



**Throwback Fest
Vendor Application
Jacksonville, Florida**

This application **MUST** accompany the signed Compliance Agreement and VENDOR Contract. **Complete, Sign, and EMAIL to info@throwbackconcert.com OR submit online @ throwbackconcert.com OR MAIL to P.O Box 77557 Jacksonville, Florida 32226. *Vendors approved will be notified of their acceptance via email only. Please do not send cash or payment until you are selected to participate.***

Once approved, send funds in cashier check or money order form, SEPARATE \$200.00 refundable security deposit, AND copy of liability insurance before October 3rd deadline. (Application deadline is September 27th). ALL VENDORS MUST BE SELF CONTAINED. Electrical services will NOT be provided. Must bring own tent, chairs, tables, lighting, and all necessary equipment to operate.

FOOD VENDOR FEE \$600.00 (20 x 10) (6 wristbands & 2 Parking)
MERCHANDISE \$300.00 (10 x 10) (2 wristbands & 2 Parking)
NON- PROFIT (INFO ONLY) \$150.00 (10X10) (2 wristbands & 2 Parking)
ADD \$200.00 security deposit (separate check) (Food vendors ONLY).

NO BEVERAGES OF ANY KIND may be sold or dispensed at any time.

Vendor Company Name:

Contact Name: _____

Mailing Address: _____

City _____ **State** _____ **Zip** _____

Office: _____ **Cell Number** _____

Fax _____ **Email:** _____

Federal ID # or Soc. Sec. #: _____

Please select category:

Food Vendor Merchandise

Non- Profit (Information sharing only. No sales) other

How long in business: _____.

References: Please list 2 event references.

Name of Event _____

Event Contact Name _____

Event Contact Number _____

Date of Event _____ *Number of Customers served per day* _____

Name of Event _____

Event Contact Name _____

Event Contact Number _____

Date of Event _____ *Number of Cust. Served per day* _____

If accepted, THIS application shall constitute a contractual agreement between the applicant (VENDOR) and Musical Ear Events LLC for concession sales at Throwback Fest (EVENT). Promoter reserves the right to terminate this agreement AND PERMIT at any time.

Menu / Items to be sold

Please LIST ALL items AND PRICES. Only approved items may be sold. Throwback Fest and Musical Ear Events Coordinator reserves the right to remove any items from the vendor's application. **No hand-written signs allowed** or displayed. Professional Banners/ Signage highly recommended.

All spaces will be assigned at the discretion of the event vendor coordinator.

Vendor Signature _____ Date: _____

INSURANCE:

Vendors must provide copy of certificate for event insurance (liability) in the minimum of One Million Dollars (\$1,000,000.00). The Certificate of Liability MUST read the following:

**THE CERTIFICATE HOLDER: Musical Ear Events, LLC.
Throwback Fest
P.O. Box 77557
Jacksonville, Florida 32226**

Additional Insured's:

Throwback Fest, Morocco Shrine Center and Grounds, Musical Ear Enhanced Corporation, City of Jacksonville, City members, their officials, employees, agents, and volunteers are hereby covered as additional insured under all of the above General Liability coverage with respect to liability arising out of the Insured at the 2018 Throwback Fest.

**Checks Payable to: Musical Ear Events, LLC
Mail to: Throwback Fest
P.O. Box 77557
Jacksonville, Florida 32226**

**Contact Info:
info@throwbackconcert.com
Joneen Reid (Vendor Coordinator)**

***** NO ONE WILL BE ALLOWED TO SET UP BEFORE 12pm NOON ON FRIDAY. SPACES ARE ASSIGNED ACCORDING TO order of payment received. No vendors accepted at gate on show day!**

***** If mailing application and documents, please make sure you cover correct stamp amount and include returned address on envelope. ******

**DEADLINE October 3rd for Funds and Copy of Insurance!
Vendor Coordinator: Joneen Reid 704-533-3260**

COMPLIANCE AGREEMENT

I understand that roaming overnight security will not be provided. Musical Ear Events & Affiliates will not be held liable or responsible for any lost, stolen, or damaged property.

Vendors must be prepared for Health inspector by 1:00pm on Sat. (time may change). Vendor is solely responsible for obtaining any and all appropriate Licenses prior to event. **Bring a \$91.00 money order (Cash not accepted) for the Dept. of Business and Regulation. If not complaint, you will forfeit your fee and will not be allowed to sale. Vendors are responsible for all sales and use tax, fees and permits.**

Vendor space is sold only to the company/individual named on the insurance. Vendor Space cannot be sublet, subleased or otherwise resold to another vendor without written permission from Throwback Fest/Musical Ear Events. *ALL VENDOR MUST be completely SELF CONTAINED. Food Vendors with grease MUST TAKE Grease with you before leaving. NO grease in dumpsters, grounds, or potty portlet. MUST provide CLEAN fire-retardant tent, tables, chairs, electricity, change till, & etc. (Please Have quite generator) Vendor's space must be in clean and workable Condition at all times. All Vendors must clean up site area before leaving. Vendor is responsible for seeing the Vendor coordinator before leaving to verify area. Vendors may not use toxic substances nor open fire in their vending space. Please place all grills outside of tent. No Smoking is allowed in vendor space. No animals are allowed on premises unless the animal is a service dog.*

Vendors and staff must wear provided I.D wristbands at all times while on the site. NO vendors are allowed at any time to use THROWBACK FEST event logo or name. No Vendors are allowed to sell Throwback Fest merchandise unless written approval. NO BEVERAGES OF ANY KIND MAY BE SOLD, displayed OR DISPENSED!! NON-Profit vendors are only allowed to pass out information from assigned tent only.

