

EXHIBITOR/VENDOR

TERMS AND CONDITIONS

TBBHF Music Fest

Please READ Entirely

FOOD VENDOR. All food vendors must be self-contained and adhere to all food handling and preparation to meet Florida Department of Health ordinances and regulations. **Hand sanitizer is REQUIRED when handling food and must be properly used and displayed in your space.**

PAYMENT INFORMATION: For your convenience, we encourage you to PAY directly online using a credit or debit card through our website on the vendor page. *Online payments will incur a service fee.* Payments will also, be accepted in the form of a Personal or Business Check, Money Order, or Cashier's Check. Upon acceptance of your application and payment, exhibitors/vendors will receive a space assignment. Application and fees must be received by November 20, 2017 for Early Bird fees to apply. **Prices listed are for the (2) day Music Fest. NO EXCEPTIONS FOR PAYMENT OPTIONS. AFTER DECEMBER 14, 2017, only ONLINE Credit Card payments, CASHIER'S CHECK or MONEY ORDER WILL BE ACCEPTED.**

SPACE INFORMATION: Registered Merchandise Exhibitors/Vendors will receive a 10 x10 rental space and tent that will contain one (1) 6' or 8' table and two (2) chairs. Food Vendors will receive a 10 x 15 space and are **required to provide 1/2 inch PLYWOOD and TARP/COVERING, TO COVER YOUR ENTIRE SPACE. NO GREASE SPILLS ARE PERMITTED ON CITY PROPERTY.** Tents are not included in the rental space for food vendors. **ALL TENTS LARGER THAN 10 x 10 WILL REQUIRE AN ADDITIONAL FEE and PERMIT, to be provided by vendor.** Food Trucks will require pre-approval.

GENERAL RULES & REGULATIONS:

1. Exhibitors/Vendors must comply with all city, county, state, and federal ordinances and laws.
2. VENDORS ARE PROHIBITED FROM BRINGING ALCOHOLIC BEVERAGES/DRUGS ON FESTIVAL GROUNDS.
3. No music/entertainment will be allowed in vendor spaces other than for Exhibitors/Vendors registered to sell music media. (A special section of the park will be designated for vendors who have been authorized to sell music).
4. Vendors may not bring animals onto the festival grounds unless certified as a health support animal. (eye-seeing dog, etc).
5. A description of all items to be sold **MUST** be submitted with your application. The Festival **MUST** be notified of any changes not less than fourteen (14) days before the opening day of the Festival. Only foods listed can be sold.
6. **ALL FOOD VENDORS MUST BE STATE LICENSED AND A COPY OF YOUR CURRENT LICENSE/PERMIT MUST ACCOMPANY YOUR APPLICATION. TEMPORARY PERMITS CAN BE PURCHASED PRIOR OR ONSITE.**
7. **VENDORS WILL NOT BE PERMITTED TO SELL OR PROVIDE ANY BEVERAGES, INCLUDING WATER. THIS APPLIES TO ALL VENDORS.**
9. **TBBHF will provide grease traps for food vendors and the legal means to dispose of them. NO grease dumping is allowed on Park grounds. You will be expected to CLEAN your designated space completely, at the end of each day.**
10. Food vendors shall come prepared with 1/2 inch plywood and grease proof tarp or covering. The plywood and covering will be placed as flooring under your designated work area and completely protect preparation and cooking areas from grease contamination and food spills. **Food vendors without these accommodations will NOT be permitted to set-up or conduct business until this City enforced requirement has been satisfied. Gas grill equipment must be at least 10 feet from tent set-up.**
11. **To ALL Vendors** – Please be advised, **NO** vehicles will be allowed to park anywhere inside the park. **FOOD vendors are required to set-up your tent and equipment on Friday, January 12th, only, from 10:00am - 5:00pm. ALL vendors will be allowed to drop needed materials during the drop-off period (7:00am to 10:00am – Saturday and Sunday) at your assigned vendor location. Immediately following drop-off, ALL vehicles must be moved to the designated parking area. Holes in the ground are not permitted on the premises. You will have 20 minutes to unload, so please plan accordingly. You are responsible for providing equipment needed to expedite timely unloading.**
12. All vendors are responsible for parking fees.
13. Under NO circumstance will an exhibitor/vendor be permitted to sublet, sublease, share or loan its space(s) to anyone, not listed on vendor application, any confirmed violation of this term shall be sufficient grounds for immediate dismissal from the festival. No refunds will be granted.

CANCELLATION/REFUNDS:

1. Refunds will only be granted in cases of extreme emergency, on a case-by-case basis approved by the Festival Committee.
2. Requests for cancellation must be received in writing no later than **Monday, November 20, 2017**. An administrative charge of \$100.00 will be deducted from any refund due.
3. **AFTER Monday, November 20, 2017. NO REFUNDS WILL BE GRANTED.**
4. **No refunds for cancellations due to inclement weather or No shows.**

ANCILLARY CHARGES/FEES:

1. Returned checks (insufficient funds, uncollected funds, etc) will be assessed a charge of \$75.00 per check, per bank submission.
2. Returned checks that have not cleared or have not been replaced with a money order or certified check by December 14, 2017 will result in refusal of vendor participation and will subject the vendor to an additional 25% processing fee over and above the \$75.00 return check fee. Collection efforts will ensue up to and including prosecution to the full extent of the law.
3. Unpaid returned checks will be submitted to the Office of the State's Attorney for collection/prosecution.
4. To avoid the possibility of any of the above sanctions, it is highly encouraged that all fees be submitted in the form of money order, certified check, or by the use of **PAYPAL** through our website.

