

## 2010 JAMMIN' JENSEN VENDOR AGREEMENT & GUIDELINES

**Vendor priority categories accepted -- Handmade Crafts, Tourist Souvenirs, Sunglasses, T-shirts, Handcrafted and Unique Jewelry, Fiber/Textiles, Graphics, Sculpture, Original Paintings, Pottery, Photography, Collectables, and Plants.**

**Vendor categories not accepted -- Food, Weapons, Flammable Items, Political Campaigns, Toxic Products, Motorized Vehicles, Perfume, Liquid Products, Cigarette Lighters, and Duplicated Items, Promotion/advertising of a specific business, service, association, club, or product.**

**Weekly space rental fee:**

**\$20 - 10'x10' space**

**\$15 – table only space, smaller than 10x10 and no tent.**

**Work must be contained in assigned space. Chamber official reserves the right to enforce the above space size.**

**Fees are collected during the event. No monthly or yearly rates offered.**

The Jensen Beach Chamber of Commerce (JBCC) welcomes your application to “Jammin Jensen”. Our goal is to provide the best possible family event that welcomes visitors and benefits vendors, downtown merchants and restaurants.

“Jammin Jensen” is held each Thursday Night in downtown Jensen Beach from **6pm to 10pm (weather permitting)** –

Note: the event is never officially cancelled, with the exception of Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day (if these holidays fall on a Thursday night). **You must be in attendance and ready to set-up at 5pm or your space will be reassigned to another vendor at 5:05pm. You will be considered a no show and will forfeit your deposit if you have not called 772-334-3444 by 5pm on the day of the event.**

JBCC reserves the right to restrict exhibits which because of loud noise, odors, methods of operation or any other reason become objectionable or otherwise detract from or are out of keeping with the character of the event as a whole. This includes amplified music, radios, bright lights or other distractions, helium balloons, generators, persons, things, conduct or printed material. JBCC reserves the right to alter or close any exhibit which does not conform to the provisions of this agreement. No refund shall be due under such circumstances. JBCC also reserves the right to exclude nonconforming party from exhibiting at any future JBCC event or to give lowest priority for future exhibit space. These actions do not constitute exclusive remedies and JBCC may avail itself of any remedy in law or equity in addition to these actions.

The JBCC will permit approved VENDOR to display and sell approved items at the VENDOR'S own risk at an assigned location within the event site. JBCC reserves the right to refuse or terminate rental to any VENDOR at any time when it is deemed in the best interest of the event. The vendor must describe in the participation application the type of products intended to be sold by vendor. Examples of products you wish to sell must be seen by a JBCC official before acceptance in “Jammin Jensen” is official and you have received an executed copy of the participation application. Prices charged should be fair to all vendors and comparable to pricing in the community. Intentional undercutting will be considered unfair and could lead to your permanent expulsion from the event. If you add new items, they must be approved by JBCC officials. Intentional duplication of another vendor's products will not be tolerated or accepted. This practice could lead to denying acceptance as a vendor or your permanent expulsion from the event. No halogen lights permitted. Energy efficient light bulbs are required.

**Accepted vendors must agree to the following essential rules:**

1. The VENDOR shall be solely responsible for its own display, materials and products; set up and dismantle of the same and understand and agree that the JBCC, Martin County, or the property owner of the land on which the exhibit is erected, its agents, employees and representatives provides no guarantee for the safety of the VENDOR'S property and shall have no obligation or be responsible for any damage to the VENDOR'S display, material, work or equipment. Nails may not be placed in the streets, sidewalks, or parking lots. No loose wires on pedestrian walkways

2. VENDOR agrees to be bound by all pertinent laws, codes and regulations of authorities/government having jurisdiction.

3. The VENDOR agrees to set up its display, no earlier than 5 p.m. (There is a possibility that a delayed set-up may be required in certain parking lots – Wells Fargo Bank (Wachovia) parking lot, and Dr. Eddington's parking lot) and to remain set up for the entire event and dismantle no later than 9:30 p.m. Electric will be turned off promptly at 10:15pm. VENDOR is responsible for collecting sales tax. VENDORS are responsible for licensing as may be required by local and state governments.

4. No tents, extension cords, lighting fixtures, table skirting, tables or chairs are provided. The VENDOR shall leave with all of its unsold items, merchandise, trash, boxes and to clean its designated exhibit area. Any items left by the VENDOR or not removed by 10pm shall be deemed abandoned and may be disposed of by the Jensen Beach Chamber of Commerce in its own discretion. **VENDOR'S must dispose of their own trash – meaning take the trash you generate with you.** The VENDOR agrees to follow any and all instruction provide by JBCC, property owner, or Martin County or its

representatives, agents and employees relative to the VENDOR'S display, its set up and its dismantle. VENDORS bear the responsibility for security needs for their exhibit. Booth must be attractive and skirted. Displays will be viewed by JBCC officials who have sole discretion to require the removal of exhibits or products that violate event guidelines.

5. The VENDOR shall arrange its exhibit so as to not interfere or obscure a neighboring VENDOR'S exhibit. All fire department 18' safety lanes and rules will be observed and strictly enforced including Martin County Code requirement of a 4' pedestrian right-of-way on all sidewalks.

6. The VENDOR may only display and offer for sale that which it described on the written executed participation application under products to be sold. **Adding products to your space, after your participation as a vendor in the event was granted, is prohibited without approval of Chamber officials.**

7. The VENDOR understands and unconditionally agrees that in order to participate, it shall not display and/or offer for sale art work or material the JBCC (in its sole discretion and interpretation) deems offensive or which is deemed not in keeping with the family character of the event. Any offensive art work or material must be immediately removed from its display. Failure to do so obligates the VENDOR to immediately dismantle its display and vacate the designated area. JBCC reserves the right and the VENDOR authorizes JBCC to remove the offensive work from display and to hold without concern or responsibility for its welfare, until the conclusion of the Thursday Night Downtown Jammin Jensen event, at which time the VENDOR may retrieve the art/material.

