

## 2012 JAMMIN' JENSEN VENDOR AGREEMENT & GUIDELINES

Produced and managed by the Jensen Beach Chamber of Commerce (JBCC)

**Space rental fee per event:**      **\$20 - 10'x10' space (tent or no tent)**      **\$15 – table space, smaller then 10 x10.**  
**NEW HOURS FOR 2012 (SET-UP 5:30PM – 6:30PM ONLY) (EVENT HOURS 6PM - 9:30PM) (EVENT CLOSSES 10PM)**

Work must be contained in assigned space. Chamber officials reserve the right to enforce the above space size. Larger spaces will require additional fees. Fees are collected during the event. No monthly or yearly rates offered. Jammin Jensen operates from **6pm to 9:30pm** weather permitting. You must be in attendance and ready to set-up at 5:30pm or your space will be reassigned to another vendor at 5:45pm. You will be considered a no show and will forfeit your assigned space if you have not called 772-334-3444 by 5:30pm on the day of the event. 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).

### Categories acceptable

- Sunglasses, t-shirts, handbags, and jewelry are temporarily not being accepted.
- Collectables
- Fiber/Textiles
- Graphics
- Handmade Crafts
- Original Paintings
- Pottery
- Photography
- Plants
- Sculpture
- Souvenirs

### Not acceptable

- Duplicated Items currently being sold by other vendors
- Promotion/advertising of a specific business, service, association, club, or product.
- Cigarette Lighters
- Flammable Items
- Food
- Motorized Machines
- Perfume and Liquid Products
- Political Campaigns
- Toxic Products
- Weapons

### Accepted vendors must agree to the following rules:

1. Once assigned a permanent space, please go directly to your assigned space to set-up. If you have not been assigned a permanent space, or you wish to change spaces, you are required to come into the Jensen Beach Chamber of Commerce office at 1900 NE Ricou Terrace for space placement by 5:30pm each Thursday night. Do not set-up in an unassigned space without approval from a Chamber official or you will jeopardize your future participation in the event. There is no guarantee of an assigned permanent space for new VENDORS only participating a few weeks out of the year week or for the season. Only VENDORS that participate on a consistent basis will be assigned a permanent space.
2. 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.
3. The VENDOR shall be solely responsible for their own display, materials and products; set-up and dismantle of the same and understand and agree that the JBCC, Martin County, and 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. VENDORS bear the responsibility for security needs for their exhibit.
4. The VENDOR agrees to set-up their display, no earlier than 5:30pm and to remain set-up for the entire event and dismantle no later than 9:30pm Electric will be turned off promptly at 10pm. VENDOR is responsible for collecting sales tax. VENDORS are responsible for licensing as may be required by local and state governments and all pertinent laws, codes and regulations of authorities/government having jurisdiction.
5. Not provided -- Tents, extension cords, lighting fixtures, table skirting, tables or chairs. The VENDOR shall leave with all of their unsold items, merchandise, trash, and boxes. VENDOR must clean their 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. The VENDOR shall arrange their exhibit so as to not interfere or obscure a neighboring VENDOR'S exhibit. All fire department safety lanes will be observed including County Code requirement of a 4' pedestrian right-of-way on sidewalks.
6. The VENDOR agrees to follow any and all instruction provide by JBCC, property owner, and Martin County or its representatives, agents and employees relative to the VENDOR'S display, its set-up and its dismantle. 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 or deemed unacceptable. The VENDOR understands and agrees that their participation shall not constitute nor be an advertisement for a specific business, service, association, club, or product.
7. The VENDOR understands and unconditionally agrees that in order to participate; they shall not display and/or offer for sale art work or material any JBCC official (in their 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 the display. Failure to do so obligates the VENDOR to immediately dismantle their display and vacate the designated area. Any JBCC official 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. The VENDOR represents that they accepts and will comply with these guidelines, rules and regulations through their own free will, that they understands the guidelines, rules and regulations, believes them to be fair, beneficial and in their 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. JBCC event official reserves the right to remove any vendor from participation if any of these guidelines are not followed.
9. 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, and the property owner on the land on which the exhibit is erected.

# 2012 Jammin Jensen VENDOR Participation Application

Every Thursday night (6:30–9:30pm) 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: \_\_\_\_\_ MOBILE: \_\_\_\_\_ 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: \_\_\_\_\_

The VENDOR may only display and offer for sale that which they described on the written executed participation application under products to be sold. **Adding products to your space after your participation as a vendor was granted is prohibited without approval of Chamber officials. Failure to abide by this rule may result in your immediate permanent removal from the event.**

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 5, 2012 through December 27, 2012. 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: \_\_\_\_\_

If applicable: Liability Insurance Provider \_\_\_\_\_ Policy # \_\_\_\_\_

## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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: \_\_\_\_\_