



August 1, 2023

Dear Prospective Vendor:

The Tampa Bay Black Heritage Festival (TBBHF) is commencing the **24th annual Music Fest** on January 13 - 14, 2024. Join us at **Curtis Hixon Waterfront Park, 600 N. Ashley Drive, in downtown Tampa, Florida, 33602.** We hope that you are excited to participate and support this historical signature event.

The Tampa Bay Black Heritage Music Fest is the historical signature event for the 10-day festival and is considered one of January largest events in the Florida region. Cashless sales are highly recommended (credit cards, cash app, etc.). Onsite gate entry fees will vary based on seating selections.

The vendor application outlines required documents, fees, terms, and conditions. Vendor opportunities are available for food, merchants, non-profit organizations, small and corporate businesses, to include service orientated professions, authors, and artists. **Village style vending is for Corporate and Authors and will be limited.**

Your completed application and fee(s) must be received by **December 15, 2023**, to be considered for a guaranteed "Early Bird" vendor fee space. You can apply and pay directly online or mail your application, check, or money order, made payable to Tampa Bay Black Heritage Festival, Inc., and mail to TBBHF, P.O. Box 16622, Tampa, FL 33687-6622. While we may continue to accept applications after December 15th, there is no guarantee on space availability. **TBBHF reserves the right to approve and/or deny vendor applications as deemed appropriate.**

IMPORTANT NOTICE

The Tampa Bay Black Heritage Festival has exclusive rights to sell all beverages. Vendors are not allowed to SELL nor PROVIDE beverages of any kind to attendees at anytime during the Festival or on Festival grounds. Any vendor in violation of this term and condition will be asked to leave immediately and no refund will be given.

Visit our website, www.tampablackheritage.org , for more information or feel free to contact me directly should you have any additional questions. Thank you for your support!

Sincerely,

Ruby Jackson

Festival Co-Chair and Events Coordinator
The Tampa Bay Black Heritage Festival, Inc.
programs@tampablackheritage.org
813.205.2466

TBBHF 2024 Vendor Agreement
*Music Fest **Vendor/Exhibitor Application*
January 13 - 14, 2024

PLEASE PRINT CLEARLY

Company/Organization: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone required: _ (_____) _____ Cell Phone required: _ (_____) _____

Fax: _ (_____) _____ E-mail Address required: _____

1. Your company/organization will be selling: (check one of the following)

_____ Products/Merchandise _____ Services _____ Author _____ Corporate _____ Food

Describe the nature of your exhibit and the products or services to be purchased: (Only items listed can be sold on days of event)

2. I agree to provide 2 (two) promotional items valued at not less than \$10.00 each. These items will be used as stage prizes during the festival. These items must be available upon arrival and given to the Vendor Committee Representative. Merchandise Vendors shall provide a tangible item and Food Vendor items shall be in the form of a coupon in which the food item can be redeemed at any time during the Music Fest. Vendor contributions will be duly acknowledged over the PA system during the festival. (Please list items to be donated and the monetary value of each item.)

(1) _____

(2) _____

3. Food vendors shall come prepared with 1/2 inch plywood and grease proof tarp/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. Any food vendors without these requirements will not be permitted to set-up or conduct any business until the city enforced requirement has been satisfied. If you do not satisfy the City's requirement, you will forfeit your entire payment, and will not be able to vend. No refund will be granted.

ALL VENDORS ARE REQUIRED TO CLEAN YOUR AREA, AT THE END OF EACH NIGHT. NO UNWANTED MERCHANDISE, LEFTOVER OR UNCOOKED FOOD, GREASE, GREASE SPILLS, BOXES OR TRASH SHOULD BE LEFT IN YOUR AREA. YOU WILL INCUR A \$200 FEE PER DAY, TO BE COLLECTD THE SAME DAY, IF YOUR AREA IS LEFT A MESS AND YOU MAY NOT BE ABLE TO CONTINUE OR PARTICIPATE IN THE FUTURE. No refunds will be granted.

Participating Company/Organization hereby agrees to abide by all the rules and regulations as established herein and any future notices by the Tampa Bay Black Heritage Festival, Inc., hereinafter "Festival", as well as any local, state, or federal rules, regulations, laws or ordinances. Company/Organization hereby attests that all permits and licenses required to operate such business or sell such products or services indicated in this application and to be conducted during the festival have been acquired and that all such permits and licenses are current. Company/Organization agrees to provide a copy of same upon the request of the Tampa Bay Black Heritage Festival, Inc.

To the fullest extent permitted by law, Company/Organization agrees to protect, reimburse, indemnify and hold The Festival, the City of Tamp, The Board of County Commissioners and affiliated parties and its agents, employees, directors and officers are free and harmless from and against any and all liabilities, losses, claims, expenses, costs, fines and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company/Organization's acts, omissions, negligence, activities or operations. In addition to the duty to indemnify, Company/Organization will have the duty to defend the Festival, the City of Tampa, The Board of County Commissioners and all its agents, employees, directors, and officers against same.

