

INTERNATIONAL JAZZ DAY OCALA 2019

Sunday, 28 April - 2:00 - 6:00pm
Carver Park, SW 13th Avenue
Ocala, Florida 34471

Vendors Agreement

This agreement is by and between **Vendors** and **Boys & Girls Clubs of Marion County (BGCMC)** for **International Jazz Day Ocala 2019**.

Vendor/Applicant Name

Business Name _____

Mailing Address _____

City _____

State _____ Zip Code _____

Phone (Day) _____

Phone (Evening) _____

E-mail Address

Vendor will:

- Pay a fee of **\$75 for (Food Trucks)**, **\$50 for (Non Food Trucks)**, **\$25 for (Nonprofit)** for the right to be a vendor at International Jazz Day Ocala 2019 event at Carver Park.
- Provide a quality food product and a food truck that is staffed by clean, professional and courteous personnel.
- **ALL food vendors must provide Product Liability Insurance for sale or distribution of any products (i.e. food, beverages, etc.) at the event.** Each vendor (an entity in the business of making a profit) must provide a certificate of insurance which provides for **\$1,000,000 Products Liability Insurance and must name the BGCMC as an Additional Insured.**
- Vendors must follow all rules set forth in the 'Guidelines for Temporary Events' produced by the DBPR Division of Hotels and Restaurants and are solely responsible for meeting all requirements. Inspectors will be on site to license and inspect vendors.

- Vendors who do not have an annual license through DBPR must apply for and purchase a temporary event license on site. *For a copy of their requirements & guidelines, contact the DBPR at 850.487.1395.*
- Vendors possessing a DBPR issued license to sell food in the state of Florida must bring their license to the event as proof for the DBPR inspector.
- Non-profit organizations are exempt from the DBPR temporary license requirement, but must be a registered non-profit organization 501(c)(3) and have proof of their non-profit status on file with BGCMC and on site for inspection by the State at the event.
- Vendors must bring their driver's license as proof of identification.
- Agree to indemnify fully and hold harmless the Boys & Girls Clubs of Marion County, its officers, employees and agents against all damage claims, liabilities and causes of action of every kind and nature.
- Comply with all health and fire permits, where applicable, at own expense.
- Responsible for keeping food area attractive before, during and after the festival.
- Responsible for collecting and reporting all Florida sales tax.
- Insure that grease and abrasives will not be disposed of on event property except in designated garbage dumpsters.
- Insure food truck has prices, including sales tax, posted which will be **visible** to the public in signage that is professional in appearance and size.
- Insure that food truck will be staffed and open the entire length of the festival.
- Vendor and their employees shall use every measure to protect festival site from all damages. Vendor shall be responsible for damage caused by him or her to buildings and grounds.
- Vendor will remove all trash in immediate food area during set up and breakdown. Trash receptacles in food area **cannot** be used for discarding food, grease or other waste materials. Garbage dumpsters are provided for your use. No trash is allowed to be left in food area after breakdown.
- **Set up begins at 1:00 p.m. on Saturday. Food items needs to be available by 2:00 p.m.** Breakdown and removal of booth must be completed immediately after event.
- Plastic gloves shall be worn by all persons handling food. No contact with money shall be allowed by persons handling food.

- Failure to meet requirements may lead to removal from the event and no refunds will be provided.
- All appropriate Fire Extinguisher equipment must be on site at your booth the entire time period of event.
- Payment of \$75.00, \$50.00, \$25.00 is due upon signing of this agreement. Make check payable to BGCMC. All fees are non-refundable. *(alternative payment schedule may be requested by food vendor)*
- No rain/weather refunds will be granted.
- Agreement with payment must be received by Friday, April 12, 2019.

POWER

- The use of generator is permitted. BGCMC will not be providing any electrical services.

CHECK-IN, SET-UP AND BREAK-DOWN

- All vendors must check in at the BGCMC tent.
- Vendors must limit themselves to one vehicle within the event site, unload the equipment/product and remove the vehicle prior to set-up.
- Exhibits must be open and staffed for the entire duration of the event.

