



**Broward County Board of County Commissioners
Parks and Recreation Division**

Household # County Use Only

REGISTERED VENDOR APPLICATION

Vendor to submit completed application to:

Broward County Parks and Recreation Division
 c/o Parks Vendors
 950 N.W. 38th St.
 Oakland Park, FL 33309

Email: ParksVendors@Broward.org
 Phone: 954-357-8164
 Fax: 954-357-8156

This application is for the purpose of obtaining authorization for your business to operate in conjunction with a permitted party/event at a County park area or facility. Additionally, your business will be added to a list of Registered Vendors that may be contacted by permit holders with the Broward County Parks and Recreation Division ("Division") to provide services or sales of products for and during the permit holder's permitted hours of use only.

Allow five (5) business days for processing from date of receipt.

Applications and fee are valid for one (1) year.

VENDOR OWNER INFORMATION

Company Name	
Doing Business As (DBA)	
Company Address	
City, State, Zip	
Contact Name	
Business Phone	
Cell Phone	
Fax	
Email	
Business Website	
Type of Business (Check all that apply to your company, not subcontractors)	<input type="checkbox"/> Animal Education <input type="checkbox"/> Bounce House / Inflatables <input type="checkbox"/> Caterer / Restaurant <input type="checkbox"/> Audio & Video <input type="checkbox"/> DJ / Performer / Entertainer <input type="checkbox"/> Food Truck <input type="checkbox"/> Photographer <input type="checkbox"/> Event Planner <input type="checkbox"/> Party Rentals - Tents / Tables / Chairs / Linens <input type="checkbox"/> Games <input type="checkbox"/> Mobile Game Truck <input type="checkbox"/> Florist / Decorations <input type="checkbox"/> Other: _____

SIGNATURE OF APPROVAL (COUNTY USE ONLY)

Director or Designee	(PRINT NAME)	(SIGNATURE)
DATE		

SECTION 1: INSURANCE/LICENSING/LOCAL BUSINESS TAX RECEIPTS

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
1.A			Vendor is responsible for ensuring it has met all federal, state, and local requirements for operation of its business in the State of Florida and Broward County. Vendors operating on County park property are subject to review of pertinent licensing, certifications, and inspection reports. A Vendor found not to be in compliance with federal, state, and local business requirements will have its Registered Vendor status suspended until such time as it can demonstrate compliance.
1.B			<p><u>INSURANCE:</u> Vendor must supply to the Division a copy of the Vendor's current Certificate of Insurance. Vendors will not be permitted to operate on County property with expired, suspended, or cancelled Certificates of Insurance. The Vendor's Certificate of Insurance must:</p> <ul style="list-style-type: none"> - Meet the current insurance requirements as determined by the Division and/or Broward County Risk Management Division. Current insurance requirements can be found at https://www.broward.org/Parks/vendors/Pages/Insurance-Requirements.aspx - Include liquor liability for the sale of alcoholic beverages , in addition to general liability coverage, when applicable. - Include endorsements from the insurance company's authorized representative identifying the types of amusement equipment, apparatus, or attractions insured under the policy, when applicable. - Include any additional requested coverage dependent on the services and products being offered. <p><i>Include a copy of Vendor's Workers' Compensation Insurance, as applicable pursuant to Florida Statute 440.055, for any employer with four or more employees...</i></p>

SECTION 2: FDLE SEXUAL OFFENDER/PREDATOR CHECK

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
2.A			Vendor must ensure that its employees, volunteers, and independent contractors are not listed on the FDLE Sexual Offender/Predator database, located at www.fdle.state.fl.us , or on the United States Department of Justice, National Sex Offender Public Website located at www.nsopw.gov . Submit Vendor Criminal Background Screening Affidavit.

SECTION 3: VENDOR APPLICATION FEE

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
3.A			<u>Vendor Application Fee:</u> Pursuant to Chapter 37, Part IV, of the Broward County Administrative Code, "Parks System Fee Schedule," the Registered Vendor is required to submit, at the time of application and/or renewal, a Vendor Application Fee in the amount set forth in the Parks System Fee Schedule.

SECTION 4: ADA COMPLIANCE

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
4.A			For private rentals/events that are not open to the public or advertised to the general public, the Vendor will be responsible for providing modifications, accommodations, and auxiliary aids and/or services that may be requested by or necessary for its guests/invited attendees.
4.B			For rentals/events that are open to the public, the Vendor shall comply with Title I and Title II of the Americans with Disabilities Act (ADA) in the course of providing any services, programs, and/or activities regarding nondiscrimination on the basis of disability, and all applicable regulations, guidelines, and standards.

SECTION 5: SOUND LEVELS

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
5.A			All noise, music, and sounds must be kept to an acceptable level that does not jeopardize the public's health, welfare or safety, or degrade the quality of life of park users and the community. An acceptable level of noise, music, and sound will be determined by Park Management. NOTE: Not all parks allow amplified sound.

SECTION 6: "AS WAS" CONDITION

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
6.A			Vendor agrees to return the event site to the Division in "as was" condition. Vendor shall be responsible for repair or cost of repairs for damages to park property caused by the Vendor and/or its subcontractors before and during the party/event, and until fully vacated including, but not limited to, turf and vegetation, facilities, irrigation, electrical, and water.

