

**GULF COAST ETHNIC & HERITAGE
JAZZ FESTIVAL PRODUCTIONS, INC.
August 12, 2017
Mobile Convention Center**

VENDOR APPLICATION

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____

Owner of Business: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Telephone No.: _____

Description of Items to be Sold at Festival

Categories

Crafts

Art Work

Food Type(s)

Price: _____ Price: _____ Price: _____

Name(s) of other Festival(s) you have participated:

Types of Payment

_____ Money Order

_____ Certified Check

Signature

Spaces are limited. Please reserve your booth area as early as possible.

Parking is available underneath the Mobile Convention Center with additional parking at the Riverview Renaissance Plaza, across the street.

Note:

Use of the Festival's name or logo for merchandising purposes is prohibited without the permission of the Gulf Coast Ethnic & Heritage Jazz Festival Productions, Inc.

Mail: P.O. Box 40404
Mobile, AL 36640
Telephone: 251-478-4027
Web: GCEHJazzFest.com

Physical: 357 Adler Avenue
Mobile, AL 36604
Fax: 251-471-8695

Total due: _____
Deposit: _____
Balance due: _____

VENDOR CONTRACT

Vendor: _____ Telephone: _____ Cellular: _____
Address: _____ Frontage: _____ Space Assignment: _____
(Include trailer length, tongue and awnings)
City: _____ State: _____ Zip: _____

Whereas, Lessor, Gulf Coast Ethnic & Heritage Jazz Festival Productions, Inc., an Alabama non-profit corporation, herein referred to as the "Festival" conducts the Gulf Coast Ethnic & Heritage Jazz Festival at the Mobile Convention Center located at 1 South Water Street in Downtown Mobile, Mobile County, Alabama on August 12, 2017, and whereas the Lessee, the above named vendor, hereinafter referred to as the "Vendor" desires booth space at the Festival, for the day of the Festival only, upon which to operate a booth, the Festival and Vendor in consideration of the mutual undertakings contained herein and intending to be legally bound, do hereby agree as follows:

All items to be sold must be listed and only listed items may be sold: _____

- VENDOR FEE:** The amount of \$100.00 vendor fee is required upon the execution of this contract, due in the Festival's office no later than July 29th, 2017.
- ELECTRICAL SERVICE:** For the amount of \$20.00 electrical service shall be available at only 20 amps. Vendor is responsible for supplying adequate cords and is responsible for and will be held liable for overload, misuse or damage, which results from inadequate power supply and/or power cords.
- INSURANCE:** Vendor shall furnish proof of adequate insurance upon submission of this contract. Insurance coverage to begin at the time the Vendor arrives on the festival grounds and continue until the Vendor leaves the grounds after the festival.
- LICENSES/PERMITS:** Vendor agrees to procure at its expense all necessary state, county and municipal licenses/permits, which are required for its possession or use of the space. All food operations will fall under the jurisdiction of the Mobile County Health Department. An inspection will be held and a permit issued by that office. Further inspections for quality of food operations may be made by that office. The responsibility for proper food service is that of the vendor. No refunds will be made to any Vendor who fails to acquire the necessary licenses and permits or is shut down by the MCHD, regardless of circumstances.
- INSPECTION:** The Festival reserves the right to inspect any vendor at any time, without notice and without seeking consent, for quality of the operation and for determining compliance with the provisions of this lease.
- SUBLETTING:** Vendor agrees that it will not sublease or assign the above specified space. It is further agreed that two or more firms may not occupy or use the same space. The use of the leased space for anything other than a booth is strictly prohibited.

