



## Food Vendor Application Form

Revocable License to Vend Products for  
Prime Concessions, LLC

Asian Culture Festival  
May 30 & 31, 2026  
Tropical Park

**VENDORS:** You must have all licenses and permits to operate in Florida, Miami-Dade County, and the City of Miami in order to be considered for one of the locations. In addition, submitting this application does not constitute acceptance of your company as a vendor. We have a review process and will advise each vendor of their status. **ABSOLUTELY NO ALCOHOL SALES AND ALL WATER, SODA, AND ICE MUST BE PURCHASED FROM PRIME CONCESSIONS.**

Company			
Food Description			
Primary Contact	Cell	Email	
Website/Socials			
Address	City	ST	ZIP
<b>RETAIL FOOD VENDOR</b>		<b>CREDIT CARD PAYMENT</b>	
Setup: Date & Times: Thursday May 28, 2026 – 8am-8pm <b>Inspection: Friday May 29, 10:00am</b> Event Date(s): May 30 & 31, 2026 - Must be a Tent, Food Truck or trailer. - Must sell festival water/soda ONLY - Must have proper licenses and fire suppression.  10x10 Space/ Food Truck _____ x \$900 = \$ _____  6' Food Carts _____ x \$600= \$ _____  Electrical: Single 20-Amp Circuit _____ x \$120= \$ _____  Waste & Janitorial Fee _____ x \$90= \$ _____  Total Due \$ _____ <span style="font-size: small;">**Taxes and Fees Included**</span>  <b>APPLICATIONS ARE NOT VALID UNTIL APPROVED AND CONFIRMED BY PRIME CONCESSIONS, LLC</b>		Name on Card: _____ Card Number: _____ Security Code: _____ Expiration: _____ Billing Zip Code: _____ Signature: _____ <i>By signing, you agree to the charges of this vendor application.</i>  <b><u>You will NOT be billed unless you are approved.</u></b>  <b>EXCEPT AS EXPRESSLY OTHERWISE STATED HEREIN, THERE ARE NO REFUNDS ON ANY PAYMENTS MADE TO PRIME CONCESSIONS, LLC.</b>	
<b>MENU &amp; PRICING</b>			
-Limited slots available -Send proposed menu to: ops@primeconcessions.com -Must be pre-approved by festival		BY COMPLETING AND SUBMITTING THIS VENDOR FORM, VENDOR ACKNOWLEDGES THAT IT HAS RECEIVED, READ, ACCEPTED, AND FULLY AGREES TO ABIDE BY THE VENDOR LICENSE TERMS AND CONDITIONS, INCLUSIVE OF ANY EXHIBITS, IMMEDIATELY SET FORTH BELOW.  Vendor: _____ Contact Name: _____ Signature: _____	
<b>OFFICE USE ONLY</b>			
APPROVED: Y [ ] N [ ] LOCATION: _____ PC LLC: _____ BOOTH NUMBER: _____			

## TERMS AND CONDITIONS

Prime Concessions, LLC (“**Organizer**”) hereby grants to Vendor, subject to these terms and conditions, a revocable license (“**License**”) to vend authorized products at the Event at the location designated by Organizer during the License Term (as defined below), unless earlier terminated by Organizer pursuant to these terms and conditions. Organizer and Vendor may be individually referred to as “**Party**” or collectively as “**Parties**” herein.

**Event:** Asian Culture Festival (“**Event**”) is scheduled to take place on **Event Date:** May 30-31, 2026, subject to any rescheduling deemed appropriate by Organizer in its sole discretion, at **Venue:** Tropical Park. Organizer reserves the right, in its sole discretion, to modify the dates and/or locations of the Event and assets, and the right to discontinue certain assets under this Agreement (provided such changes shall be uniformly applied to all Event exhibitors)

**License Fee:** In consideration for the grant of the License, Vendor shall pay to Organizer a fee in the amount set forth on the application page above (“**License Fee**”).

**License Duration:** This License to vend is valid **Event Date:** February 14-16, 2026, unless earlier terminated by Organizer (the “**License Term**”).

**Permitted Use:** Vendor agrees to comply with all rules and regulations required and imposed by the Organizer and/or the venue. Failure to comply may result in the denial of the Vendor’s participation in the Event. This License solely authorizes Vendor to use the Vendor Space (as defined below) during the License Term and for no other purpose. Vendor shall not permit its Vendor Space (as defined below), or the Park, or any part thereof to be used in any manner, or anything to be done therein, or permit anything to be brought into or kept therein, which would in any way (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the facilities or Park or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the facilities or Park; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the facilities or Park or the proper and economic functioning of any other common service facility or common utility of the facilities or Park; (vi) impair or interfere with the physical convenience of any of the occupants of the facilities or Park; or (vii) violate any provisions of the Venue General Plan or Article 7 of the Miami-Dade Home Rule Charter.