The Festival, the City of Tampa, The Board of County Commissioners, and affiliated parties will insure or indemnify Company/Organization against any liabilities, losses, claims, expenses, costs, fines, damages, or causes of action of any kind. Company/Organization is responsible for the security of its products exhibit/display or any other personal property at all times.

By signing below, I attest that I am an agent of a Company/Organization authorized to enter this contract and bind Company/Organization. The completed application requires a signature.

This application, when approved, shall constitute a legally binding contract between Company/Organization and the Tampa Bay Black Heritage Festival, Inc. and shall be enforceable under law. This application will not be processed without the authorized vendor's signature and must be postmarked according to the fee schedule selected as indicated on exhibit/vendor form. I certify that I have read and agree to the Terms and Conditions of this application. Please mail your application with applicable fees in the form of a check, money order, or certified check to the address below. For your convenience, our website offers payment online through the services of PAYPAL. There will be no refunds for vendor services rendered, during or after, the Music Fest/Festival via PAYPAL or any other pay sources provided by the festival without prior written communication and Festival approval.

No Personal or Business Checks will be accepted after December 15, 2023.

Authorized Signature Required

Print Name Required

Date Required

For Office Use Only

Booth # _____

Confirmation _____

VENDOR/ EXHIBITOR AGREEMENT

We recommend a cashless environment (CC sales, cash app, etc.)

This form is a part of the application and must be completed. Please check off the items you require as a vendor and complete the total column where indicated. A signature is required on this document. **“Early Bird” Application and fees must be received by December 15th, 2023, for a guaranteed space.** All Vendors are responsible for their own Wi-Fi, Night Lighting, and electrical cord. Prices include both days, no exceptions.

<u>SELECT SERVICES ONSITE: Check box</u>	<u>PRICE QTY</u>	<u>TOTAL</u>
<input type="checkbox"/> Merchandise Vendor (10x10 with tent & electricity)	<u>\$ 625.00</u>	_____
<input type="checkbox"/> Merchandise Vendor (20x20 with tent & electricity)	<u>\$1025.00</u>	_____
<input type="checkbox"/> Food Vendor (10w front x15 space only)	<u>\$1225.00</u>	_____
<input type="checkbox"/> Food Vendor (20w front x15 space only)	<u>\$1425.00</u>	_____
<input type="checkbox"/> Food Truck (pre-approval required)	<u>\$1225.00</u>	_____
<input type="checkbox"/> Dessert Only Vendor (10x10 space only)	<u>\$ 925.00</u>	_____
<input type="checkbox"/> Electricity (both days) Food Vendor	<u>\$ 60.00</u>	_____
<input type="checkbox"/> Generator (quiet) provided by Vendor	<u>\$ 00.00</u>	_____

Author Village (each vendor under one tent):

<input type="checkbox"/> Self-written Books only	<u>\$350.00</u>	_____
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Corporate Village (each vendor under one tent):

<input type="checkbox"/> Non-Profit Org. (must provide proof to participate)	<u>\$275.00</u>	_____
<input type="checkbox"/> Small Business (under 51 employees)	<u>\$450.00</u>	_____
<input type="checkbox"/> Corporate Business	<u>\$650.00</u>	_____

TOTAL FEES:

ITEM	BEFORE DECEMBER 15 TH	AFTER DECEMBER 15 TH
Merchandise Vendor (10x10)	\$575.00	\$625.00
Merchandise Vendor (20x20)	\$975.00	\$ 1025.00
Food Vendor (10w front x15)	\$1175.00	\$1225.00
Food Vendor (20w front x15)	\$1375.00	\$1425.00
Food Truck (pre-approval)	\$1175.00	\$1225.00
Dessert Only Vendor	\$875.00	\$925.00
Electricity / Power Feed (2 days)	\$60.00	\$60.00
Author Village	\$300.00	\$350.00
Non-Profit Organization	\$225.00	\$275.00
Small Business	\$400.00	\$450.00
Corporate Business	\$600.00	\$650.00

Signature Required

Print Name Required

Date Required

TBBHF reserves the right to approve and/or deny vendor applications as deemed appropriate.

Mail Application and Fee(s) to:

Tampa Bay Black Heritage Festival, Inc. (TBBHF) - PO Box 16622, Tampa FL 33687-6622

TERMS AND CONDITIONS

TBBHF Music Fest

Please READ Entirely

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 December 15, 2023, to be considered for a vendor space. **Prices listed for onsite set-ups are for both days of Music Fest. *AFTER December 15, 2023, only ONLINE Credit Card payments, CASHIER'S CHECK or MONEY ORDER WILL BE ACCEPTED. The festival reserves the right to approve and/or deny vendor applications as deemed appropriate.***

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. You can provide your own quiet Generator or purchase electricity. Hand sanitizer and and/or food gloves are recommended when handling orders.