7. **TRASH/LITTER:** All vendors are responsible for their own litter.
8. **OPERATIONAL HOURS:** Vendor shall be required to be in full operation during all hours that the Festival is open to the public, without regard to weather. Operational hours of the Festival will be set by Festival management and are subject to change at the discretion of Festival management without prior notice.
9. **ROVING SALES:** Roving sales are prohibited. It is specifically agreed and understood that this lease is for the space specified herein and that the aisles, walkways, common areas, or other parts of the Festival are not considered a part of this contract.
10. **SET-UP:** Vendor shall be allowed to set up its assigned space before 3:00 p.m. on Saturday prior to the opening of the Festival, but it must be set up and operational no later than 3:00 p.m. on the opening day of the Festival. Failure of Vendor to be set up by 3:00 p.m. or to not use the leased space will result in a breach of this contract and the Festival may resell the space and the Vendor will forfeit all money paid which shall be considered liquidated damages.
11. **MOVE-OUT:** Vendor may not tear down or remove any portion of the leased area before the official closing time of the Festival, but everything must be removed from the Festival by midnight on the day the Festival closes. Any items left in the Park after midnight will be considered abandoned and will be disposed of by the Festival and if applicable, the expense billed to Vendor.
12. **EXCLUSIVES:** The Festival maintains the right to grant exclusive agreements to vendors. An exclusive sales agreement must be set out in an addendum to this lease. As such, the Festival reserves the right to stop the sales by Vendors of any product, which violates such an exclusive agreement.
13. **QUESTIONABLE ITEMS:** Fair management has the right, at its sole discretion, to require Vendor to remove any item, article, concession, or any part thereof, including banners, signs, gongs, bells, balloons or other advertising matter which it deems unsafe, unsuitable, objectionable, unattractive, distracting, obnoxious or otherwise in violation of this agreement at Festival's expense. Prohibited items include, but are not limited to nails, staples, tacks or pins on any Festival property surface, paper stickers, helium balloons inside Festival buildings, laser pointers/pens, fireworks of any nature, knives, weapons, mace, pepper spray, chewing or bubble gum or any other item which in the sole judgment of the Festival may be a public danger or create a public hazard or would be detrimental to the premises.
14. **EXCLUSIVE SUPPLIERS:** Festival maintains the right to enter into exclusive agreements with suppliers and Vendor agrees to sell only the supplies offered.
15. **VEHICLES:** Deliveries onto the grounds will be allowed only by properly permitted vehicles. No vehicles will be allowed onto the festival grounds later than one hour prior to opening on any operational day of the Festival. In addition, all vehicles must be removed to the parking lots at least one hour prior to opening. Any vehicle in violation of this provision will be towed away and stored at the expense of the Vendor. No vehicle will be allowed back onto grounds until one hour after closing.
16. **PASSES:** Passes will be provided to Vendor according to the pass policy of the Festival in effect at the time of the Festival.
17. **SPACE ASSIGNMENT:** The Festival reserves the right to make final space assignments to assure the best interests of the Festival is served. If at any time, in the opinion of the Festival management, said concession or the Vendor shall be removed or shall relocate on demand at the discretion of the festival management and at the expense of the Vendor.
18. **CANCELLATION:** This lease is subject to cancellation without notice and without refund if total payment is not received in full on or before the due date. The Festival reserves the right to reassign the above space at its sole discretion.

19. **FAILURE OF VENDOR TO USE SPACE:** In the event the Vendor does not actually use the leased space, it is agreed that no portion of the rental already paid will be returned, but shall be considered liquidated damages for breach of the lease contract.

20. **LIEN CREATED FOR MONEY OWED:** The Festival shall have the right to retain all property belonging to Vendor which is brought onto the Festival grounds in order to secure the payment of any and all sums of money due hereunder. Further, Vendor agrees that the Festival may sell or otherwise dispose of, either at public or private proceedings without notice to Vendor any such property for the purpose of satisfying any indebtedness due hereunder.

21. **NONWAIVER OF PROVISIONS:** The failure of the Festival in any one or more instances, to insist upon the strict performance of the covenants of this lease, or to exercise any option contained herein, shall not be construed as a waiver or the relinquishment of such covenant or option in the future, but the same shall continue and remain in full force and effect. The receipt by the Festival of rent with knowledge of any breach of any covenant herein shall not be deemed a waiver of such breach and no waiver by the Festival of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Festival management.

22. **NO AGREEMENTS MADE OTHER THAN CONTAINED HEREIN:** No understanding or agreement exists except that which is specified in this lease and it cannot be cancelled except by mutual agreement in writing.

23. **VENDOR TO PAY COST OF COLLECTION:** Vendor agrees to pay the Festival all expenses which it incurs in connection with the collection of any sum due hereunder, including a reasonable attorney's fee.

24. **RIGHT TO CLOSE FOR VIOLATION:** For the violation of the terms of this lease, the Festival shall have the right to declare this contract VOID and close the vendor without recourse.

25. **APPLICATION APPROVAL:** Vendor agrees that this application is subject to approval and acceptance by the Board of Directors and the terms of which shall not constitute an agreement for the lease of exhibit space until approval and acceptance by said Board.

SUBJECT TO THE TERMS AND CONDITIONS LISTED AND MADE A PART OF THIS LEASE, THE UNDERSIGNED, AS LESSEE, HEREBY LEASES THE LOCATION(S) LISTED ABOVE FROM THE GULF COAST ETHNIC & HERITAGE JAZZ FESTIVAL PRODUCTIONS, INC., AS LESSOR, AND AGREES TO PAY THE SUM LISTED ABOVE AS RENTAL FOR SAID VENDOR SPACE.

GULF COAST ETHNIC & HERITAGE JAZZ FESTIVAL PRODUCTIONS, INC. (LESSOR)

LESSEE NAME: _____ BY: _____

LESSEE SIGNATURE: _____

Title: _____ Date: _____ Vendor Manager Date: _____