

# Vendor Agreement Vendor Procedures

## Jacksonville Irish Festival. (JAX'S IRISH FEST)

JIF Vendor Coordinator  
927 4TH AV N  
Jacksonville Beach, FL 32250  
Phone: (904) 294-0600  
FAX: (904) 266-2734



Metropolitan Park,  
Jacksonville, Florida  
Saturday, March 14 2009  
1pm – 11 pm

Email [vendors@jaxirishfest.com](mailto:vendors@jaxirishfest.com)

**These rules and conditions are a part of the vendor application. Please read it carefully!**

**Applies to all vendors:**

### **HOURS OF OPERATION**

**Saturday March 14, 2009, 1pm to 11 PM**

**Set-up: Friday 13 March 2009, 12 noon to 11pm or  
Saturday 14 March 2009, 12am**

**Metropolitan Park** is located downtown near Alltel Stadium. Upon arrival proceed to the office where exhibitors will receive one parking pass and ID badge. **Indicate additional workers on application** reasonable requests for lot entry tickets will be met. The charge for additional parking in the city lots is price advertised on day of event. Additional entry tickets, \$5.00 each.

Send completed application and all required documentation via fax, email or post along with full payment (mail payment to JIF Vendor Coordinator 927 4<sup>th</sup> Ave North Jacksonville Beach, Florida 32250) to arrive by the deadline of March 10, 2009. Vendor is solely responsible for obtaining all permits, licenses, and certificates as required herein.

All vendors must submit copies of proper State of Florida Sales Tax License/Application **and** Certificate of liability insurance in the amount of \$500,000 naming JAX IRISH FEST as an additional insured. No application shall be considered complete without these items and no agreement is accepted in their absence. If acquiring insurance presents a hardship, you may complete a wavier application and submit it for approval. These will be evaluated on a case-by-case basis.

Completed application, including copies of required documentation, shall result in the assignment of a Booth Space ID. The Booth Space ID will be returned with the information in your Festival Merchandise Vendor Packet.

THE DEADLINE DATE IS March 1, 2009. Booth space rental must be paid on or before the deadline and remitted with the Vendor Agreement. In addition, the Vendor must, by this date, submit copies of proper State of Florida Sales Tax License/Application and any other required documentation. No application shall be considered complete without these items and no agreement is accepted in their absence. Any returned check shall be subject to a \$45 returned item fee per instance. Any such additional fee must be paid for this contract to be accepted.

The Vendor specifically agrees to be open for business during the entire course of the Festival. Festival operation is from 1 pm to 11 pm, Saturday, 14 March, 2009. **SETUP must occur** Friday 13 March from 12 noon to 11pm and Saturday 14 March **2009, 12:00 a.m.-1:00 p.m. Breakdown can occur after event.** SETUP AND BREAKDOWN MAY ONLY OCCUR DURING THESE STATED TIME PERIODS. Early

dismantle is not allowed under any circumstances. All trash and debris must be cleared from vendor area at Festival close. Failure to properly clear grounds shall result in a \$50 cleanup fee assessment.

The Vendor, including all of its owners, agents, employers or assigns, hereby releases and waives any and all claims for personal injury, product liability, theft, breakage, or other damage, against Jacksonville Irish Festival, its agents, contractors, successors and assigns, from or otherwise pertaining to the space and equipment rental hereunder, and Vendors expressly assume the risk of rain, wind, lightning or other weather-related elements on the days of the JAX IRISH FEST. Jacksonville Irish Festival, Inc. expressly disclaims any obligation or representation related to the number of persons to be attending the Festival, or the revenue to be derived there from.

Some items and/or materials are contrary to the Bylaws of JAX IRISH FEST and may not be marketed or offered under the auspices of the Jacksonville Irish Festival. Contact JAX IRISH FEST directly to review any political items or materials as to their eligibility under the Jacksonville Irish Festival Bylaws. JAX IRISH FEST reserves the right to deny any vendor application and/or the sale of distribution of any items or materials.

Unless otherwise indicated, all space is accepted for the base rate. Any substantial use of space will be subject to a pro-rata increase in booth rental increments at the base rate. Vendors with trucks, trailers or vans should discuss (with JIF vendor coordinator if necessary?) these rates and their required space before completing the contract.

Other requirements should be listed on the back of the application form and the box at the bottom of the form needs to be checked. Include requests for specific areas of Festival for setup. No guarantee of location is possible, although we still strive to suit the needs of our vendors together with our attendees. List number of badges required on the application. No more than four employees passes per space.

This contract may not be assigned by the Vendor to any other party, nor may the space or location be shared with any other party without the expressed, written approval of JAX IRISH FEST. Vendor contracts may be cancelled without penalty at any time up to thirty (30) days before the Festival. Later cancellation by vendor shall be subject to a \$100 registration charge to be deducted from returned funds. Vendors that are not on premises by 10:00 am on Saturday, March 14, 2009 shall be subject to forfeit fee, and assignment of their space to standby applicants at JAX IRISH FEST sole discretion. The contract shall be governed by and under the Statutes of the State of Florida. No Vendor or exhibitor may act in a manner contrary to the Laws of the United States, State of Florida, Duval County or the Bylaws of the Jacksonville Irish Festival, Inc. This contract represents the sole agreement between the parties and no other representations, statements or understandings are included as any part of this agreement.

