Kiwanis of Little Havana
Calle Ocho Music Festival
A Carnaval Miami Experience

CALLE OCHO FESTIVAL

SUNDAY, MARCH 14, 2027

1400 S.W First Street, Miami, Florida 33135

VENDOR APPLICATION (NON-PROMOTIONAL)

SPACE # _____

CONTACT INFORMATION

Business Name	
Name of Applicant	
Street Address	
City, State, Zip	
Phones	Work: ( ) Cell: ( )
Email:	

SIZE	**10' W x 10'** L (set up is limited to 9' in height)
TYPE	☐ FOOD ☐ BEVERAGE NON-ALCOHOLIC ☐ SOUVENIRS ☐ ARTS & CRAFTS
DESCRIBE ITEM(S):	
COST:	**$ 400** per vendor space
QUANTITY:	# of spaces: _____ x $400 = $_____ (TOTAL AMOUNT)

Please mail or bring your application to the office Monday - Friday 9:30 A.M to 4:00 P.M. **Only Cash or Money Order** payable to **Kiwanis Club of Little Havana, 1400 SW 1 Street, Miami, FL 33135.** Receipts will be issued.

VENDOR PERMIT:

The vendor permit fee is **NON-REFUNDABLE.** Spaces will be assigned on a first-come, first-served basis. **All vendors will abide by the Rules and Regulations regarding the Set up. Tear-down and Display requirements.**

Each vendor will receive a "Vendor Permit" from the Kiwanis Club of Little Havana, Inc. to gain entrance to assigned space on the day of the event. THIS PERMIT MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED TO ANYONE WITHOUT THE PRIOR WRITTEN CONSENT OF THE KIWANIS CLUB OF LITTLE HAVANA.

On the day of the event, all vendors must display their permits on the dashboard of their vehicle to gain entrance to SW. 8th Street. Access will be possible from 12:00 am – 6:00 am. DURING THE FESTIVAL, ALL VENDORS MUST DISPLAY, AT ALL TIMES, THE VENDOR PERMIT IN FRONT OF THEIR BOOTH ON THE RIGHT-HAND SIDE AT LEAST ABOVE THE FINISHED FLOOR.

SALES TAX:

Each individual vendor shall be responsible for the collection, reporting, and payment of the Florida 7.0% Sales Tax. Please call the State of Florida Dept. of Revenue at (305) 499-2226 for more information.

INSURANCE REQUIREMENTS

All vendors must maintain commercial general liability insurance, including coverage for food-related claims, with minimum limits of **$1,000,000 per occurrence and $2,000,000 aggregate**, unless otherwise approved in writing by the Kiwanis Club of Little Havana, Inc. The Kiwanis Club of Little Havana, Inc. must be named as an **Additional Insured**. Proof of insurance must be provided before the event. The Club may require additional coverage based on vendor operations or applicable governmental requirements.

GENERAL RELEASE AND INDEMNITY

For and in consideration of having this Application processed and approved and for other good and valuable consideration:

(a) The undersigned applicant does hereby forever remise, acquit, satisfy and forever discharge Kiwanis Club of Little Havana, Inc.

(b) And its members and/or Kiwanis International of and from all matters of action and actions, costs, and causes of actions, claims, demands, liability, damages and expenses which applicant ever had or now has or may have against Kiwanis Club of Little Havana, Inc. and its members and/or Kiwanis International for, upon, or by reason of any matter, cause or anything whatsoever arising out of the purposes for which this Application is hereby submitted.

(c) The applicant shall indemnify and hold Kiwanis Club of Little Havana, Inc. and its member and/or Kiwanis International harmless from and against any loss, damage or expense, including attorney`s fees, Kiwanis Club of Little Havana, Inc. or its members and/or Kiwanis International may incur as a result of any claim, demand, suit or proceedings made or brought against Kiwanis Club of Little Havana, Inc. or its members and/or Kiwanis International based upon or as a result of any acts, errors or omissions of applicant, and from and any claims, demands, or suit proceedings brought against Kiwanis Club of Little Havana, Inc. and its members including, but not limited to:

(1) Any claims or demands arising from contracts or understandings between the applicant and any third parties made to effectuate the purposes for which this Application is hereby submitted; and

(2) Claims or demands arising as a result of personal injuries or property damage caused by any act of omission of the Applicant.

I am responsible for understanding and following all applicable rules and regulations of the Calle Ocho and all the appropriate local, state and federal rules and regulations for vendors at festivals. It is my responsibility for the consequences & penalties set by authorities for any violations in the above vendor(s) space.

I hereby certify that the information contained in this application is true and correct; I have read the rules and regulations and agree to comply with their consent to their enforcement.

PRINT NAME: _____

Signature: _____ **Date:** _____

For more information, call Felipe Aviles at (305) 644-8888 and (786) 358-6119 or email at faviles@kiwanislittlehavana.org

CALLE OCHO FESTIVAL 2027 MERCHANT-VENDOR RULES AND REGULATIONS

Participation in the Calle Ocho Festival ("Festival") is subject to these rules and all applicable federal, state, county, and City of Miami requirements. The Kiwanis Club of Little Havana, Inc. ("Club") reserves the rights stated below.