**Vendor Obligations.** Vendor will follow all operational guidelines on-site with regard to load/in, open and closing times, waste disposal, recycling, fire safety, propane usage, food safety (if applicable), and all other Event regulations as outlined in the License and the Vendor Information Packet; all as possibly amended per written notification from Organizer. Additionally, Vendor agrees to follow any and all written or verbal instructions of Organizer during the Event. Vendor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and codes, including, without limitation, environmental, antidiscrimination, labor, and safety standards, the Land and Water Conservation Fund Act, and the Americans with Disabilities Act (collectively, the “**Applicable Laws**”), as well as all rules, policies, and directives of the County and Organizer. Vendor will also follow all operational guidelines on-site with

regard to load-in, open and closing times, waste disposal, recycling, fire safety, propane usage, food safety (if applicable), and all other Event regulations as outlined in the License and the Vendor Information Packet, as the same may be amended from time to time by written notification from Organizer. Additionally, Vendor agrees to comply with any and all written or verbal instructions of Organizer during the Event.

Without limiting the foregoing, Vendor shall comply with the rules and regulations specifically set forth in Exhibit A attached hereto and incorporated herein by reference (the “**Event Rules**”). The Event Rules may be updated from time to time by Organizer or the County, and Vendor shall be bound by any such updates provided in writing. Failure by Vendor, its employees, agents, contractors, vendors, or invitees to comply with any Applicable Laws or the Event Rules shall constitute a material breach of this License.

**Vendor Credentials.** Vendor credentials will be issued to Vendor at load-in. Additional Vendor passes may be purchased from Organizer for One Hundred Sixty-Nine United States Dollars (USD \$169.00) each subject to availability.

**Hours of Operation.** The Event’s hours of operation will be as designated by Organizer in its sole discretion (“**Hours of Operation**”). Vendor agrees to maintain the Vendor Space open and attended to by its representatives for all Hours of Operation and shall not break down or load-out until the Load Out Date (as defined below). Vendor’s failure to be open during the Hours of Operation and/or Vendor breaking down or loading out prior to the Load-Out Date, shall constitute a material breach of this License and Organizer may, at its sole option, terminate this License effective immediately, require the Vendor to discontinue use of the Vendor Space, require the Vendor to remove all of Vendor’s property from the Event premises, and retain any payments made by Vendor.

**Vending Space and Location.** At the designated Load-in Time, Organizer will assign Vendor a location at the Event site (“**Vendor Space**”). Exact Vendor booth placement is at the discretion of Organizer. Vendor is responsible for bringing its own tent(s). If Vendor requires additional space, arrangements must be made and permission secured from Organizer in advance of set-up. Vendors will be charged an additional fee for any additional space required by Vendor. If Vendor wishes to have an exclusive item at the Event, Vendor must discuss this possibility with Organizer by 1 month prior to event. All inquiries will be reviewed for approval.

**Load-In/Load-Out.** Vendor check-in is [REDACTED], with specific load-in times to be provided to Vendor (“**Load-in Time**”). All Vendors will be set up by the earlier of: one (1) hour before City Inspections, at 5:00PM. Vendor must fully vacate the Event site (i.e., removal of all food, product, equipment, and supplies) no later than 5:00PM [REDACTED] (“**Load-out Time**”). Vendor hereby acknowledges and agrees that the Load-in Time and Load-out Time are subject to change, as determined in the reasonable discretion of Organizer with respect to the safety and overall condition of the Park prior to and/or following the Event; any such changes in the Load-in Time and/or Load-out Time shall be promptly communicated by Organizer to Vendor.

Upon the expiration of the License Term or the termination of this License for any reason whatsoever prior to the expiration of the License Term, Vendor shall immediately quit and surrender the Vendor Space to Organizer. Upon such quitting and surrender, the Vendor Space shall be in the same condition as at the Load-in Time and in good order. Vendor shall remove any goods or chattels brought onto or permitted by Organizer to be brought onto the property. Without limiting any other remedies available to Organizer, if Vendor fails to comply with the provisions of this paragraph, Vendor shall pay to Organizer all costs and expenses incurred by Organizer in the removal or storage of such goods or chattels, which removal and/or storage shall be at Vendor's sole risk. Nothing in this Section shall in any way be construed to limit Organizer's right to recover all actual damages incurred in the event Vendor fails to quit and surrender the Vendor Space on or before the Load-out Time (including without limitation damages incurred if any subsequent scheduled event is delayed or cancelled). a.

IN ADDITION TO ANY OTHER INDEMNIFICATION REQUIREMENTS SET FORTH HEREIN, VENDOR SHALL INDEMNIFY, DEFEND, BE SOLELY LIABLE FOR AND HOLD, WAIVE AND RELEASE THE ORGANIZER PARTIES (AS DEFINED BELOW), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, INJURIES OR LOSSES ARISING OUT OF THE INSTALLATION, OPERATION AND REMOVAL OF OR IN ANY MANNER RELATED TO THE BOOTH SPACE.

**Electricity.** Electric power is by separate application with a vendor providing it. No halogen lights are permitted and electric must be UL tested.

**No Alterations or Improvements.** Vendor shall not: (i) display or erect any lettering, signs, pictures, notices or advertisements upon any part of the Park; (ii) make any alterations or improvements in or to the Park; or (iii) paint, drill into or in any way mar or deface any part of the Park.

