

MERCHANDISE VENDOR AGREEMENT, INFORMATION & REGULATIONS

- > **Informational Booth 10' x 10' - \$850.00**
- > **Informational Booth 20' x 10' - \$1500.00**
- > Interested Companies or Organizations should return this application and signed agreement to **concertz_vendors@yahoo.com** or Fax to **(954) 678-6090 Attention: Vannis Lopez, Vendor Express, Inc.**
- > Vendors approved to participate will be notified of their acceptance via email or phone.

APPLICATION DEADLINE IS JANUARY 10, 2022.
DO NOT SEND ANY PAYMENTS UNTIL YOU ARE SELECTED.

- > **If you are selected, full payment along with proof of General Liability Insurance must be received within 30 days of your Selection notification. Insurance requirements are as follows;**
- > **Insurance Requirements:**

Each Occurrence: \$1,000,000	Damaged to Rented: \$100,000
Medical Expenses: \$5,000	Personal Injury: \$1,000,000
General Aggregate: \$1,000,000	Products-Comp.opp: \$1,000,000

All Additional Insured must be listed on your policy:

City of Miami Gardens
 18605 NW 27th Ave
 Miami Gardens, Florida 33056

Live Nation Worldwide, Inc.
 215 NW 24th Street, Suite 600
 Miami, Florida, 33127

Vendor Express, Inc.
 2700 N.W. 44th Street, Suite 513
 Oakland Park, Florida, 33309

- > 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 payments are Non-refundable. **All vendor spaces will be assigned at the discretion of the Event Vendor Coordinator.**
- > 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 **Live Nation Worldwide, Inc.**
- > **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" on your payment.**
- > Tent, (2) 8' tables, (2) chairs, lighting and electricity are included with your vendor fee. Only Heavy Duty Three Prong Outdoor type Extension cords are allowed. 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 and shared among Vendor tents
- > Vendors will receive (4) Vendor Passes and (2) parking passes for each 10x10 booth purchased, good from load-in through load out.
- > Vendors may load-in **Friday, March 11th • 11am-5pm & Saturday, March 12th • 9am-12pm Only**. Load-in will not be permitted at any other times.

All vehicles must be parked in the designated vendor parking area no later than 12:30pm on Saturday and Sunday. Any vehicles left in the vendor area after 12:30 PM will be towed at the owners' expense.

1. Applicant represents to the City of Miami Gardens, Live Nation Worldwide, Inc. and Vendor Express, Inc 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 as 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, Live Nation Worldwide, Inc. and Vendor Express, Inc., 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 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 the event 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. 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.

COVID 19 SAFETY

1. Vendor shall require that any Vendor Personnel developing or exhibiting symptoms of any type of illness to leave the Facility immediately.
2. Vendor agrees to provide the Services at the Facility at its own risk and further agrees to instruct all Vendor Personnel that they will be providing the Services at their own risk. Notwithstanding implementation of the Operational Protocols, Vendor specifically acknowledges that an inherent risk of exposure to Communicable Disease exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and those with underlying medical conditions are especially vulnerable. VENDOR ON ITS OWN BEHALF AND ON BEHALF OF ALL VENDOR PERSONNEL, HEREBY ASSUMES ANY AND ALL RISKS RELATED TO EXPOSURE TO COVID-19 AS WELL AS ANY OTHER COMMUNICABLE DISEASE AT THE FACILITY AND THE EVENT(S), AND RELEASES THE CITY OF MIAMI GARDENS, VENDOR EXPRESS, INC AND LIVE NATION WORLDWIDE INC FROM LIABILITY IN CONNECTION THEREWITH.

No other Tents or Artificial Structures may be erected around or behind your purchased booth.

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, Live Nation Worldwide, Inc., Vendor Express, Inc, Hard Rock Stadium, or "Jazz in the Gardens"

AUTHORIZED SIGNATURE: _____

COMPANY: _____ **DATE:** _____

APPLICATION

MERCHANDISE VILLAGE 2022 • HARD ROCK STADIUM

COMPANY NAME: _____

CONTACT PERSON: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ CELLULAR: _____

FAX: _____ E-MAIL: _____

FED ID OR SOC. SEC. NUMBER: _____

BOOTH SIZE: ☐ 10' X 10' ☐ 20' X 10'

ITEMS TO BE DISTRIBUTED:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

VENDOR SIGNATURE: _____ DATE: _____