8. VENDOR may not assign its right to the exhibit space without the express written authorization of the JBCC. The VENDOR understands that the submission of a written request is not a guarantee that the request will be accepted.

9. The VENDOR understands and agrees that their participation shall not constitute nor be an advertisement for a specific business, service, association, club, or product.

10. The VENDOR represents that it accepts and will comply with these guidelines, rules and regulations through its own free will, that it understands the guidelines, rules and regulations, believes them to be fair, beneficial and in its best interest and agrees to be bound by the same. JBCC reserves the right to amend the agreement, rules and regulations when deemed necessary to be in the best interest of the event.

11. It is required that each VENDOR be covered under their own liability insurance policy and provide Certificate of General Liability insurance naming the Jensen Beach Chamber of Commerce, Inc. as an additional insured and the VENDOR agrees to indemnify and hold harmless the Jensen Beach Chamber of Commerce, Martin County, or the property owner on the land on which the exhibit is erected.

### **Deposits**

When you receive a permanently assigned space, you must pay a deposit in the amount of **\$10**. Deposits are still in affect if paid during a previous year.

### **Your deposit will be forfeited...**

**...If you are a no show and have not notified the Chamber (772-334-3444) of your intended absence.**

**...If you add items for sale that were not included on your original application and you did not inform JBCC officials of changes/additions of products to be sold.**

*Decisions by Chamber officials on VENDOR participation and deposit forfeitures are final. If your deposit is forfeited and you wish to continue as a Jammin Jensen VENDOR, you must reapply, and if you are accepted, another deposit payment will be required.*

*Deposits will be returned if you chose to discontinue your participation as a VENDOR and your deposit has not already been forfeited. Applicants not accepted to participate will be entitled to a complete deposit refund. A bank deposit of payment does not indicate acceptance.*

**Please note: Once accepted and assigned a permanent space, please go directly to your assigned space to set-up each Thursday night. If you have not been assigned a permanent space, or you wish to change spaces, please come into the Jensen Beach Chamber of Commerce office at 1900 NE Ricou Terrace for space placement by 5pm each Thursday night until you are assigned a permanent space. Do not set-up in an unassigned space without approval from a Chamber official or you will jeopardize your future participation in the event.**

**NO CONSUMPTION OF ALCOHOLIC BEVERAGES BY VENDORS. Any vendor seen drinking alcoholic beverages at their location during event hours will be asked to leave immediately and their future participation in Jammin' Jensen will be discontinued.**

# 2010 Jammin Jensen VENDOR Participation Application

Every Thursday night (6–9:30pm) weather permitting, in downtown Jensen Beach with the exception of Thanksgiving, Christmas Day, Christmas Eve, New Year's Eve, New Year's Day if any of these holidays fall on Thursday.

Please hand deliver application or mail to: **Jensen Beach Chamber of Commerce, 1900 NE Ricou Terrace, Jensen Beach, FL 34957** (If you mail application please call Chamber to confirm acceptance 772-334-3444)

PRINTED NAME OF CONTACT: \_\_\_\_\_ DATE: \_\_\_\_\_

EXHIBIT NAME: \_\_\_\_\_ Licensed?  YES  NO

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ CELL: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

## Please mark category:

- Painting (Oils/Acrylics/Watercolor) ( Original)
- Sculpture ( Handcrafted  Manufactured)
- Jewelry ( Handcrafted  Manufactured)
- Graphics/Drawing ( Original)
- Antiques
- Plants

- Pottery ( Handcrafted  Manufactured)
- Collectibles
- Photography ( Original)
- Craft ( Handcrafted  Manufactured)
- Fiber/Textiles ( Handcrafted  Manufactured)
- Other \_\_\_\_\_

List products to be sold: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If the foregoing terms are acceptable, kindly affix your signature below. You will not be required to execute this Agreement on a weekly basis. This agreement is for participation from January 7, 2010 through December 30, 2010. I have read and agree to the guidelines, rules and regulations set forth. I also agree to fulfill all Florida and Martin County legal requirements in connection with all sales.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*I declare that all of the statements in this application are truthful, correct and representative of the products which I will exhibit and sell at Jammin Jensen. I will inform Chamber of Commerce officials if I discontinue or expand my products. I agree to abide by the Jammin Jensen guidelines and understand Chamber of Commerce officials reserve the right to make the final interpretation of all guidelines.*

Chamber Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Liability Insurance Provider \_\_\_\_\_ Policy # \_\_\_\_\_

Applicant Official Contact (print name) \_\_\_\_\_ agrees to defend, indemnify and hold harmless, Jensen Beach Chamber of Commerce, its officers and directors, sponsors, and employees; and Martin County, and its officials, officers, agents, employees, and representatives, past, present and future, from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands, arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and legal defense thereof (including, but not limited to, attorney fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to the requested activities enumerated in this agreement, and application or in any subsequently issued permit thereto; and/or the use or omissions of the Applicant, its officers, agents, employees, contractors, subcontractors, licensees, volunteers, invitees regardless of where the injury, death, or damage may occur. Provided, however, that nothing herein shall be construed to be a waiver of the County's sovereign immunity, provided by the Florida Constitution of provisions of Section 768.28 Fla. Stat. (2003).

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_