**Maintenance & Clean-Up.** Vendor shall keep its Vendor Space and the Park in an orderly condition and cause all refuse and debris to be properly discarded. Vendor shall pay Organizer a fee in the amount of Three Hundred Fifty United States Dollars (USD \$350.00) per booth location as a clean-up fee ("Clean-Up Fee") to ensure Vendor's compliance with the clean-up of its Vendor Space upon break down. The Clean-Up Fee amount is separate from the License Fee. All waste materials must be disposed of properly after the Event's completion before leaving the site.

**Insurance.** Vendor will comply with the insurance requirements set forth in Exhibit B attached hereto and incorporated herein by this reference.

Certificates and additional insured endorsements for all such insurance, naming the additional insureds as enumerated in Exhibit B, shall be delivered to Organizer at least thirty (30) days prior to the delivery of goods and services. Please have certificates of insurance and additional insured endorsements sent to Diego De Abreu e-mail to: diego@liveconcession.com, or such other person as Organizer may direct in writing. Vendor shall not enter the Event site until an appropriate insurance certificate **and** additional insured (AI) endorsement have been issued to Organizer.

Notwithstanding anything to the contrary herein, Vendor shall be responsible, at its own cost and expense, for insuring Vendor's own business and personal property, inclusive of any equipment, gear, or vehicles that Vendor brings on site. Organizer shall not be responsible for the theft or damage to any Vendor personal property, equipment, gear, or vehicles unless such theft or damage is directly caused by Organizer.

Vendor shall carry such other insurance as may be required by Organizer and/or the County.

**Liability and Indemnification.** Notwithstanding any other provision contained in this License, Vendor agrees to indemnify and hold harmless Organizer, the other Organizer Additional Insureds, and each of them, as set forth above, from and against any and all losses, costs, claims, damages, injury, or liability of any kind or nature whatsoever, whether to persons or to property, caused by Vendor and/or its employees, agents, guests, or subcontractors, arising from and/or in connection with the business activities of Vendor under this License or any agreement between Vendor and Organizer and/or arising from, or related to: (i) Vendor's involvement with the Event, including, but not limited to, the set-up, operation, and dismantling of any goods and/or services sold or furnished by Vendor under this License with Organizer, and the use of any materials or services supplied by Vendor, including, but not limited to, any signage, banners, names, trademarks, service marks, trade-names, or logos, and (ii) any claim or action of any kind including, but not limited to, any claim or action for personal injury or property damage in respect of any material, product, or service offered or supplied by Vendor with respect to the Event. All of the rights to indemnity hereunder shall survive termination of any agreement between Organizer and Vendor. The indemnity obligations of this License shall be effective whether or not there is insurance coverage for an indemnifiable claim.

**Permits and Licenses.** The Vendor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, including, without limitation, building permits and business licenses, and comply with all building code requirements applicable to the Event. Damages, penalties, and/or fines imposed on the County or Organizer due to Vendor's failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Vendor. Vendor is required to provide Organizer with a valid Federal I.D. number (EIN or SSN) upon submission of its application for this License. Sales tax will be collected on the property by Vendor.

**Items and Pricing.** Vendor shall provide Organizer with a list of all items intended for sale and pricing. Vendor shall only vend these items listed on the attached schedule, and Vendor shall maintain such pricing during the course of the Event. Vendor must submit pictures of items to be sold and a picture or slide of its proposed booth set-up. Booth space must be clean, neat, and structurally sound. Vendor is not permitted to sell any authorized or unauthorized ("bootleg") merchandise. Vendor is not authorized to use the name or logo of "PRIME CONCESSIONS, LLC" "ASIAN CULTURE FESTIVAL", or use names or likenesses of any Event performers in or on any unauthorized merchandise or advertising, without prior written permission. Vendor will not advertise or giveaway any free products.

**Inventory Check.** Vendor shall permit Organizer or its authorized representatives to inspect Vendor's inventory each day or verify the type of product sold during that day. Unauthorized products may be confiscated or discarded as waste by Organizer and Vendor's License revoked.

**No Alcohol or Contraband.** Vendors are prohibited from selling alcoholic beverages of any kind. Vendor is prohibited from bringing any contraband onto the Event site or vending contraband at the Event. For purposes of this paragraph, contraband includes, but is not limited to: drugs and drug paraphernalia (including glass pipes), nitrous oxide, firearms, weapons, alcohol, sky lanterns, and any item which Vendor would be prohibited by law to possess or bring to the Event site or which is prohibited by the Event's rules. If Vendor violates this provision, this License will be summarily revoked and Vendor will be immediately removed from the Event site. Each Vendor may be searched upon arrival to ensure no nitrous oxide tanks or other contraband is brought on site.

**Sharing of Event Locations.** Vendor is strictly prohibited from sharing its vending location with any other Vendor unless previously approved by Organizer, and from vending at any other location other than the location assigned to Vendor.

