

- \* FEE -- \$ 500 (20X10 SPACE)
- \* FEE -- \$ 300 (10X10 SPACE)
- \* FEE -- \$ 100 (INFORMATION ONLY; NO SELLING)



## MERCHANDISE VENDOR APPLICATION

**VENDOR FEES.** \$300 Merchandise Vendor Fee. All vendor fees are due no later than thirty (30) days prior to the Event. A late fee of \$50 will be charged for applications and fee payments postmarked later. FEES ARE NON-REFUNDABLE unless the Event is cancelled in its entirety.

**VENDOR BOOTH ASSIGNMENT.** Non Food Vendor Booth space is a 10x10 area. The Vendor Coordinator will determine the location for your booth and assign your space. Space will be assigned on a first-approved, first-paid basis. Booth spaces will be marked and numbered.

**VENDOR SET-UP AND BREAKDOWN.** Check In Date will be Friday before the show. All vendors must check in with the Vendor Coordinator upon arrival at the Event. Vendor will be given credentials, which must be worn at all times during the Event. Vendors must adhere to load-in and load-out times. Vendor booth must be open and able to sell when the gates open. Break down cannot begin until after the Event concludes. Check in time is 1pm-5pm. All vendors must check out with the Vendor Coordinator before leaving.

**VENDOR LOADING / UNLOADING.** Load and unload your vehicle where indicated by the Event staff and immediately move your vehicle to the designated parking area for vendors. Vehicles must be promptly removed from the Event area after loading and unloading.

**VENDOR PARKING.** Parking for vendors will be available and is free of charge according to the number of passes allotted. Passes must be displayed in vehicles at all times.

**VENDOR BOOTH.** Vendor is responsible for supplying its own tent tables, chairs, equipment, personnel and signage necessary to set up their display. Vendor is responsible for packing, unpacking, and displaying their own merchandise and equipment: For outside show, All tents, canopies, and tarps must be in good condition, composed of flame resistant materials, freestanding or secured with bricks, blocks, or cement buckets. Vendor shall bring enough weights and tie-downs to secure booth tent and canopy from the effects of wind and rain, as well as to prevent tip-over or collapse. Signage is to be no wider or higher than the booth space. Stock boxes should be stored out of the way of the public and adjacent vendors. Vendor must comply with all applicable laws, codes, ordinances, and regulations for health, fire prevention and public safety.

Vendor will receive three (3) wristbands and one (1) parking pass. Vendors are responsible for their own power cords.

**VENDOR ELECTRICAL REQUIREMENTS.** Vendors must supply their own electricity. All vendors regardless must supply their own lighting for inside of tents and or space area

**ADDITIONAL VENDOR RESPONSIBILITIES. VENDOR MAY NOT SELL OR ATTEMPT TO SELL ANY PRODUCT OR SERVICE OTHER THAN THOSE SUBMITTED ON VENDOR APPLICATION AND PREAPPROVED BY PROMOTER.** Violation is subject to immediate termination of this Agreement and removal of Vendor from the Event. Approval shall not be construed to grant product or service exclusivity. Vendor must maintain its space in clean, sanitary and orderly condition. Vendor must provide its own trash receptacles. No overflow of trash will be permitted. All merchandise must have signage with prices. All merchandise must be of good quality no damaged, spoiled, outdated or used merchandise is permitted. Vendor must have its own necessary money and change for transactions.

Neither the promoter nor event staff will provide change. Vendor Coordinator will perform random periodic inspections during the Event.

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**EVENT FOOD AND BEVERAGE POLICY. NO FOOD. NO ALCOHOLIC OR NON-ALCOHOLIC BEVERAGES MAY BE SOLD OR DISPENSED BY VENDORS AT ANY TIME.**

**ANIMALS.** Vendor is absolutely precluded from bringing animals, with the exception of certified service animals, into the Event at any time.

**SECURITY.** Vendor is responsible for safeguarding Vendor's own merchandise, cash registers/boxes, booth decorations and equipment. Vendor should make arrangements for relief personnel for restroom and meal breaks, so as not to leave Vendor booth unattended. Vendor shall immediately report any emergency, including fire, injury, theft, accident, equipment damage, altercation with other vendors or customers or other unforeseen events to the Vendor Coordinator. Risk of loss, damage or theft of Vendor's merchandise, equipment or property shall be borne solely by Vendor.

**INSURANCE.** Vendor is responsible for Vendor's own liabilities. Vendor shall obtain adequate property and liability insurance as well as workman's compensation insurance, if applicable. **VENDOR MUST PROVIDE PROMOTER WITH A COPY OF ITS CERTIFICATE OF INSURANCE AND MUST LIST PROMOTER AND EVENT CITY AS ADDITIONAL INSURED.**

**LICENSES/PERMITS.** Vendor is solely responsible for obtaining any and all appropriate permits, licenses and/or approvals required by Federal, State, or local law, statute, ordinance, rule, regulation or policy no later than 30 days prior to Event. Vendor shall display any business license and permit at booth location and must provide Promoter with a copy of appropriate business license or permit. Requests made by the Department of Health, Fire Marshall or other governing body must immediately be complied with. Promoter assumes no liability if Vendor is forced to close by any governing body including venue.