I also understand there are NO refunds if the qualified approved vendor elects to Withdraw as a vendor or does not and comply with any rules and regulations. Promoter reserves the rights to terminate this agreement at any time.

Not abiding by rules, compliance agreement, and contract are grounds for dismissal at any time on, before, or during show day.

Signature _____ Company name _____
_____ Print Name Date _____

VENDOR CONTRACT

Vendor: _____ Phone: _____

Product/Service: _____ Fee: \$ 600.00 Food
\$ 300.00/ Non-Food
\$ 200.00 Security Deposit
\$ 150.00 Non-profit

****CONTRACT.** This application, properly executed by Vendor shall upon acceptance constitute a valid and binding contract. Musical Ear Events LLC. (“MEE”) has sole discretion to reject any applicant for any reason whatsoever.

**** FEES.** The above-referenced vending fee and security deposit must be received by deadline. (October 3rd). Said fee shall be in the form of cashier’s check or money order and must be made payable to “**Musical Ear Events LLC.**”. **** Vendor fees are non-refundable. (Partial payments will not be accepted). Unless forfeited, you will receive deposit 30 days after show.**

****SET UP/BREAKDOWN & PARKING.** Set up begins on Friday 12 noon until 6pm. & Saturday morning @ 8am until 1:30pm. Vendors must secure tent from the effects of wind and rain. Vendors must move vehicle to designated parking area. No vendors allowed to drive into park or concert vendor area after 1pm. Any vehicles left in the vendor area after 1:30pm will be towed at the owner’s expense. Parking pass must be displayed at all times. All vendors must check-in with coordinator upon arrival. Vendor Coordinator will direct you to your assigned booth. Breakdown **CAN NOT** begin until after event concludes. Food Vendors must see Vendor Coordinator after breakdown at end of event. All vendors **must be completely loaded out by 2am Sun.**

****PROVISIONS.** MEE will provide Vendor with one 20x10 exhibit space for food and one 10x10 for non-food, water hook up, and vendor passes only. No overflow space of equipment or setup. If setup exceeds space allocated, there will be an additional charge per feet. All Vendors must provide generators, extension cords, and all other items needed. Vendors must provide proof of insurance as stated.

****SELLING AND SECURITY.** All vendors must be open and ready to sell when the gates open. All Vendors are responsible for the care and security of their own cash, merchandise, booth, equipment and property at all times. Highly recommend vendor not to leave booth unattended. Throwback Fest will not provide any change. MEE assumes no responsibility for property.

****SPACE ASSIGNMENT.** MEE reserves the right to change booth location. Booth spaces are assigned in the order that we receive funds from the vendors. No walking or riding vendors will be allowed. **NO ROAMING. (Only official MEE T-shirt vendor may roam).**

****TYPE OF GOODS SOLD/ SERVICES OFFERED.** Vendor may not sell or offer any goods or services not listed above and approved by MEE. **Only approved items may be sold. NO ice or BEVERAGES OF ANY KIND can be sold.** If non-alcoholic

or alcoholic drinks or cups of ice are sold, there will be a **\$1,500.00 FINE** payable on the spot. If refusal, the police will close off line and SHUT DOWN booth. No refunds of any kind issued. Vendor will be banned from any future Musical Ear Events.

****CANCELLATION OF EVENT.** Vendor understands and agrees that unless the event is cancelled by MEE in its entirety, there shall be NO REFUNDS of the vending fee. The event will be held “rain or shine”. MEE shall not be liable for any loss or damage to vendor which may be caused by or associated with any postponement or cancellation.

****VENDOR RESPONSIBILITY AND LIABILITY.** All vendors are independent contractors. This agreement shall NOT constitute or be considered a partnership, employer-employee relationship, joint venture or agency between MEE, the promoter and Vendor. Vendor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state, and federal governing bodies. Food Vendors expressly agree to assume all responsibility for compliance with any associated food handling and fire. No overflow of trash permitted. No outdated, spoiled or damaged food and goods permitted. Vendor shall assume full responsibility for vendor’s conduct and for the conduct of its employees, subcontractors, suppliers, volunteers, or any other person associated with vendor and shall indemnify and hold harmless Musical Ear Events, Musical Ear Enhanced from and against all claims. Neither party shall be liable to the other for loss profit nor revenue.

**** 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 attorney fees in such action.

By signing, vendor acknowledges that he/she has read, understands and accepts ALL clauses and conditions outlined in the application, vendor contract and compliance agreement. Vendor agrees to indemnify and hold Musical Ear Events, Musical Ear Enhanced Corporation, and its officers, employees, volunteers, affiliates, and agents, harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, lawsuits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorney’s fees, by or on behalf of any person, party or governmental authority whatsoever arising out of (a) any failure to vendor to abide by the conditions of its permit, (b) any accident, injury or damage which occurs before and during the Throwback Fest, or (c) any other matter arising from or relating to Vendor occupation or use of its vendor space.

Signature

Print Name

Date _____

Your signature or submission of this form signifies your understanding and agreement to each and all of the Terms and Conditions in this vendor agreement.