**Handling of Money, Food, or Property.** Vendor is solely responsible for the handling and security of money, food, or property that is in Vendor's possession during the Event. Neither Organizer; nor does any entity affiliated with any of the aforementioned have any obligation, duty, or responsibility to protect money, food, or property in Vendor's possession or to provide Vendor with any safe location for the deposit of Vendor's money, food, or property.

**Taxes.** Vendor has sole responsibility for collection and payment of any applicable Sales Taxes. Organizer does not assume responsibility for the collection of said taxes. Vendor shall hold Organizer harmless in any action regarding failure to do so.

**Standard of Quality and Professionalism.** Vendor agrees to keep its vending location attractive and professional, and to treat all Event staff and personnel in a courteous and professional manner. Organizer prefers that all vended goods be recyclable and compostable. All fabrics and decorative materials used for decorations or coverage are subject to approval by Organizer and shall be flame retardant and comply with all fire codes. All equipment used by Vendor shall be in good working order, and shall comply with all electrical and fire code requirements. Vendors (including any food trucks) are not permitted to operate a generator on-site. Vendor is required to keep a working, charged fire extinguisher in its booth at all times.

**Violations.** In the event that Vendor violates any of the terms and conditions of his License, Organizer may, in its sole discretion, give Vendor the opportunity to cure such violation or immediately revoke this License. In the event that Vendor's License is revoked, Vendor shall not be entitled to a return of any fees paid to Organizer.

**No Interest Created.** This License creates no tenancy, present interest, or any other estate in favor of Vendor with respect to the Event site of Vendor's assigned vending location.

**Cancellation.** In the event that the Event is cancelled in its entirety by no fault of Vendor, any monies paid to Organizer by Vendor will be refunded within thirty (30) days of the cancellation date. The Event will proceed rain or shine, however, and unless safety is jeopardized due to weather, weather shall not serve as a cancellation event for purposes of this paragraph. Organizer does not guarantee the revenues of Vendor for its services at the Event. Organizer is not bound to refund any Vendor fees for a partial cancellation. The terms of this paragraph shall not affect any event cancellation insurance that may be procured by Organizer or a related entity.

**Survival of Covenants and Remedies.** The agreements and covenants made by Vendor herein shall survive the termination of this License. Each such agreement and covenant by Vendor shall be construed as a covenant and agreement independent of any other provision herein and the existence of any claim or cause of action by Vendor against Organizer shall not constitute a defense to the enforcement of the provisions of any such covenant or agreement.

**Invalidity.** It is the desire and intent of the Parties that the provisions of this License be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any one or more of the provisions of this License or in any other instrument referred to herein shall be held in any jurisdiction or as to any person to be invalid, prohibited, illegal, or unenforceable for any reason, in any respect, such provision or instrument as to such jurisdiction or as to such person, shall be ineffective, without invalidating the remaining provisions of this License or such instruments or affecting the validity or enforceability of such provision or instrument in any other jurisdiction or as to any other person. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited, or unenforceable in such jurisdiction or as to such person, it shall, as to such jurisdiction or person, be so narrowly drawn, without invalidating the remaining provisions of this License or affecting the validity or enforceability of such provision in any other jurisdiction or as to any other person.

**Entire Agreement; Amendments and Waivers.** This License, together with all exhibits, deal memos, and schedules hereto, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. The Parties waive the right to amend this License by any means other than a writing signed by all Parties. No waiver of any of the provisions of this License shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

No failure or delay on the part of any Party hereunder in the exercise of any power, right, or privilege hereunder shall impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise thereof or any other right, power, or privilege preclude another or further exercise thereof or of any other power, right, or privilege. All rights and remedies existing under this License are cumulative to and not exclusive of any rights or remedies otherwise available.

No notice to or demand on a Party in any case shall entitle such Party to any further notice or demand in similar or other circumstances unless expressly provided herein.

**Binding Effect.** This License shall inure to the benefit of and be binding upon the Parties hereto, their representatives, heirs, assigns, and successors in interest.

**Publicity.** Vendor hereby grants Organizer the right to use Vendor's store name, likeness, image, and biography in connection with advertising, marketing, promotion, sale, and distribution of tickets to the Event for which Vendor has agreed to participate.

**Assignment.** This License provides for the performance of personal services by Vendor and Vendor may not assign this License or any of its interest hereunder or delegate any duty or responsibility incurred by it hereunder to another without the prior written permission of Organizer.

**Relationship of Parties Being Independent Vendor.** It is acknowledged and agreed that Vendor shall at all times be an independent Vendor, rather than an employee, co-venturer, agent, partner, or representative of Organizer. In accordance with this independent Vendor status, Vendor shall have no authority to act for or on behalf of Organizer or to bind Organizer without its express written consent. It is understood that Organizer does not agree to use Vendor exclusively. It is further understood that Vendor is free to perform similar services for others while under contract with Organizer, so long as Vendor is able to perform the obligations under the License.

All services to be rendered by Vendor hereunder shall be in accordance with the highest professional standards and in a diligent, competent, efficient, and faithful manner commensurate with the responsibilities involved.