SPACE INFORMATION: **Approved Merchandise Vendors** will receive the purchased space size, a tent that will contain one (1) table and two (2) chairs, per 10x10 space; two (2) tables and (3) chairs, per 20x20 space. **Approved Food Vendors** will receive the purchased space size and are **required to provide 1/2-inch PLYWOOD and TARP/COVERING and MUST COVER YOUR ENTIRE SPACE. NO GREASE SPILLS ARE PERMITTED ON CITY PROPERTY. Gas grill equipment must be at least 10 feet from tent set-up.** Tents, tables, chairs, or electricity are not included in the fees for food vendors. Food Trucks will require pre-approval as must have the appropriate electrical outlet for service.

All Vendors are required to provide all materials needed to decorate and brand your space. Signage or merchandise is not allowed to impede the space of other vendors and must be contained in your area. You are responsible for bringing your own electrical cord at least 100 feet and night lighting.

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/WEAPONS 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 OBTAIN AND PROVIDE THE APPROPRIATE DOCUMENTS AS REQUIRED BY THE STATE OF FLORIDA AND CITY OF TAMPA FIRE MARSHALL, IN ORDER TO VEND. SEE ATTACHED DOCUMENT. PLEASE PROVIDE DOCUMENTS WITH APPLICATION TO BE CONSIDERED.**
7. **VENDORS WILL NOT BE PERMITTED TO SELL OR PROVIDE ANY BEVERAGES, INCLUDING WATER. THIS APPLIES TO ALL VENDORS.**
9. **Grease traps for food vendors may be provided, however, please be prepared to bring your own disposal containers. NO grease dumping is allowed on Park grounds. YOU ARE RESPONSIBLE FOR CONTAINERS AND DISPOSAL OF GRAY WATER. You will be expected to CLEAN your designated space completely, at the end of each day.**
10. **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 12, 2024, only, from 9:00am - 5:00pm. ALL** vendors will be allowed to drop needed materials during the drop-off period (7:30am to 11:00am – Saturday and Sunday) at the unloading zone. Immediately after unloading, your vehicle must be moved. **Parking is NOT PROVIDED by the Festival, or City of Tampa.** 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.**
11. All vendors are responsible for self-parking and parking fees.
12. Under NO circumstance will an exhibitor/vendor be permitted to sublet, sublease, share or loan its space(s) to anyone. 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 **Friday, December 15, 2023**. An administrative charge of \$100.00 will be deducted from any refund due.
3. **AFTER Friday, December 15, 2023. 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 at 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 15, 2023, 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 using **PAYPAL or other pay sources** 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. ALL VENDORS ARE REQUIRED TO CLEAN YOUR AREA, AT THE END OF EACH NIGHT. No merchandise, unused or uncooked food, grease, grease spills, boxes, or trash, should be left in your area. YOU WILL INCUR A \$200 FEE, PER DAY, TO BE COLLECTED SAME DAY, IF YOUR AREA IS LEFT A MESS, YOU MAY NOT BE ABLE TO CONTINUE OR PARTICIPATE IN THE FUTURE. No refunds will be granted.

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 approvals/assignments will be made on a first come, first serve basis, and are limited. 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 December 15, 2023 will be accepted on a space available basis.**

PAYMENT:

No Personal or Business checks will be accepted after December 15, 2023, payment will only be accepted by cashier's check, money order, certified check, or the use of PAYPAL or other pay sources on the vendor page of our website.

SET-UP/BREAK-DOWN:

1. Only (1) day, **Friday, January 12, 2024**, has been designated as **mandatory set-up** day for Food vendors, between 9:00am – 5:00pm. All other vendors can set up hardware on Friday, 9am – 5pm. **Vendor check-in is required prior to entry.**
2. Food vendor arrival time will commence no earlier than **9:00 am** and must conclude by **5:00 pm on Friday, January 12, 2024**. After you park your vehicle, you are welcome to remain in the park to set up your station. NO space should be left unattended.
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, 2024, at 8:00 pm or when prompted by Festival Staff. You will not be able to leave the premises until all notified of such.
6. **Set-up of merchandise/food, based on your scheduled arrival time begins on Saturday, January 13, 2024, will begin promptly at 7:00 AM and must be concluded by the opening time of the Festival at 1:00 PM on Saturday and 1:00 PM on Sunday.**

HOURS OF OPERATION:

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

Saturday, January 13, 2024, 1:00 pm – 9:30 pm

Sunday, January 14, 2024, 1:00 pm – 9:30 pm (All vendors must exit the park by 2AM, Monday, 1/15/24)

If you are using or purchasing electricity, you are responsible for providing your own electrical cord of at least 100 feet.

SECURITY:

Security will be provided for the Music Fest during afterhours only, beginning at 9:00 pm, Friday, January 12, 2024 and conclude on Sunday, January 14, 2024 at 7:00 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., the City of Tampa, The Board of County Commissioners, 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.**

All Vendors/Exhibitors must adhere to all guidelines expressed in this agreement.
There will be NO exceptions to the Terms and Conditions.

CONTACT INFORMATION:



P.O. Box 16622

Tampa, FL 33687-6622

813.205.2466

Email: programs@tampablackheritage.org