



VENDOR AGREEMENT
Saturday, October 31, 2009
Bayanihan Arts and Events Center
14301 Nine Eagles Drive, Tampa, FL 33626

To register as a Vendor for **Reggae Jerk Jam** (the "Event"), each Vendor must complete and sign this Agreement. The original signed Agreement along with payment for the leased space must be mailed to the address below. Another copy must be faxed to the number below to reserve a space for the Vendor at the Event. Making Waves will provide covered, lit area, and running water. Any vendor who wishes to bring their own tent will do so in agreement with Making Waves and at their own risk.

Address: **Making Waves, LLC**
PO Box 298
Odessa, FL 33556

Fax Number: **(813) 792-1948**

Vendor Information:

Indicate Type of Vendor: Food: _____ Craft: _____ Service: _____

Business Name: _____

Contact Person: _____

Address: _____

City: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____ Website (URL): _____

Please indicate the Products or Services Vendor will showcase at the Festival. **Vendors are not permitted to sell liquids or any beverage product in an ice form.**

Food: _____

Craft: _____

Service: _____



“Reggae Jerk Jam 2009” VENDOR INFO PACKAGE AND PRICING

FOOD VENDORS PACKAGE:

Vendor provides own tables, and chairs: **\$ 300.00** ____ (check)

CRAFT VENDOR PACKAGE:

Vendor provides own tables, and chairs: **\$ 200.00** ____ (check)

SERVICE VENDOR PACKAGE:

Vendor provides own tables, and chairs: **\$ 100.00** ____ (check)

*** Organizers will not provide chairs or tables. ***

PAYMENT INFORMATION:

Total Cost: \$ _____

Checks, Cash or Money Order accepted. Make checks payable to
“**Making Waves, LLC**”. A \$25.00 fee will be applied for all returned checks.

This Agreement must be signed and returned with payment to Making Waves LLC no later than **October 1, 2007**. Vendor's signature indicates that Vendor understands and agrees to all conditions stated in this Agreement. Any condition not complied with may result in Vendor's exclusion from future Making Waves events.

Signature of Vendor or Vendor's Authorized Party:

Date: _____



“Reggae Jerk Jam 2009” Participants Terms and Conditions

VENDOR'S ACCEPTANCE: Having read and agreed to the terms of this Agreement, it is understood and agreed that in addition to the terms and conditions set forth in this Agreement, Vendor shall abide by all Rules, Regulations, and Requirements set fourth by Making Waves for the Event.

LIABILITY – Vendor is entirely responsible for Vendor's leased space and shall not injure, mar or deface the premises and said shall not drive, nor permit to be driven any nails, hooks, tacks or screws in any part of grounds without advanced permission from organizer.

Vendor shall not affix any advertisements, signs, or any other forms of solicitation to the trees located on the Event premises. Vendor agrees to reimburse the facility and city, for any loss or damage to the premises or equipment that occurs in Vendor's leased space. Neither Making Waves nor its affiliates or sponsors shall be liable for failure to perform any of its obligations under this Agreement as a result of causes beyond its control.

If a Patron of the Event is injured or made ill as a result of Vendor, Vendor's services, or Vendor's products, such Vendor will be solely liable for such Patron's injuries or illness. If Making Waves, or any other Event Sponsor or Service Contractor, or their representatives or affiliates, or any other member of the above is held responsible by a Patron for any injury or illness that resulted from an act or omission by Vendor or from Vendor's services or products, such Vendor will indemnify and hold harmless Making Waves, and any Making Waves affiliate or sponsor that was held responsible by such Patron.

Neither Making Waves, nor any other Event Sponsor or Service Contractor, nor their representatives or affiliates, nor any other member of the above, will be responsible for any injury, loss, or damage that may occur to Vendor, Vendor's Employees, or Vendor's property. Vendor, upon signing this Agreement, expressly releases the aforementioned parties from any and all claims that arise from any such losses, damages or injuries.

SPACE – The leased space is to be used solely by Vendor, or Vendor's affiliate if otherwise agreed upon prior to October 27, 2006 ("Date of Event"). Vendor will not sublet or assign any portion of the leased space without the prior written consent of Making Waves.

BOOTHS – All booths and decorations must comply with facility regulations, city ordinances and local fire codes. Materials for booth decorations and construction must be fire retardant. Any violations of the aforementioned regulations, ordinances, and codes will result in the removal of any and all materials found to be in violation. Vendor shall contact Making Waves if it is unsure whether a specific item is in violation of this provision.

DEMONSTRATIONS – All demonstrations or promotional activities must be confined within the limits of the leased space. Noise resulting from the leased space must not interfere with other activities at the Event.

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FOOD ITEMS – All participating restaurants and food vendors must attend an Event Information Session before participating in the Event. All restaurants and food vendors are responsible for their own lighting, cooking and electrical needs. **Vendors are not permitted to sell liquids or any beverage product in an ice form.**

PARKING SPACES – Each Vendor will be given one (1) parking space. Extra spaces will be available at a cost of \$3.00 per additional space.

SECURITY – Private and police security will be onsite for Event. However, it is ultimately the responsibility of each Vendor to secure its personal property.

EXHIBITOR STAFF – No later than 14 days prior to Date of Event each Vendor must submit a written list of all persons it will employ (“Employees”) to staff the Event.

CANCELLATION AND REFUND – All cancellations or changes to this Agreement **MUST BE IN WRITING** and received by Making Waves no later than **14 days prior to Date of Event**. NO REFUNDS will be made to a Vendor if such Vendor fails to submit a cancellation request within the prescribed time or if such Vendor is a no show on the Date of Event.

In the event of weather related delays, interruptions, cancellations, or any Acts of God, Making Waves shall not be liable for any damages or expenses incurred by Vendor. If the Event is not held for any reason beyond the control of Making Waves, Making Waves may retain the amounts paid by Vendor as is necessary to defray expenses already incurred by Making Waves and any other Event Sponsor or Service Contractor.

On the Date of Event, a Vendor may be asked to leave the Event if it is found in violation of any provision of this Agreement. In such a case, NO REFUND will be given to such offending Vendor.

TERMS AND CONDITIONS – This Agreement contains all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

MISCELLANEOUS – Vendor agrees to abide by all decisions of Making Waves concerning all matters pertaining to the administration and success of Event.

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