

\*\*\* Located at the back of card- 3 numbers

Billing Address: \_\_\_\_\_

Cardholders Telephone Number: \_\_\_\_\_

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

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





## Proposal For Holiday retail Container Rentals

**Submitted to:** City of Orlando

**Submitted by:** Eddie Iglesias

**Date:** 4/21/2025

### Overview

This proposal outlines the seasonal rental of themed retail containers designed to enhance the holiday shopping experience in the City of Orlando. Our custom-designed, ADAcompliant units offer a festive, European-style ambiance, equipped for both vendor functionality and customer appeal.

### Units Available & Rental Costs

#### 20' Gift Shop with A/C ("Grinch Container")

- **Monthly Rental:** \$575 (*Regular Price: \$585*)
- **December Rental Total:** \$575 (*Regular Price: \$585*)
- **Features:** Climate controlled, French doors, two windows, an additional access door, and lighting fixtures
- **ADA Ramp Rental:** \$100
- **Total Container Rental Savings:** \$10

#### 8x10 Retail Shops (10 Units Total)

- **Monthly Rental (Each):** \$625 (*Regular Price: \$650*)
- **December Rental Total (Each):** \$625 (*Regular Price: \$650*)
- **Features:** ADA-compliant, fold-down counter shelf, steel-framed doors and windows, pitched metal roofs, festive wood paneling, interior lighting, electrical outlets, and shelving
- **Total Container Rental Savings:** \$250

## Delivery & Pickup

### 20' Unit (Grinch Container)

- **Delivery Fee:** \$160 (*Regular Price: \$185*)
- **Pickup Fee:** \$160 (*Regular Price: \$185*)

## Delivery & Pickup

### 8x10 Retail Shops

- **Delivery:** One 3-unit trip at \$160 each (*Regular Price: \$185*)
- **Pickup:** One 3-unit trip at \$160 each (*Regular Price: \$185*)
- **Delivery:** Three 2-unit trips at \$160 each= \$480 (*Regular Price: \$185ea.x3=\$555*)
- **Pickup:** Three 2-unit trips at \$160 each= \$480 (*Regular Price: \$185ea.x3=\$555*)
- **Total Delivery & Pickup Savings:** \$250

## Additional Notes

- ADA ramp added only to the 20' Grinch Container (\$100)
- All units are delivered ready-to-use.
- A/C units in the Grinch Container ensure comfort for operators throughout the Florida holiday season.
- Units are designed to blend functionality and festive charm, enhancing vendor and visitor experience.
- **All pricing reflects a 3-year multi-year rental agreement discount.**
- **This is a savings of \$510 per year if the 3-year agreement is signed.**
- **Seasonal decorations to be provided and installed by City of Orlando.**
- All units shall be delivered and installed no later than November 25, 2025
- All units may be struck beginning December 21, 2025, and shall be fully removed no later than January 5, 2026.
- City's Standard Required Clauses Addendum is incorporated by reference.

## Total Rental Cost Summary

- **20' Gift Shop with A/C:** \$575 for December (*Regular Price: \$585*)
- **10 - 8x10 Retail Shops:** \$6,250 for December (*Regular Price: \$6,500*)
- **Delivery & Pickup Total (All Units):** \$1,600 (*Regular Cost: \$1,850 | Savings: \$250*)
- **Total Rental Cost for December (All Units + Delivery/Pickup):** \$8,525
- **Total Rental Savings from 3-Year Multi-Year Agreement (All Units + Delivery/Pickup):** \$510 per year
- **Total Savings Over 3 Years:** \$1,530

Please sign below:

**Signatures**

**City of Orlando**

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

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

Title: \_\_\_\_\_

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

**ContainRent**

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

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

Title: \_\_\_\_\_

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

# 2025

For Office Use Only: Day/Date: \_\_\_\_\_

Time: \_\_\_\_\_

Entertainer: \_\_\_\_\_

Location: \_\_\_\_\_

**VAGABOND PRODUCTIONS dba  
THE SANTA COMPANY**

1913 Americus Minor Drive- Winter Garden, FL  
407-226-9088

greg@thesantacompany.com

[www.thesantacompany.com](http://www.thesantacompany.com)

**INVOICE**

Attention: City of Orlando Downtown Development Board  
Chelsey Parrish /Special Event Coordinator-  
400 South Orange Avenue, Orlando, FL 32801