**Electrical:** Vendors will be furnished with 110 volt / 500 'Watts of electricity. If additional service is required, arrangements must be made with the Fair electrician. Additional electric fees must be paid to JAX IRISH FEST prior to move out. Those requesting over 500 watts are required to have at their site, electric cable (s), sufficient in length to reach the Fair's electric power source, a minimum of 200 ft. from the vendor's site, and underwriter approved for rough surface usage. The cables should withstand constant foot traffic and exposure to the elements. For the protection of the public, the vendor must supply safety mats, sufficient in length and weight to cover all cables. Vendor's power panel must be underwriter approved with electric cable s that has a capacity rating to meet the vendor's power needs. The cable (s) must be connected into the vendor's power panel, fused with the proper overload protection of the cable and the proper overload protection for the branch circuits needed by the vendor. For single Phase (120/240 volts) the cable shall be a 4-conductor cable, for 3 Phase, a 5-conductor cable. Both shall have a green-grounded conductor and be capable of being hard-wired by the electrician into the correct power source.

### **Merchandise Vendors:**

FOOD, DRINK AND ALCOHOLIC BEVERAGES MAY NOT BE SOLD OR DISPENSED BY MERCHANDISE VENDORS. LIST ALL MERCHANDISE ITEMS OR CATEGORIES ON THE BACK OF THE APPLICATION OR ON A SEPARATE SHEET OF PAPER. PLEASE PRINT LEGIBLY. YOU WILL BE NOTIFIED IF ANY ITEM IS NOT ACCEPTABLE AT THE FESTIVAL. ITEMS NOT APPROVED OR NOT ON THIS LIST WILL BE PROHIBITED AT THE FESTIVAL.

### **Kid Ride Vendors:**

In addition, the Kids' Vendor **must**, by March 1, 2009, submit copies of proper State of Florida Sales Tax License/Application and Certificate of liability insurance in the amount of \$500,000 naming JAX IRISH FEST as an additional insured. No application shall be considered complete without these items and no agreement is accepted in their absence.

WATER, CARBONATED DRINKS AND ALCOHOLIC BEVERAGES MAY NOT BE SOLD OR DISPENSED BY KIDS' VENDORS. LIST ALL KIDS' RIDES OR SERVICES ON BACK OF APPLICATION. PLEASE PRINT LEGIBLY. YOU WILL BE NOTIFIED IF ANY ITEM IS NOT ACCEPTABLE AT THE FESTIVAL. ITEMS NOT APPROVED OR NOT ON THIS LIST WILL BE PROHIBITED AT THE FESTIVAL. KIDS' SERVICES THAT CONSUME SUPPLIES MAY REQUIRE TAX LICENSE.

It is very important that we understand the overall size of the area that you are requesting. Be sure to also define exactly what level of power you may require, or any other detail that must be met for you to have a successful presentation at the Festival. Please provide us with a layout on the back of the application or on a separate form. Also provide any other requirements, such as power requirements, etc. Include requests for specific areas of Festival for setup.

**All VENDORS, (Merchandise/Food/Kids rides), must provide their own tent or tents, tables, chairs, power cords, water hose, safety mats or any other item needed for you to have a successful presentation at the Festival.**

### **Food Vendors:**

Food Vendor specifically agrees herein to provide full food service during the entire course of the Festival, subject to a penalty of \$100 per hour for any full hour during which the vendor is unable to comply due to the vendor's lack of stock/personnel.

**Water supply:** Vendors must have a "Clean Hose" that does not leak capable of extending 100 ft from the vendor site to the designated water supply. If vendor's hose is found to leak at any time, it will be disconnected from the water sourced until such time as the leak can be corrected. To protect the public, vendors must also furnish safety mats sufficient in length and weight to cover all exposed hoses. LP gas tanks must be kept secured at all times.

**BOTTLE WATER, CARBONATED DRINKS AND ALCOHOLIC BEVERAGES MAY NOT BE SOLD OR DISPENSED BY FOOD VENDORS.** LIST ALL FOOD, DRINK AND OTHER ITEMS AND SALE PRICE IN THIS SECTION. PLEASE PRINT LEGIBLY. YOU WILL BE NOTIFIED IF ANY ITEM IS NOT ACCEPTABLE AT THE FESTIVAL. ITEMS NOT APPROVED OR NOT ON THIS LIST WILL BE PROHIBITED AT THE FESTIVAL.

Food vendors also need to obtain and provide a copy of a **Health Department Certificate/Business license to JAX IRISH FEST by March 1<sup>st</sup> 2009**. **Without this certificate or license, you will not be able to participate. Food vendors must post certificate/ license on site.**

**These question questions come up, so to be sure it is clear:**

- **No one may sell Water, Carbonated Drinks or Alcoholic Beverages.**
- **You need to be available to provide your product or service during from 3PM to 12PM on Saturday.**
- **Vendors are prohibited from removing any part of the festival perimeter fence or gates at any time.**

**Accommodations: Limited** accommodations for RV's and motor homes are **available at Metropolitan Park**. For your camping needs contact Hanna Park Campgrounds, 7 miles E in Atlantic Beach, 904-249-4700 or Flamingo Lakes Resort 7 miles N off 1-95, 904-766-0672.

**Sponsored Hotel.** Sawgrass Marriott (904)

**Motels:** The Hampton Inn, 1313, Prudential Drive (904-396-7770) or Extended Stay America, 1413 Prudential St 904-3961777

We love our vendors and are very glad to have you all participating! We hope this is a very long term relationship for all of us!