1. The sale of alcoholic beverages at the event is forbidden by law. If you have a license for your establishment, it does not allow you to sell in the street during the festival. The license is not transferable. The merchandise will be confiscated.
2. The logos of the Kiwanis Club of Little Havana, Carnaval Miami and Calle Ocho are the sole property of the Kiwanis Club of Little Havana and their use is forbidden. Any merchandise (t-shirts, caps, souvenirs) using those logos will be confiscated.
3. The Kiwanis Club of Little Havana reserves the right to approve all vendors that sell food, official beverages or merchandise. Vendors are not allowed to promote products, brands or companies unless they become a Sponsor of the event. Vendors cannot sell or give away merchandise promoting any product or company. If the vendor does not comply with the above, they will be removed from the festival, and the merchandise will be confiscated. No vendor shall sell nor permit the sale, within his assigned space, of any food, beverage, or merchandise, which has not been disclosed in this application. Kiwanis Club of Little Havana, Inc. reserves the right to stop the sale of any food, beverage, or merchandise, which it determines, in its sole discretion, to be offensive, noxious or detrimental to the spirit and quality of Calle Ocho. If for this reason a vendor's booth is shut down, there will be no refund of the permit fee.
4. Vendors have the right to bring their own tent but must be of stable construction. If you are cooking inside your tent, your tent MUST be a certified fire approved tent. All food preparation areas must be kept organized within the tent area. All booths shall be set up off the curb. All vendors must wear official Vendor T-shirts given by Kiwanis Club of Little Havana.
5. Each vendor must provide their own electricity and water.
6. All booths must be set up between 12am and 6am on the day of festival. After unloading their vehicles, vendors are required to park their cars off SW 8th Street. All vehicles must be out of the street by 7am or they will be towed by Police.
7. Once the festival ends at 7pm, vendors have until 9pm to dismantle their booths, pick up and leave the area.
8. In accordance with Ordinance 9777 of the City of Miami, no glass or metal containers are allowed for serving food or beverages. Only paper or plastic containers are allowed.
9. By Ordinance of the City of Miami, all sidewalks are to be kept clear of any obstacles. Vendor must operate within the spaces assigned by the Kiwanis Club of Little Havana. Businesses operating in the area must do so within the confines of their building and will not be allowed to block the sidewalks with tables and chairs.
10. All vendors must bag their trash (except fuel or coal) in durable plastic containers and must secure them properly to avoid spillage or breakage. The City of Miami Sanitation will pick up the trash bags at 9:00 pm.
11. It is the responsibility of the vendor that is cooking with oil, to keep it in the proper container and, at the end of the festival, take it to the place designated by The City of Miami for its disposal (roll off) which will be manned by a staff of the Solid Waste Department. The dumping of fuel on the street or sewage area is strictly forbidden by the City of Miami. The vendors that do not comply with this regulation will face severe fines by Code Enforcement Officers.
12. All stands or tables supporting cooking facilities must be sturdy construction to prevent any accidental knocking over by public or vendors.
13. Vendors that will be cooking (charcoal or otherwise) are required to have in their possession at least a 5lbs fire extinguisher with a Class A or B. Vendors that will be cooking (with oil) are required to have in their possession at least a 5lbs fire extinguisher with a Class K. This extinguisher must be in serviceable condition and will be checked by the Fire Inspectors assigned to the event. If no extinguisher is present, the vendor will be shut down until he/she obtains one.
14. All hot coal will be extinguished by the vendors and properly disposed of prior to leaving the area. Vendors dumping coal on the street will face a severe fine.
15. Cooking equipment should be kept at the back of the booth. No cooking will be allowed under tented areas or canopies, and all tented flammable substances are to be placed far from the heat or fire.
16. Maintain gas tanks well secured to avoid any accidents. Non-compliance is fined $10,000 by the City of Miami Fire Dept.
17. All gas, helium tanks or other upright must be secured in a manner to prevent accidentally being knocked over. All helium tanks not in use shall have their caps in place.
18. Electrical connections (including extension cords) are subject to code requirements. All extension cords must be secured in a safe manner to avoid a hazard to the public.
19. BY ORDER OF Business & Professional Regulation, Division of Hotels & Restaurants, the following regulations for Temporary Events are part from Chapters 61C-1 and 61C-4, Administrative Code, and Chapter 509, Florida Statutes.
20. Maintain hot food at 135° F or higher; and cold food 41°F or lower. Keep a probe thermometer to monitor temperatures.