Vendor understands that (i) Vendor shall not be considered as having employee status for the purpose of any employee benefit plan applicable to Organizer's employees generally; (ii) Organizer is not required to provide Vendor with workers' compensation; and (iii) Vendor is responsible for Vendor's federal and state income, social security, unemployment, and disability taxes and any governmental assessment with respect thereto, and shall indemnify Organizer with regard to responsibility for the same.

**Confidentiality.** In connection with its services, Vendor may have access to and become acquainted with various trade secrets and proprietary or confidential information consisting of, without limitation, business practices, revenue and income amounts, and information related to the development of costs, financing, management, marketing policies, and/or plans of Organizer and/or other Organizer Additional Insureds ("Confidential Information"). The confidentiality of all of the Confidential Information is vital to Organizer and/or the other Organizer Additional Insureds, and Vendor acknowledges that any publication or use by a third-party of the Confidential Information, or any other items which are the exclusive property of Organizer and/or the other Organizer Additional Insureds, excepting those items that Organizer and/or the other Organizer Additional Insureds, has made public, will cause irreparable harm to Organizer and/or the other Organizer Additional Insureds and that money damages alone would not be an adequate remedy for any breach or attempted breach of this

clause of this License. Accordingly, Vendor agrees that it will maintain the utmost confidentiality of the Confidential Information, and Organizer and the other Organizer Additional Insureds are expressly given the right to seek injunctive or other equitable relief for any such breach or attempted breach of confidentiality, in addition to any other legal or equitable remedies that may be available to them. Vendor hereby acknowledges that the restrictions contained in this clause of this License are, in view of value of the Confidential Information being protected, reasonable and necessary to protect legitimate proprietary interests of Organizer and/or the other Organizer Additional Insureds and that any violation of this clause would cause irreparable harm for which Organizer and/or the other Organizer Additional Insureds cannot be fully compensated by money damages alone.

**Non-Compete. Non-Circumvent Provisions.** The Vendor hereby agrees that during the course of the License and for a period of two (2) years immediately following the expiration or termination of the License for any or no reason, the Vendor will not compete with Organizer, and/or its affiliates and subsidiaries and/or any of their respective successors and assigns, without the prior written consent of Organizer. The term "not compete" as used herein shall mean that the Vendor shall not, without the prior written consent of Organizer, (i) solicit or divert any business or any customer from Organizer or assist any person, firm or corporation in doing so or attempting to do so, and ii) serve as a partner, owner, employee, consultant, officer, director, manager, agent, investor, lender, or otherwise affiliate with, any business in competition with or otherwise similar to Organizer's business. This provision shall cover all the states of the United States of America.

**Property of Organizer.** All files, records, documents, reports, audits, projections, and similar items relating to the business of Organizer, whether prepared by Vendor or otherwise coming into Vendor's possession, shall remain the exclusive property of Organizer. On the termination of this License and whenever requested by Organizer, Vendor shall immediately deliver to Organizer all property in his possession or under his control belonging to Organizer, in good condition, ordinary wear and tear and damage caused by any cause beyond reasonable control of Vendor excepted. Vendor and Organizer alike shall have the right to create and/or use a reasonable amount, including without limitation, photographs and video footage that feature Vendor, his work product and designs in conjunction with this License hereunder and utilize such content solely for promotional purposes to attract customers on its website(s), demo reel(s), and other media where it customarily promotes its services, and to accurately publicize its work hereunder. Vendor agrees to indemnify Organizer in "Indemnity", for any intellectual property claims or damages brought by third-parties arising from such uses.

**Product Delivery; Equipment Pick-up.** Should Vendor have product or equipment delivery within its scope of work, such delivery must be done of the quality, quantity, and per the time advanced in the Event production schedule. Absent a force majeure event, Organizer reserves, in its sole discretion, the right to reject any product or equipment delivery that does not conform in terms of quality, quantity, or delivery time. Organizer further reserves all equitable and legal remedies available to it with request to non-conforming products or services described above.

Product and equipment pick-up from the Event site is per schedule

advanced by Organizer. If Vendor's product and/or equipment is not picked-up from the Event site per the schedule advanced by Organizer, then, absent a force majeure event, Vendor shall be responsible for payment of any additional fees and costs incurred by Organizer for such delay, e.g., additional property/venue rental charges.

**Trademarks.** Each Party agrees that it has no right, title, or interest in or to any trademark, trade name, slogan, logo, or other identification of that Party (except the right to use the same in accordance with the terms and conditions of this License) (collectively, the "Trademark Properties"), and further agrees that any such Trademark Properties are and shall remain the sole property of their respective owner. Any goodwill engendered by either Party's use of one or more of the other's Trademark Properties in accordance with the terms and conditions of this License shall inure solely to the owner of those Trademark Properties. Neither Party shall challenge in any forum the validity of the other's Trademark Properties. Neither Party shall acquire or attempt to acquire any rights (common law, statutory, or otherwise) in and to any trademark, trade name, slogan, logo, or other identification that is similar to, and/or likely to cause consumer confusion with, any of the other Party's Trademark Properties.