GOOD FAITH CONTRIBUTION:

Each vendor is requested to provide at least two (2) promotional items to be used as stage prizes during the festival. Vendor contributions will be duly acknowledged over the PA system during the Music Fest.

PLEASE NOTE: SPACE RESERVATION IS WITH PAYMENT ONLY. PAYMENT IN FULL MUST BE SUBMITTED ALONG WITH YOUR APPLICATION AND REQUIRED DOCUMENTS. DEADLINE/POSTMARK DATES WILL BE STRICTLY ADHERED TO. FOOD VENDORS ARE REQUIRED TO PAY A \$200 DEPOSIT, THAT MAY BE REFUNDED. (MONEY ORDER ONLY or ONLINE), SEPARATE FROM VENDOR FEES. A REFUND MAY BE ISSUED, WITHIN TWO WEEKS, DEPENDING ON CLEANINESS OF YOUR AREA, UPON INSPECTION BY FESTIVAL AND CITY STAFF. No unused or uncooked food, trash, grease, grease spills, boxes or trash, should be left in your area.

All Vendors/Exhibitors must adhere to the following guidelines.
There will be no exceptions to the rules stated in this document.

FESTIVAL GROUNDS:

Location: Curtis Hixon Waterfront Park, 600 N. Ashley Drive, Tampa, FL 33602, Directions: From I-275; Take Exit 44 – towards Downtown - Ashley Dr., Keep right on N. Ashley Dr. Park will be on the right. From I-4: Take Exit 45A – towards Ashley Dr. ramp, Keep right on N. Ashley Dr. Park is located on the right.

SPACE ASSIGNMENTS:

All space assignments will be made on a first come, first serve basis. No assignments will be granted until the completed application, appropriate form and fees have been received and cleared by the Tampa Bay Black Heritage Festival, Inc. (See Vendor Fee Schedule for deadline dates). **Applications postmarked after November 20, 2017 will be accepted on a space available basis and will incur late fees as identified on the Vendor Fee Schedule.**

PAYMENT:

No Personal or Business checks will be accepted after December 14, 2017, payment will only be accepted by cashier's check, money order, certified check, or the use of PAYPAL on the vendor page on our website.

SET-UP/BREAK-DOWN:

1. Only (1) day, **Friday, January 12, 2018**, has been designated as **mandatory set-up** day for Food vendors, between 10:00am – 5:00pm. Vendor check-in is required.
No Vehicles are allowed on property prior to your designated arrival time window. No Exceptions.
2. Food vendor arrival time will commence no earlier than **10:00 am** and must conclude by **5:00 pm** on **Friday, January 12, 2018**. You are welcome to remain in the park to set-up your station.
3. No materials should be posted, tacked, nailed, screwed, stapled, or otherwise attached to any part of city property, including trees and walls.
4. No vehicles, including cars, trucks, vans, and RVs, may enter the park before, during, or after the festival.
5. Dismantling/breaking-down shall be permitted no earlier than Sunday, January 14, 2018 at 7:00 pm.

6. **Set-up of merchandise/food on Saturday, January 13, 2018 will begin promptly at 7:00 AM and must be concluded by the opening time of the Festival at 10:00 AM on Saturday and 11:00 AM on Sunday.**

HOURS OF OPERATION:

Vendors will be afforded two (2) days of vending.

Saturday, January 13, 2018 10:00 am – 7:00 pm
Sunday, January 14, 2018 11:00 am – 7:00 pm

If you purchase electricity from the Festival, you are responsible for providing your own electrical cord of at least 50 feet.

SECURITY:

Security will be provided for the Festival grounds during Festival hours only, beginning at 8:00 pm, Friday, January 12, 2018 and conclude on Sunday, January 14, 2018 at 8:00 am. Vendor fees include security patrol. Please secure valuables overnight. Tampa Bay Black Heritage Festival, Inc and or affiliated parties shall not be liable or responsible for nor shall it act as an insurer **against theft, loss, or damage to your property** from any source or for any other damage incurred by you, the Exhibitor/Vendor or person attending event, at any time. Each Exhibitor/Vendor shall provide such security, at its own cost and expense, as it deems appropriate for the protection and security of its goods and/or merchandise. **The Tampa Bay Black Heritage Festival, Inc., and/or the City of Tampa and affiliated parties shall be held harmless in the event of any damage, harm, or loss of any property owned by, leased to or rented to, or person employed by, agent of, or associated with Participating Company/Organization.**

CONTACT INFORMATION:



**P.O. Box 16622
Tampa, FL 33687-6633
813.218.3320**

Email: programs@tampablackheritage.org