21. Have plenty of ice to keep raw meat before cooking. This ice cannot be used for beverages; keep it separate.
22. Keep cooked and raw foods always separate.
23. Use disposable utensils (plastic or paper). Have adequate quantities at hand.
24. Keep food always covered to protect it from dust, insects, and contamination.
25. Keep hands clean all the time. Use paper towels and disposable gloves. Food vendors must observe adequate hygiene during preparation and serving of food. Hand washing area for employees with soap and water. Wear washing area (for sanitation of utensils with chemical sanitizer bleach).
26. Vendors must provide several waste containers with lids for the use of the public.
27. When cutting food, the cutting board must be plastic or butcher block. Plywood is forbidden.
28. RAIN OR SHINE; NONREFUNDABLE FEES; FORCE MAJEURE. THE FESTIVAL IS RAIN OR SHINE. UPON APPLICATION APPROVAL, ALL MERCHANT FEES ARE FINAL, NONREFUNDABLE AND NONTRANSFERABLE TO THE FULLEST EXTENT PERMITTED BY LAW. No refunds, credits or reimbursements for weather, low attendance or sales, withdrawal, absence, changes, interruption, postponement or cancellation, except as required by law. The Club may modify, suspend, relocate, postpone or cancel for circumstances beyond reasonable control, including hurricanes, storms, disasters, fire, floods, epidemics, pandemics, terrorism, unrest, labor disputes, government restrictions and safety emergencies, without liability for merchant losses. No attendance, traffic, exposure, sales, revenue or profit is guaranteed; merchants bear inventory, travel, equipment, interruption and other participation risks.
29. MERCHANT RESPONSIBILITIES AND COMPLIANCE. Merchant shall comply with all Festival rules and applicable laws, ordinances and codes; secure required licenses, permits, approvals and inspections; remit applicable taxes; keep its space sanitary and safe; dispose properly of trash, oil, grease and wastewater; keep sidewalks, emergency lanes and public access clear; supervise personnel and contractors; and remove all property and debris after the event. Merchants bears fines, penalties, damage, cleanup and other costs arising from its operations. Club may inspect before, during and after the festival.
30. GENERAL RELEASE AND ASSUMPTION OF RISK. TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW, MERCHANT KNOWINGLY AND VOLUNTARILY RELEASES THE KIWANIS CLUB OF LITTLE HAVANA, INC., KIWANIS OF LITTLE HAVANA FOUNDATION, INC., KIWANIS INTERNATIONAL AND THEIR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, VOLUNTEERS, AGENTS, REPRESENTATIVES AND AFFILIATES ("RELEASED PARTIES") FROM CLAIMS ARISING FROM FESTIVAL PARTICIPATION, INCLUDING THEIR ORDINARY NEGLIGENCE. This includes injury, property loss, theft, lost sales, business interruption, weather and event changes. THIS RELEASE DOES NOT APPLY TO GROSS NEGLIGENCE, RECKLESS OR INTENTIONAL MISCONDUCT, OR LIABILITY THAT CANNOT LAWFULLY BE RELEASED. Merchants assume foreseeable outdoor events risks and responsibility for its people, goods and operations.
31. DEFENSE AND INDEMNIFICATION. To the fullest extent permitted by Florida law, merchant shall defend, indemnify and hold harmless Released Parties against third-party claims, losses, fines, damages and reasonable attorneys' fees at trial and appeal arising from merchant operations, products, acts or omissions, legal or Festival-rule violations, injury, death, property damage, third-party agreements or breach. Obligations apply only to the extent attributable to merchant conduct and not to a Released Party's own negligence or wrongful conduct; they survive the festival and termination.
32. ENFORCEMENT AND REMOVAL. The Club may deny access, suspend operations, revoke permits or remove merchants for violations of this agreement, rules, law or public-safety directions. REMOVAL OR REVOCATION FOR NONCOMPLIANCE FORFEITS FEES WITHOUT REFUND, CREDIT OR REIMBURSEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW. Future participation may be denied. Nonenforcement once is not a waiver.
33. GOVERNING LAW AND SEVERABILITY. Florida law governs. Legal proceedings shall be brought in a court of competent jurisdiction in Miami-Dade County, subject to jurisdictional requirements. If a provision is invalid or unenforceable, the remainder survives to the extent permitted by law.
34. INSURANCE REQUIREMENTS. All vendors must maintain commercial general liability insurance, including coverage for food related claims, with minimum limits **of $1,000,000 per occurrence and $2,000,000 aggregate,** unless otherwise approved in writing by the Kiwanis Club of Little Havana, Inc. The Kiwanis Club of Little Havana, Inc must be named as an Additional Insured. Proof of Insurance must be provided before the event. The Club may require additional coverage based on vendor operations or applicable governmental requirements.

MERCHANT / VENDOR ACKNOWLEDGMENT AND AGREEMENT

By signing, Merchant confirms authority to bind the business and acceptance of these rules, including rain or shine/nonrefundable fees, force majeure, RELEASE OF CLAIMS INCLUDING ORDINARY NEGLIGENCE, assumption of risk, indemnity and removal without refund.

Merchant/ Vendor Initials (Rain or Shine / Nonrefundable Fees): _____

PRINT NAME: _____ DATE: _____

SIGNATURE: _____