Company or Family: City of Orlando, FL

Phone: [407.246.3708](tel:407.246.3708)

Email: [Chelsey.Parrish@DowntownOrlando.com](mailto:Chelsey.Parrish@DowntownOrlando.com)

Re: Santa Claus and The Grinch Appearances

Invoice #: **120525coo**

EI #: 85-3265864

The undersigned Artist(s) and client agreed to the following terms for the engagement herein described below:

|                           |   |
|---------------------------|---|
| Artists/ Act(s):          | Santa Claus Appearances   |
| Location of Event:        | 400 South Orange Avenue, Orlando, FL 32801  |
| Dates/Times:              | Dates: December 5, 6, 7, 12, 13, 14, 19, 20, 21, 2025<br>Time: 5:30PM-9:30P   |
| On Site Contact w/Cell #: | Chelsey/ 407.819.4528   |
| Vagabond Rep:             | Greg Thompson/ Cell: 407-226-9088   |
| Total Due:                | \$7200.00   |
| Deposit:                  | \$3600.00 (Non-refundable) Due upon receipt.  |
| Balance:                  | \$3600 due by 12.19, 2025   |
| Special Instructions:     | Client MUST provide acceptable, air-conditioned dressing area/break area. NOT to be a public restroom. Please provide two parking spots. Client to provide bottled water. Santa is to be allowed appropriate breaks.<br>Initial: _____<br>Check should be made payable to: Vagabond Productions |

It is understood that the Artist(s) executes this agreement as an independent contractor and not as an employee. As an independent contractor, Artist(s) assumes all responsibility for withholding tax, social security, state tax, public liability, and workman's compensation insurance. Client is responsible for paying 100% of contract if client cancels less than 7 days prior to the event. Client must contact GREG M THOMPSON during the event should overtime become necessary. Client must sign and return this agreement back to The Santa Company (aka Vagabond Productions) within **48 hours** upon receipt for current rates to apply. The performance of the Agreement by either party is subject to "Force Majeure" defined as acts of God, war, acts of terrorism, government regulations, disaster, strikes, labor disputes, (except those involving the employees, personnel, or agents of the party seeking the protection of this clause), civil disorder, curtailment of transportation facilities, or any other emergency or cause that is beyond the reasonable control of the affected party making it illegal, impractical, or inadvisable to provide the services, hold the Program, or otherwise fulfill the obligations of the Agreement. In the event of a Force Majeure event, the Agreement may be terminated by written notice from one party to the other without cancellation fees or other penalties and the return of any prepaid deposits.

x \_\_\_\_\_  
Rep.

x \_\_\_\_\_  
Date



Greg M Thompson-Vagabond Productions  
5.13.2025  
Date



Talon Berrios  
8609 Cavendish Dr.  
Kissimmee, Fl. 34747  
497-927-8888  
Jackberrios102514@icloud.com

City of Orlando  
400 S. Orange Ave  
Orlando, Fl. 38201  
407-819-4528

## GRINCH Meet & Greet

*Hiring Date for Set Up: Nov. 29th & 29th*

*Grinch Appearance : 5th, 6th, 7th, 12th, 13th,  
14th, 19th, 20th, 21st. TIMES: 5:30 to 9:30*

*The Grinch will appear with Martha May Whovier*

*For a special photo session inside of the Grinches Lair*

*The Grinch will Meet & Greet with everyone and take  
pictures with everyone while being his Grinchy self.*

Talon Berrios





# INVOICE

# 329

**Talon Berrios**

8609 cavendish dr,  
Kissimmee fl 34747  
407-927-8888

**Bill To:**

**City of Orlando**

• 400 S Orange Ave.  
• Orlando, FL 38201

Date: Mar 29, 2025

Payment Terms: Check

Due Date: Dec 29, 2025

**Balance Due: \$8,000.00**

| Item                                  | Quantity | Rate       | Amount     |
|---------------------------------------|----------|------------|------------|
| Grinch service for the holiday season | 1        | \$9,500.00 | \$9,500.00 |

Subtotal: \$9,500.00

Tax (0%): \$0.00

Total: \$9,500.00

**Notes:**

The payment covered the cost of the following.

The services of the grinch 5,500

Services of Martha may (assistant 1) 1500

Supplies such as furniture and accesories to decorate the grinch's lair 1000

Set up fee 500

And second additional helper for the month 1000

1500 due to start being able to get the items needed for decoration

And the remaining 8000 will be paid via check in December of 2025