



Food Vendor Insurance Agreement

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between, _____ (vendor/business name), hereinafter referred to as Food Vendor, and the CITY OF APOPKA, FLORIDA, hereinafter referred to as the City.

Food Vendor is responsible for the set-up, operation, and removal of all equipment while participating in the Apopka Fair held at Kit Land Nelson Park/Edwards Field, 10 S. Forest Avenue, Apopka, FL 32703. Food Vendor further agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations. This agreement will remain in effect throughout the duration of the event, Thursday, March 12, 2026, through Sunday, March 15, 2026, to include the set-up and break down period.

Food Vendor shall, at its sole cost and expense, procure and maintain, throughout the term of this agreement, the following insurance coverages.

INSURANCE REQUIREMENTS

- 1) **Commercial General Liability Insurance** with minimum policy limits of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate, combined single limit for bodily injury and property damage. The policy must include, without limitation, coverage for damage to rented premises, medical expenses, personal and advertising injury, and products and completed operations (if any products are to be sold, given away, or otherwise distributed). If alcohol is being served, the Food Vendor shall provide evidence of coverage for liquor liability in the minimum amount of \$1,000,000.
- 2) **Commercial Automobile Insurance** is required of any auto (including owned, hired and non-owned autos) used in connection with this event, including but not limited to autos driven on property to set up or tear down for events, food trucks and/or any vehicle that functions as the workplace or is used to perform contracted work. Policy limits shall be in the minimum amount of Three Hundred Thousand Dollars (\$300,000) Combined Single Limit for personal type vehicles; One Million Dollars (\$1,000,000) for food trucks and Commercial Motor Vehicles (CMV's).
- 3) **Workers' Compensation Insurance** shall be maintained in force throughout the duration of this event and in compliance with statutory requirements of the State of Florida, and shall include Employers Liability insurance in the amount of One Million Dollars (\$1,000,000) Each Accident, One Million Dollars (\$1,000,000) Per Person-Disease, and One Million Dollars (\$1,000,000) Aggregate-Disease. In the event that the Food Vendor is exempt from Workers' Compensation requirements, verification of such exemption shall be provided to the City.

All insurance policies shall:

- a) Name the City of Apopka as an additional insured on all policies except Workers' Compensation; and
- b) Provide a Waiver of Subrogation in favor of the City of Apopka on all lines including Workers' Compensation; and
- c) Provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the City's contract administrator; and
- d) Be written with an insurance company having an A.M. Best Rating of at least the "A" category and size category of VIII; and
- e) Be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage; and
- f) Include copies of all applicable policy endorsement pages; and
- g) Be approved as to form and sufficiency by the City's contract administrator.

The original insurance certificates, and all requested extensions to the insurance certificate, shall be sent to:

City of Apopka
120 East Main Street
Apopka, Florida 32703

Said insurance coverage's procured by the Food Vendor as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Food Vendor agrees that said insurance coverage's it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Food Vendor as required herein.

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

ACKNOWLEDGEMENTS

- A. Food Vendor recognizes the City's authority to cancel the event due to inclement weather or any other safety concern that may arise and agrees to fully cooperate with personnel from the City, County and local health departments.
- B. The City is not responsible or liable for any damage, loss or theft the Food Vendor may sustain.
- C. Food Vendor agrees that the City may use photographic images and video taken at the event in promotions and publications. These images may be used online or provided to media outlets and/or used in social media applications.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Food Vendor shall defend, indemnify and hold harmless the City of Apopka and all of City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Food Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement, including, but not limited to automobile negligence, foodborne illness negligence, or other claims and/or suits. Food vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the Food Vendor of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and sign it of my own free will.

Printed Name of Applicant: _____

Signature of Applicant: _____

Title of Applicant: _____

Vendor/Business Name: _____

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 _____, and who is personally known to me or who has produced _____ as identification.

Signature of Notary

Stamp:

Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the City of Apopka must complete the following form.

The undersigned, on behalf of the Vendor, hereby attests as follows:

- A. Vendor 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. Vendor hereby attests, under penalty of perjury, that Vendor 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 Vendor.

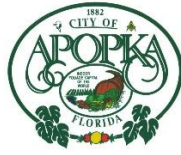
Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true. Further Affiant sayeth naught.

Printed Name of Applicant: _____
Signature of Applicant: _____
Title of Applicant: _____
Vendor/Business Name: _____

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 _____, and who is personally known to me or who has produced _____ as identification.

Signature of Notary **Stamp:**



**City of Apopka
Certificate of Insurance Checklist
General Events and Activities**

Please note that this checklist is meant to represent the minimum requirements based on average exposure events. Events that involve high or unusual hazards may require higher limits of coverage. The City of Apopka reserves the right to require additional coverages, waive certain requirements, require higher limits or accept lower limits on a case by case basis after the review of the associated risk.

- Insurers** – Must have an A.M. Best rating of A or better.
- Certificate Holder** – City of Apopka, 120 E Main Street, Apopka, FL 32703
- Policy Terms** - Must be current and cover the date(s) of the event or project.
- General Liability** – Minimum requirements for all contractors and vendors.
 - \$1,000,000 Each Occurrence
 - \$100,000 Damage to Rented Premises
 - \$10,000 Medical
 - \$1,000,000 Personal & Adv Injury
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products and Completed Operations Aggregate
- Automobile Liability** – Three Hundred Thousand Dollars (\$300,000) Combined Single Limit for personal type vehicles; One Million Dollars (\$1,000,000) for food trucks and Commercial Motor Vehicles (CMV's).
- Workers' Compensation** – Minimum coverage limits in the amount of \$1,000,000/\$1,000,000/\$1,000,000 (Businesses employing more than four employees or in compliance with applicable state and federal laws)
- Liquor Liability** – Minimum Limit of \$1,000,000 (If Applicable)
- Additional Insured** – The City of Apopka is to be **included as additional insured** on all policies except Workers' Compensation. Additional Insured status, respective of General Liability, must include Completed Operations.
- Notice of Cancellation** – Policy must be endorsed to provide a 30-day policy cancellation notice.
- Description of Operations** – This section must explicitly state that the City of Apopka is named as an additional insured and also detail the name and date(s) of the event or project.
- Insurance Policy** – A copy of your insurance policy must accompany your Certificate of Liability Insurance.
- Declaration Sheet / Form List Schedule / Endorsement Pages** – If the policy is not available, a copy of the Declaration Sheet, Form List Schedule as well as any and all endorsement pages (Notice of Cancellation, Additional Insured, Waiver of Subrogation, etc.) must accompany your Certificate of Liability Insurance. The endorsement pages must include the policy number and effective dates of the endorsements.

Should you have any questions or concerns regarding these insurance requirements, please contact Risk Management at 407-703-1805 or e-mail riskmanagement@apopka.net.