

MERCHANDISE/ARTS & CRAFTS

MARCH 9 - 10, 2019

HARD ROCK STADIUM • MIAMI GARDENS, FL

MERCHANDISE VENDOR AGREEMENT, INFORMATION & REGULATIONS

- > **Merchandise/ Arts & Crafts Vendor Booth 10' x 10' - \$1,750.00**
- > **Merchandise/ Arts & Crafts Vendor Booth 20' x 10' - \$2,750.00**
- > Interested Vendors should return application and signed agreement to **concertz_vendors@yahoo.com** or **Fax to (954) 678-6090 Attention: Vannis Lopez**
- > Vendors approved to participate will be notified of their acceptance via email or phone.

**APPLICATION DEADLINE IS DECEMBER 15, 2018.
DO NOT SEND PAYMENTS UNTIL YOU RECEIVE NOTIFICATION
THAT YOUR COMPANY HAS BEEN SELECTED.**

- > If you are approved, you must provide proof of General Liability Insurance and any permits or licenses required and must comply with all State, County, and City regulations. All proof of insurance must be submitted along with payment.
- > If you are selected, full payment along with proof of General Liability Insurance must be received within 30 Days of your selection. If your payment and insurance certificate is not received by the Due date, you will automatically be placed on the Waiting list and the reserved space will be offered to someone else. Your reserved vendor space will only be confirmed once full payment and General Liability Insurance is received. Deposits or partial Payments will not be accepted.
- > All vendor spaces will be assigned at the discretion of the Event Vendor Coordinator. **All payments are Non-refundable. Do not send any payments unless you are selected to participate.**
- > **Upon approval to participate, your payment must be in the form of a Cashier's Check or Money Order and should be made payable to AEG Presents SE, LLC.**
- > **Mail payment to: Vendor Express, Inc. 2700 N.W 44th Street Suite 513 Oakland Park, FL 33309 Attention: Vannis Lopez - Please reference "Jazz in the Gardens Vendor" on your payment**
- > Tent, (2) 8' tables, (2) chairs, lighting and electricity are Included with your vendor fee. Any extension cords used must be Heavy-duty, three prong outdoor type. Two prong cords are not permitted and no extensions cords are to be used in the existing overhead lighting located inside the vendor tent. An electrical Quad box will be located near vendor tents for your use.
- > Vendors will receive (4) Vendor Passes and (2) parking passes for each 10x10 booth purchase good from load-in through load out
- > **Load-in and registration is Friday March 8th, 12 NOON- 6:00 PM and Saturday, March 9th, 9:00 AM - 12 NOON. Load-in will not be permitted at any other times.**
- > **All vehicles must be parked in the designated vendor parking area no later than 12:30 PM on Saturday and Sunday. Any vehicles left in the vendor area after 12:30 PM will be towed at the owners' expense.**
- > No Merchandise Vendors will be allowed to sell any food or beverages, either alcoholic or non-alcoholic (no beer, water, sodas, or juices). No Vendors will be allowed to sell Jazz in the Gardens merchandise or merchandise featuring any of the Artists appearing on the Festival. Any Vendor found selling these items will be fined \$1,000.00 which must be paid immediately or Vendor Booth will be shut down. There will be no exceptions.
- > **No other Tents or Artificial Structures may be erected in or around your purchased booth space.**

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1. **Applicant** represents to the **City of Miami Gardens** ("City") that he/she is fully authorized to sign for and bind the undersigned vendor to this Application and Agreement. Vendor agrees that vendor and all persons associated with it shall comply with all rules, policies and procedures prescribed by the City, as it deems necessary for the efficient, safe, and tasteful (i.e., non-offensive) conduct of the event and related activities
2. Vendor agrees to sell only the items described in this application. Failure to do so will result in violation of agreement and at the sole discretion of the City of Miami Gardens a fine may be imposed or termination of contract and removal of vendor without reimbursement of any payments made to the City.
3. Vendor agrees to each and all clauses set forth in this agreement. Failure by vendor to abide by any clauses set forth in this agreement gives the City the right to (1) immediately terminate this agreement (2) require vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit any and all fees paid to City for the right and privilege of participating in the event.
4. Vendor shall not display, offer for view or sell any illegal or contraband items. The laws of the State of Florida and local ordinances of the City of Miami Gardens and Miami-Dade County shall control. All vendors are also requested to not sell items considered a nuisance or inappropriate.
5. Vendor acknowledges and understands that it is responsible for sales and Use Tax and shall in no way hold the city or its representatives responsible.
6. Vendor shall comply with all codes and regulations of the City of Miami Gardens, Miami- Dade County and the State of Florida.
7. Vendor acknowledges it has read this agreement and agrees to follow all rules and guidelines as directed. This Agreement is subject to vendor satisfactorily submitting all requested application materials, and full payment of all designated fees. It is the responsibility of the vendor to be aware of these Rules and Guidelines as well as all applicable governing laws. It shall be vendor's duty to insure that all employees and agents of vendor are knowledgeable of and abide by all Rules and Guidelines and applicable governing laws.
8. Vendor shall assume full responsibility for vendor's conduct and for the conduct of its employees, subcontractors, suppliers, or any other person associated with vendor and shall indemnify and hold harmless the City of Miami Gardens, its agents, officers and employees from and against all claims, liabilities, suits, damages, costs and expenses, including reasonable attorneys' costs and fees, related to (i) vendor's breach of this Agreement, and (ii) for injury to, including death of, persons (whether they be third persons or employees of the parties hereto) or any loss of or damage to property in any manner arising from the negligence of vendor.

All Vendors are independent contractors and nothing in this Vendor agreement should be construed as forming a partnership of any kind with the City of Miami Gardens, AEG Presents SE, LLC, Vendor Express, Inc, Hard Rock Stadium, or "Jazz in the Gardens"

ROAMING IS STRICTLY PROHIBITED

AUTHORIZED SIGNATURE: _____

COMPANY: _____ **DATE:** _____



MERCHANDISE/ARTS & CRAFTS APPLICATION

MERCHANDISE VILLAGE 2019

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HARD ROCK STADIUM • MIAMI GARDENS, FL

COMPANY NAME: _____

CONTACT PERSON: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ CELLULAR: _____

FAX: _____ E-MAIL: _____

FED ID OR SOC. SEC. NUMBER: _____

BOOTH SIZE: 10X10 20X10

ITEMS TO BE SOLD:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

VENDOR SIGNATURE: _____ DATE: _____

(FOR OFFICE USE ONLY) DO NOT WRITE BELOW THIS LINE:

COMPANY NAME: _____

SIGNATURE: _____ RECEIVED: _____

INSURANCE RECEIVED: _____ ASSIGNED BOOTH: _____

VENDOR EXPRESS EMPLOYEE SIGNATURE: _____