SECTION 7: SUBCONTRACTING AND SOLICITING

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
7.A			Subcontracting permitted only to current Broward County Registered Vendors.
7.B			Vendor may not solicit wares or services to other park patrons on the day of the event.

SECTION 8: EVENT NOTIFICATION AND PARK ACCESS

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
8.A			Vendor must notify the respective park at least forty-eight (48) hours in advance of a party/event in person, or by phone or email, regarding which equipment, goods, and/or services they will be providing. The Park, in turn, will acknowledge approval by providing Vendor access pass(es) for the event date only . The park has the authority to refuse access to Vendors without a park access pass.
8.B			Equipment provided by Registered Vendors is limited to single day events only, including setup and breakdown, unless approved in writing by Park Management.

SECTION 9: AUTHORIZED AMUSEMENT APPARATUS AND RIDES

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
9.A			<p>The following amusement apparatus and amusement rides are permitted within Broward County Parks and Recreation Division (“Division”) sites.</p> <ul style="list-style-type: none"> • Bounce Houses/Inflatables up to 30 feet in height (Vendor to provide generator) • Climbing Wall • Reverse-Bungee Trampolines • Kiddie Rides - limit 3 per event, defined as an amusement ride designed primarily for use by patrons up to 12 years of age (Reference: Section 616.242, Florida Statutes, as may be amended from time to time). <p><u>NO WATER APPARATUS OF ANY KIND PERMITTED.NO MECHANICAL RIDES OF ANY KIND PERMITTED.</u></p> <p><u>NO CONTACT SPORTS OR CONTACT APPARATUS PERMITTED.</u></p> <p>Other apparatus may be prohibited at the discretion of the Division and are generally listed online at broward.org/Parks/vendors/Pages/Prohibited-Activities.aspx.</p>
9.B			<p>The Division reserves the right to prohibit or limit the number of amusement apparatus and/or amusement rides based on any reason including, but not limited to, location, space at pavilions, special events areas, and park, and may also limit the number of times per year events can be held at a particular park.</p> <p>The Division may designate the area(s) or location(s) where amusement apparatus and amusement rides are permitted.</p>
9.C			<p>Vendor is responsible for following manufacturer’s guidelines with regard to weather, setup, operation, and safety.</p>
9.D			<p>Vendor shall <i>provide an attendant, 16 or older</i>, at <i>each</i> amusement apparatus and/or amusement ride. Attendant must:</p> <ul style="list-style-type: none"> - have valid photo identification - wear a company identifiable shirt, hat, or tag - be present and actively monitor and supervise use of the apparatus at all times - be within 25 feet of the apparatus while in operation - be able to clearly communicate with patrons and park staff <p>Apparatus must be shut down when attendant is on break or is not present for any reason. Under no circumstances may children be left unattended in an apparatus.</p>

SECTION 10: VENDOR ACKNOWLEDGEMENTS

10.A	<u>Date</u>	<u>Vendor Initials</u>	<p>Vendor acknowledges and grants to Broward County (“County”) full permission for County to use photographs, videotapes, recordings, and any other record of the activity for any legitimate purpose whatsoever.</p> <p>Vendor acknowledges that County is making County park property available for use by Vendor as provided in the Registered Vendor Application, and County has not inspected the park property to be used for the purposes sought herein, and makes no representations or warranties as to the safety or suitability of the Vendor’s use of park property, for the uses sought herein.</p> <p>Vendor acknowledges it has inspected the park property to be used for the purposes sought herein, and has determined it to be safe and suitable for such purposes, and agrees to notify the County of any issues or safety concerns following its inspection.</p> <p>Vendor acknowledges that any violation of the Broward County Code of Ordinances, Broward County Administrative Code, the Division’s Customer Code of Conduct, or any other laws, ordinances, park rules and regulations, or written policies may result in the revocation of any authorization provided by County pursuant to this Registered Vendor Application to conduct business within any County park and/or individual suspension from park property.</p> <p>Vendor acknowledges the prohibited activities in parks which include, but are not limited to, water apparatus of any kind, mechanical rides, contact sport and/or apparatus, etc. A full list of prohibited activities can be found at https://www.broward.org/Parks/vendors/Pages/Prohibited-Activities.aspx. Other apparatus may be prohibited at the discretion of the Division.</p> <p>Vendor acknowledges that business operations within a County park is only in conjunction with a permitted party/event at a County park and/or facility rental.</p>
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SECTION 11: RELEASE, INDEMNITY, AND WAIVER OF LIABILITY (VENDOR TO SIGN)

11.A	<p>I, on behalf of the Vendor, do hereby knowingly, freely, and voluntarily assume all liability for any damage or injury that may occur as a result of the Vendor’s participation in event(s) to be held at a Broward County park(s), and agree to release, waive, discharge, and covenant not to sue Broward County, its current and former officers, agents, employees, and volunteers (collectively, the “Releasees”) from any liability or claims for damage or injury that may be sustained by the Vendor, its officers, employees, or agents, or any third party directly or indirectly in conjunction with, or arising out of, the Vendor’s use of any Broward County park(s) or participation in the event(s).</p> <p>I, on behalf of the Vendor, further agree to indemnify and hold harmless the Releasees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, (collectively, a “Claim”), raised or asserted by any person and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of the Vendor, its current or former officers, employees, or agents,, arising from, relating to, or in connection with the Vendor’s use of any Broward County park(s) or participation in the event(s).</p>	
DATE	(PRINT NAME)	(SIGNATURE)