**SALES TAX.** Vendor shall collect and remit all state sales tax on those items subject to the same. In no event will Promoter be responsible for any tax assessed to vendor.

**VENDOR CODE OF CONDUCT.** Only vendors who complete an application, sign a vendor agreement, pay their fees, provide a certificate of insurance and business license/permit, and receive approval by the Promoter will be permitted to display and sell at the Event. All vendors are expected to be courteous to customers, other vendors, and Event staff. Disruptive or inappropriate behavior will not be tolerated and may result in immediate and/or permanent removal from the Event. Any criminal conduct, dishonest practice, indecency, drunkenness, being under the influence of drugs, or damage to property on the part of Vendor is grounds for immediate termination of this agreement and may result in immediate and/or permanent removal from the Event. Appropriate attire is required, including shirt and shoes. Smoking breaks must be taken, if at all, away from booths and customers. All promotion of vendor's merchandise must take place within the confines of vendor's booth. No person shall make a public outcry or give any musical or other entertainment for the purpose of attracting attention or drawing customers. Any vendor concerns should be reported to the Vendor Coordinator.

**TERMINATION OF CONTRACT.** Any non-compliance or violation of this agreement shall be cause for immediate termination of this agreement and removal of Vendor from the Event. In the event this agreement is terminated, vendor shall immediately cease any activities at the Event and shall remove all equipment, personnel and other property in an orderly fashion.

**INDEPENDENT CONTRACTOR.** Vendor shall be considered as an independent contractor and not an employee of Promoter or the Event. This agreement shall not be construed to create a partnership of any kind. Neither Vendor nor Promoter is authorized to act as agent for the other or to incur any liability in the name of the other.

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**INDEMNIFICATION.** Vendor agrees to indemnify, defend, and hold harmless the Promoter, its directors, officers, and agents and the city/location of the Event from any and all damages including attorneys' fees and costs arising out of or in connection with (1) the negligence of Vendor or its employees/agents, (2) the failure of Vendor to comply with any of the provisions of this agreement or any other laws or ordinances in connection with the performance of the agreement, or (3) any costs, expenses, or fees incurred by Vendor as a result of any claim, demand or causes of action by a third party arising out of operation as an Event Vendor. This provision shall survive termination of the agreement and shall continue in effect until the expiration of the corresponding statute of limitations.

**LIABILITY.** Promoter shall not be responsible for any liability arising out of the acts of Vendor or its employees or for injuries sustained by Vendor or its employees. Neither Promoter, Event Coordinator nor other Event representative may be held personally liable for the payment of any costs or fees related to this agreement.

**RAIN OR SHINE.** The Event is held rain or shine.

**APPLICABLE LAW.** The laws of the State of Florida shall govern this agreement. The exclusive venue for any administrative or legal action arising under the agreement shall be in Duval County, Florida. In the event that a party is forced to obtain an attorney to enforce the terms of this agreement, the party prevailing in such action of enforcement shall be entitled to the recovery of reasonable attorneys' fees in such action.

**SEVERABILITY.** In the event one or more of the provisions contained in this agreement are declared invalid, illegal or unenforceable in any respect, the remaining provisions shall not in any way be impaired thereby.

**ENTIRE AGREEMENT.** This agreement sets forth the entire agreement between the parties, and may not be amended except by a writing signed by both parties hereto.

**The undersigned acknowledges that he/she has read, understands and will abide by the terms and conditions in this agreement and has the authority to contract on behalf of vendor. He/she understands that non-compliance with any of the aforementioned provisions may result in forfeiture of security deposit, termination of this agreement and/or removal from the Event.**

**PLEASE PRINT THE CONTRACT FOR YOUR RECORDS BEFORE YOU SUBMIT IT!!**

**THANK YOU!**



# MERCHANDISE VENDOR APPLICATION

**Please complete the following information below and upload recent pictures of your setup and product. Be sure to place your company name and merchandie vendor application in the subject field.**

Please provide a description of your product.

Business Name\*

Owner's Name\*

E-Mail\*

Phone\*

Website

Street Address\*

City\*

State

Zip

<https://www.pinterest.com/throwbackfestco/pins/>

<https://twitter.com/throwbackfestja>

<https://www.facebook.com/ThrowbackConcert/>

\*Required fields

You will need to download this form and complete it using the \*\*free abode reader application in order to submit your form online. Alternately, you can complete and save this form, then use your email to send the form as a regular attachment.

\*\*To download adobe reader, click here.