**Force Majeure.** The Parties shall not be liable to one another for any failure to perform as required under this License if such failure is due to any Act of God such as fire, earthquake or natural disaster, war, terrorism, rebellion, insurrection, epidemic/pandemic conditions, civil war, military action, government regulation, black-out, strike, or otherwise beyond the Parties' reasonable anticipation or control. Furthermore, and notwithstanding the foregoing, if a Event is cancelled by reason of force majeure, and such cancelled Event is not rescheduled, then Vendor shall refund to Organizer any monies already paid by

Organizer that are related to services or deliverables that are not provided prior to such cancellation or that relate to costs that were not actually incurred by Vendor prior to the date of cancellation.

**Independent Counsel.** The Parties hereto represent that they have had the opportunity to obtain independent legal counsel before entering this License.

**Further Document.** The Parties agree that if any other provisions or agreements are necessary to enforce the intent of this document, that both Parties will execute the same upon request.

**Dispute and Choice of Law.** All claims and disputes arising under or relating to this License are to be settled if not successful by negotiation between the Parties, by filing a claim in the courts of Miami-Dade County, Florida. This License between Organizer and Vendor shall be governed and construed in accordance with the laws of the State of Florida, with Miami-Dade County, Florida serving as venue.

**Return of Premises.** Upon the conclusion of the Event, Vendor shall surrender the Premises in the same condition as received, free from hazards and clear of all debris. Vendor shall remove all of its property from the Premises and shall repair at its sole cost any damage to the Premises caused by such removal, subject to pre-approval by Organizer.

**Headings.** The paragraph headings utilized herein are for convenience only, and the same shall not affect the construction of any provision contained herein.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by their respective authorized representatives as of the date set forth below.

ORGANIZER:

Prime Concessions LLC

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

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

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

VENDOR:

**[INSERT NAME OF PROVIDER]**

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

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

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

## EXHIBIT A

### VENDOR RULES & REGULATIONS

#### **NONDISCRIMINATION**

Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

#### **VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)**

Vendor shall comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." Vendor must: (a) register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Vendor; and provide an affidavit attesting that the Vendor does not employ, contract with, or subcontract with, unauthorized aliens. Vendor shall maintain copies of any such affidavits for duration of the License Term. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If the Organizer has a good faith belief that Vendor has knowingly violated Section 448.09(1) or 448.095, Florida Statutes, then Organizer shall terminate this License upon receipt of notice from Miami-Dade County (the "County") of such violation by Vendor in accordance with Section 448.095(5)(c), Florida Statutes.

#### **SHANNON MELENDI ACT**

Vendor shall comply with Miami-Dade County Ordinance No. 08-07, Chapter 26, "Miami-Dade County Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act". Vendor must ensure that all management, staff, and volunteers:

- Have had nationwide criminal background checks conducted by a Professional Background Screener.
- Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry.
- Have been verified as being United States Citizens or having legal immigrant status employment.
- Complete an affidavit affirming that no services or volunteer duties will be performed on Park property owned or operated by Miami-Dade County in violation of this Ordinance and that an arrest will be reported to the Organizer within forty-eight (48) hours of such arrest in the form attached to this License as Schedule 1.
- Wear picture identification at all times while on County property and when in direct contact with patrons and the general public.
- Retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the end of the contract term. The Vendor shall provide the County with access to these records upon request.

#### **POLYSTYRENE PRODUCTS BAN**

Vendor shall comply with Ordinance 16-58 – Polystyrene Products Ban. Ordinance 16-58 amended Chapter 26 of the Code of Miami-Dade County adding Rule 36 that bans polystyrene (also known as Styrofoam) in the Park under many circumstances. A polystyrene article is defined as plates, bowls, cups, utensils, cutlery, tableware, containers, lids, trays, coolers, ice chests, bags, boxes, wrappings, bottles, and all similar articles that consist of polystyrene.

#### **PUBLIC SAFETY**

**Regard for Public Safety:** Vendor will at all times conduct activities with full regard to public safety, and will observe and abide by all applicable regulations, requests by duly authorized governmental agencies responsible for public safety and with Organizer's regulations and requests established or made to assure such safety. Organizer has the right at all times to take such steps as it deems necessary to ensure public safety.

**Hazards:** Vendor will not cause, or permit, to be brought into the Park, or used, stored, generated on, and/or transported to or from the Park, any material, substance, equipment, or object (each a "**Hazardous Material**") that is likely to endanger the life of, or cause bodily injury to, any person in the Park or that is likely to constitute a hazard to any property. Hazardous Materials include, but not limited to, pyrotechnic devices, weapons of all kind, and any substance included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", and/or "solid waste" in any state or federal environmental law.

Vendor may only bring a Hazardous Material into the Park with the prior express written consent of Organizer, which consent Organizer may refuse to allow such material, substance, equipment, or object to be brought into the Park for any reason or for no reason. If Hazardous Material is found in the Park without appropriate consent from Organizer, Organizer will have the right to require Vendor to immediately remove such Hazardous Material from the Park.

**Evacuation:**

Organizer will have the exclusive right to determine when and if it is necessary to evacuate the Park for whatever reason. If such evacuation occurs and results in cancellation of the Event, Organizer is hereby released by Vendor from any damages caused thereby and Vendor hereby waives any claim against Organizer for damages or compensation by reason of such termination.