ADDITIONAL GUIDELINES

- Vendors may not sell items bearing the event name or likeness.
- Professional behavior and dress is required and will be determined at the sole discretion of BGC MC.
- Small radios are allowed. Amplification equipment is NOT permitted.
- Vendors are **PROHIBITED FROM SMOKING WITHIN THE EVENT SITE.**
- Vendors are prohibited from having animals within the confines of the event, except for legitimate service animals as authorized by State Statute and ADA standards.
- “Pushing” sales to passing customers is prohibited.

CANCELLATIONS

The IJDO event will be held, rain or shine. If a vendor chooses not to participate in the event, the vendor permit fee is refundable, less a \$10 processing fee, provided the cancellation request is received by Monday, April 15, 2019. No refunds will be issued after that date for any reason.

THE VENDOR CERTIFIES THAT THE INFORMATION ON THE VENDOR CONTRACT IS A CORRECT DEPICTION OF THE SERVICES AND PRODUCTS TO BE PROVIDED BY THE VENDOR AT THE EVENT. THE VENDOR UNDERSTANDS THAT FAILURE TO FOLLOW VENDOR PERMIT TERMS AS DESCRIBED AND STIPULATED HEREIN WILL RESULT IN INELIGIBILITY FOR THIS AND FUTURE EVENTS. THE VENDOR FURTHER AGREES TO ABIDE BY ALL TERMS OF THE VENDOR PERMIT FOR THIS EVENT AND TO HOLD HARMLESS AND INDEMNIFY THE BOYS & GIRLS CLUBS OF MARION COUNTY AGAINST ANY CLAIMS ARISING BY VIRTUE OF THEIR OCCUPANCY OF VENDOR SPACE AND PARTICIPATION IN THIS EVENT.

Vendor Signature Date Signed

Printed Vendor Name

Vendor Business Name (please print)

Do you possess a license to sell food in the state of Florida? Yes No

Total fee enclosed or amount to be charged: \$_____

(please contact us if you request alternate payment schedule)

Please indicate your payment type and complete the necessary fields:

A. Check # _____

B. Money Order or Cashier's Check # _____

C. Credit Card (Indicate one): Visa MasterCard Discover American Express

Credit Card # _____

EXP DATE: ____ / ____

CVC Code: _____

Billing Address (Including City, State, Zip):

Printed Name on Credit Card: _____

Billing Phone #: _____

I agree to these terms and authorize this charge to my credit card listed above. I understand that a receipt will be mailed to the address listed above upon approval of charge.

Card Holder

Signature: _____

GENERAL RELEASE

The undersigned, individually and/or on behalf of the Company/Organization does hereby discharge, release, indemnify and hold harmless International Jazz Day Ocala and Boys & Girls Clubs of Marion County, its employees, agents and officers, and all other sponsoring organizations from any and all manner of actions, suit, damages or claims whatsoever arising from any loss or damage to the person or property of the undersigned and the undersigned's employees, volunteers, representatives or agents while in possession of Vendor space or participating in the International Jazz Day Ocala event. I understand that my vendor fee shall not be refunded if all or part of the event is cancelled, including but not limited to inclement weather or acts of nature.

I HAVE READ ALL THE RULES PERTAINING TO THIS CONTRACT AND AGREE TO ABIDE BY THEM.

Signature of Vendor _____

Date _____

FOR OFFICE USE ONLY	
Postmark Date _____	Check # _____

PLEASE CONTACT BGCMC WITH ANY QUESTIONS AND RETURN COMPLETED CONTRACTS TO OUR OFFICE:

BOYS & GIRLS CLUBS OF MARION COUNTY
Office: 352-690-7519
Email: admin@bgcofmarion.com

Mailing Address:
800 SW 12th Avenue, Ocala, FL 34471

FOOD VENDORS: PROVIDE A DETAILED LIST OF ITEMS PROPOSED FOR SALE.

*Food vendors are limited to 10 items; you can utilize the remaining 4 spaces to enumerate additional food options in case one or more of your food items are denied. You must include the serving size (oz. per piece/serving) and price per serving for ALL items.

Item	Description	Serving Size	Price Per Item
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$