**GENERAL VENDOR RULES**

1. Vendor is prohibited from the sale of any alcoholic beverages.
2. Anyone caught selling other products not approved by Organizer will be expelled from the venue.
3. The Event logo is property of Organizer. The utilization of this logo is prohibited. The merchandise of any person or entity that fails to comply with these rules shall be subject to confiscation.
4. Vendors must restrict their sales to the Vendor Space assigned by Event management.
5. All vendors must remain stationary in the area allocated to the vendor by Event management throughout the Event.
6. Event management may reassign vendor locations anytime during the Event at their discretion.
7. Vendors are responsible for maintaining their work and surrounding area clean at all times. At the end of every night, vendors are responsible for cleaning their area, any person or entity that fails to comply with these rules shall be subject to financial fine and expulsion.
8. All vendors will be provided with their own tent to be placed in their assigned space.
9. Vendors must be completely set up by assigned date and time. No vehicles will be permitted to park inside the Event space.
10. Vendors must be fully stocked and ready to operate (1) hour prior to Event opening.
11. Vendors must run their concessions on all Event days.
12. All vendors must bag their trash in durable plastic trash bags, secure them and dispose of in designated areas.
13. **VENDORS WHO WILL BE COOKING ARE REQUIRED TO:**
  - a. Maintain a 5-pound fire extinguisher class A or D rating on-site at all times. This unit must be in operating condition and will be inspected by the fire inspector. You must have your extinguisher on site or management can automatically shut down your site.
  - b. Cooking equipment must be placed in the rear of your booth or site, away from the pathway of the general public, unless Vendor is in a self-contained trailer or unit. No Cooking equipment will be permitted in a tented booth or canopy. Equipment must be protected with barricades to avoid contact with public as required by law.
  - c. All electrical cords must be protected to avoid any hazardous conditions to the general public. All electrical connections must meet all the local code requirements.
  - d. If Vendor is cooking with charcoal, you are responsible to water the charcoal and make sure that it is completely turned off prior to discarding.
  - e. Vendor must follow and abide by the Miami-Dade County, and Florida State food regulations set forth by the Health Department and Division of Food Safety.

**SCHEDULE 1**

**MIAMI-DADE PARK AND RECREATION DEPARTMENT AFFIDAVIT  
PURSUANT TO MIAMI-DADE COUNTY CODE CHAPTER 26, ARTICLE III; THE SHANNON MELENDI ACT**

1. This affidavit is submitted to the Miami-Dade County Park and Recreation Department, (the “Department”) by:  
\_\_\_\_\_, for  
(Print individual’s name and title)  
\_\_\_\_\_  
(Print name of entity submitting compliance statement)  
whose business address is \_\_\_\_\_  
and its Federal Employer Identification Number (FEIN/SSN) \_\_\_\_\_
2. I, am duly authorized to make this affidavit on behalf of:  
\_\_\_\_\_  
(Print individual’s name and title) \_\_\_\_\_  
(Print name of entity submitting affidavit)
3. I understand that on January 10, 2008, the Miami-Dade County Commission passed and adopted Ordinance No. 08-07, which amended Miami-Dade County Code, Chapter 26, Article III, and the Shannon Melendi Act.
4. I understand and can attest to the my organization/agency/firm’s compliance with this Ordinance and that;
  - A. Employers of child event workers, employers of park vendors, Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. In addition, prior to employing or allowing to volunteer a person whose duties would require physical presence on park property owned or operated by Miami-Dade County, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers. My organization/agency/firm has conducted the nationwide criminal background checks through a **Professional Background Screener** and has obtained a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the **National Sex Offender Public Registry**, and a comprehensive report and analysis, obtained from no less than **two independent databases/sources**, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.
  - B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by Miami-Dade County every year thereafter.
  - C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:
    1. Has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
    2. Has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
    3. Has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
    4. Is a sexual offender or a sexual predator; or
    5. Has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States, shall be prohibited from working or volunteering on park property owned or operated by Miami-Dade County. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by Miami-Dade County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.
  - D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 26-38.C. and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall, upon request, provide copies of these documents to Miami-Dade County or to any law enforcement personnel with jurisdiction.
  - E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an **identification badge that contains his/her photograph and full name** while working or volunteering on park property owned or operated by Miami-Dade County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Miami-Dade Park and Recreation Department.
5. I understand that the following Penalties and Enforcement shall take place for a violation of any provision of the ordinance.
  - a. It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned or operated by Miami-Dade County in violation of Section 26-38.

- b. It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by Miami-Dade County in violation of Section 26-38.
  - c. Any person who shall violate a provision of Section 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.
  - d. Any person who violates or fails to comply with Section 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this Code. Each day of violation or noncompliance shall constitute a separate offense.
6. I understand that any costs or fees associated with the required background screening will be borne by my organization/agency/firm.
7. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this affidavit. I further certify that this statement is being given knowingly and voluntarily by me on behalf of the company.
- The organization/agency/firm submitting this affidavit recognizes and acknowledges that it's subject to the provisions of Code of Miami-Dade County, Chapter 26, Article III, the Shannon Melendi Act and agrees to comply therewith.

\_\_\_\_\_ (Signature)  
 Date \_\_\_\_\_ Title \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_

by \_\_\_\_\_ He/She is personally known to me or has  
 presented \_\_\_\_\_ as identification.  
 (Type of Identification)

\_\_\_\_\_  
 (Signature of Notary) \_\_\_\_\_ (Serial Number)  
 \_\_\_\_\_ (Print or Stamp Name of Notary) \_\_\_\_\_ (Expiration Date)

Notary Public \_\_\_\_\_ Notary Seal

## EXHIBIT B

### INSURANCE REQUIREMENTS

All Vendors are required to adhere to the Insurance guidelines as stated on the License for **EVENT NAME: Asian Culture Festival**. Coverage must be in effect during the entire Event, including move-in and move-out. We suggest you include the full shipment period to and from your facility. The Event Helper is available to Vendors not otherwise covered by their own policies. For a temporary, low-cost option please check <https://www.theeventhelper.com>

Vendor shall, as its expense, obtain the following insurance policies with insurance companies acceptable with a best rating of "A-1x" or better, for such length of time as is necessary to cover all claims arising in connection with the License.

A certificate of Insurance and Workman's Compensation including the below entities as additionally insured are due back to Organizer no later than Monday, February 9, 2026.

1. Worker's Compensation Insurance, including occupational diseases Coverage A statutory, including broad form all states endorsement Employer's Liability Coverage B - \$1,000,000 limit. Vendor, at its expense, shall cause its Worker's Compensation carrier to waive insurer's right of subrogation with respect to Prime Concessions, LLC; and its parents, subsidiaries, and affiliated entities directors, officers, employees, and agents to the extent described herein.
2. Comprehensive General Liability Insurance written on 11/98 ISO occurrence form or broader with no additional exclusions and including products liability, completed operations, blanket contractual liability, bodily injury, personal injury, broad form property damage, third party property damage, that shall be primary, not contributing coverage, and contain a cross-liability endorsement naming **Event Organizer: Loud And Live Events LLC** Insureds as additional insureds, with the following limits of liability: each occurrence

\$1,000,000 CSL, aggregate \$2,000,000 CSL. The additional insured status must be primary with respect to the Vendor's activities and the Company Insureds policies will be non-contributing

3. If an automobile is used in connection with the performance of Vendor's obligations under this License, Comprehensive Automobile Liability Insurance insuring the ownership, maintenance, or use of any owned, non-owned, or hired automobile used in the performance of Vendor's obligations under this License, naming the **Event Organizer: Loud And Live Events LLC** as additional insureds, with the following limits of liability: Bodily Injury and Property Damage Liability, each occurrence \$1,000,000 CSL.
4. If property or equipment is to be used by Vendor in connection with Vendor's use of the concession(s) or participation in the Event, evidence of an "All Risk" Property Policy covering such property and equipment, whether owned, leased, rented, or borrowed.

30 Day Notice of Cancellation and Waiver of Subrogation applies as respect to General Liability, Auto Liability & Workers Compensation.

Original certificates of insurance and certified copies of endorsements naming (1) **Event Organizer: Loud And Live Events LLC**; and its parents, subsidiaries, and affiliated entities directors, officers, employees and agents; (2) Prime Concessions, LLC; and its parents, subsidiaries, and affiliated entities directors, officers, employees and agents;; (4) Miami-Dade County & City of Miami (collectively, the "**Additional Insured(s)**") as additional insureds and evidence of insurance as required above must be delivered no later than 20 day prior to event, before the commencement of Vendor's use of the concession(s) or participation in the Event, together with copy to: Prime Concessions, LLC 13785 SW 152 Street, Miami FL 33177. Each such certificate shall be signed by an authorized agent of the insurance company or insurance broker and shall provide that at least thirty (30) days' notice shall be given to Prime Concessions, LLC prior to any cancellation, non-renewal, or modification. Prime Concessions, LLC is under no obligation to request the delivery of such certificates or endorsements. If the Vendor fails to deliver said insurance certificate(s) or endorsement, Prime Concessions, LLC's failure to demand delivery shall not be construed as a waiver of the Vendor's obligation to provide the insurance.

CERTIFICATE HOLDER SHOULD READ:

- **EVENT ORGANIZER:**  
Loud And Live Events and its parents, subsidiaries, and affiliated entities, directors, officers, employees and agents;  
2301 NW 87<sup>th</sup> Avenue, 6<sup>th</sup> floor  
Doral, FL 33172
- Prime Concessions, LLC.  
13785 SW 152 Street  
Miami, FL 33177
- Loud And Live Management Group, LLC, and its parents, subsidiaries, and affiliated entities, directors, officers, employees and agents;  
2301 NW 87<sup>th</sup> Avenue, 6<sup>th</sup> floor  
Doral, FL 33172
- Miami-Dade County, Florida General Services Adm. Risk Management Division  
111 NW 1<sup>st</sup> Street, #2340  
Miami, FL 33128