

VENDOR APPLICATION

Thank you for your interest in being part of *The Black Academy of Arts and Letters 2017 Riverfront Jazz Festival (hereafter known as TBAAL Riverfront Jazz Festival or The Festival).* The three-day festival will take place on **September 1-3, 2017** at the **Texas Horse Park- 811 Pemberton Hill Road, Dallas, TX. 75217**. This application is for commercial, non-commercial and non-profit vendors. **Vendor applications and payments are due by Saturday, July 15th.** Thank you for your cooperation.

SUBMIT APPLICATION TO:

The Black Academy of Arts and Letters 650 South Griffin Street Dallas, Texas 75202 Physical Address: 1309 Canton Street, Dallas, Texas 75201 ATTN: Kia Davis Riverfront Jazz Festival Vendor

Vendor/Business Name								
Contact Name(s)								
Address								
City	State		Zip					
Work		Cell						
Email								
	ook account:							
List all products to	be sold:							
SALES UNIT T	YPE:							
	_Booth _Truck _Other (If other, please list)							

PLEASE NOTE: There will be limited re-entry into the Festival. Parking space is very limited during the Festival. There is no room available for personal vehicles on or by the site areas.

VENDOR RULES AND REGULATIONS

The following is a list of rules and regulations that you agree upon as a vendor. If you choose not to comply with these guidelines, Riverfront Jazz Festival management will ask you to leave the Festival site without refund.

VENDOR BOOTHS/TRUCK PRICES (Check Appropriate)

 •Food Truck Vendors
 - \$3,000

 •Commercial (Food vendor)
 - \$3,000 - (Size: 10'x10')

 •Non-Commercial (Merchandise vendor)
 - \$1,500 - (Size: 10'x10')

 •Non-Profit
 - \$750 - (Size: 10'x10')

 •Non-Profit Arts & Cultural Inst. (D/FW AREA)
 - \$500 - (Size: 10'x10'- Must provide proof of non-profit status)

APPLICATION PROCESS

Vendor applications will be processed and approved vendors will be notified of their participation within 14 business days of receiving the completed application. Completing a vendor application does not guarantee acceptance. Vendors will receive a participation packet containing set-up information via email, 20-30 days before the Festival. All insurance and permits must be received before a vendor will be accepted.

PAYMENT

Vendor applications will not be accepted without payment. Preferred form of payment is by company check, credit card, cash, or money order. A \$35 charge will be assessed for all returned payments, no exceptions. **DEPOSIT:** The deposit amount is 50% of the booth rate and is due upon receipt of the vendor application. The remainder balance is due 30 days prior to the 1st day of the Festival.

<u>REFUND POLICY</u>: There will be no refunds for no-shows and/or cancellations.

WHAT IS REQUIRED?

As a vendor at the Riverfront Jazz Festival, the vendor is required to provide the following items:

- Completed application
- Payments (NOTE: Payments, including deposits that are not made by due date, will result in forfeiting vendor space without refund)
- Complete list, with pricing of all items to be offered during the Festival. Note: All items may not be approved; potential vendors will be notified of any changes, if necessary.
- All applications must include a copy of the Texas Sales Tax Permit, if applicable
- All vendors are required to have a minimum of \$1,000,000 general liability
- All vendors operating motor vehicles on Festival grounds must provide proof of auto insurance coverage, minimum \$1,000,000 business auto (any auto –Symbol 1 policy)
- Food/Beverage vendors only: Must provide proof of insurance, minimum \$2,000,000 umbrella coverage. Insurance must be in the form of a Certificate of Liability showing *The Black*

Academy of Arts and Letters 2017 Riverfront Jazz Festival as an additional insured party and having the festival dates listed (August 31st- September 4th, 2017).

FESTIVAL INFORMATION/CHECK-IN

Set-up will begin on Thursday, August 31, 2017. Vendor credentials and vehicle passes will be available at the North Gate Entrance. Vendors arriving earlier than the listed check-in time will not be admitted. Set-up and teardown times are listed below. PLEASE NOTE: All vendors and materials/equipment must be removed from the festival grounds **by Monday, September 4**th **at 6 a.m.** Only vendors with pre-authorized approval from TBAAL Riverfront Jazz Festival management will be extended the time to remove materials/equipment after 6am. If pre-approved by TBAAL Riverfront Jazz Festival management, vendors will be allowed to remove all material/equipment by Monday, September 4th at 12 p.m. Vendors must indicate on the vendor application if there is a request to remove property by Monday, September 4th at 12pm. Final tear down begins immediately following the end of the final show act on Sunday, September 3rd. Any vendor that tears down the booth prior to this time, without authorized approval, may risk being denied access as a vendor the following year. Booths must be cleaned, all trash removed from the booth and placed in the Festival provided dumpster, and returned to the state in which they were rented no later than the approved time.

VENDOR CHECK-IN AND SET-UP

- Thursday, August 31st: 10:00 am
- Friday September 1st: 10:00 am
- Saturday, September 2nd: 10:00 am
- Sunday, September 3rd: 10:00 am

VENDOR TEARDOWN BEGINS

• Sunday, September 3rd: End of the final show act

SPACE AND LOCATION

TBAAL Riverfront Jazz Festival and its management team does not guarantee sales at any vendor booth. The Festival also reserves the right to change vendor locations without notice in accordance with changes that are made to the grounds. Hawking and making sales outside of vendors specific, approved booth space is not permitted under any circumstance. The space assigned at vendor check-in is the only space allotted. If a vendor realizes during set-up that additional space is required, this request must be made to **Kia Davis at 214-743-2452 or ChiefExecutiveDirector@tbaal.org**, who will contract additional space based on availability. The vendor will be required to pay for the additional space before sales will be allowed at the booth.

INSURANCE

All vendors are required to have a minimum of \$1,000,000 general liability and \$1,000,000 business auto (any auto -Symbol 1 policy). All food vendors are required to have a minimum \$2,000,000 umbrella policy. A copy of the vendor's insurance certificate specifically evidencing *The Black Academy of Arts and Letters 2017 Riverfront Jazz Festival* and coverage for the dates of August 31- September 4, 2017 is required as part of the application process. If the vendor currently does not have insurance, it must be purchased and the required documentation provided by the deposit deadline. It is the sole responsibility of the vendor to research local and state requirements regarding selling in Festival locations.

UN-AUTHORIZED PRODUCTS

Vendors are not allowed to offer interactive attractions such as mechanical bulls, gyroscopes, bungee trampolines, climbing walls, etc.

ELECTRICITY

Vendors are responsible for their own electricity usage. Electricity will not be provided. Electrical cords and lights are not provided. Use of halogen lights in or around a vendor booth is prohibited.

INTERNET

Internet usage will be available for a fee.

GARBAGE/WASTE WATER/CLEAN-UP

All vendors are responsible for disposal of their garbage. Any vendor leaving garbage in or around their booth space will be billed for its removal. There are no sewer connections at the Festival site. NOTE: Each vendor is responsible for cleaning up contracted vending area. There will be an additional charge of \$250.00 if the TBAAL Riverfront Jazz Festival is responsible for cleaning assigned vendor areas or if the vendor dumps materials in unauthorized locations.

WATER/ICE

Water and ice will not be provided by the TBAAL Riverfront Jazz Festival.

LODGING/TRAVEL

All lodging and travel is the responsibility of vendor. No vendor camping is provided. Departure date is at vendor's preference, but generally it's easiest to leave on the Monday following the conclusion of the Festival. For hotel accommodation information, visit our website at www.tbaalriverfrontjazzfestival.org.

CARRY-INS, PETS, LAWN CHAIRS AND MOTORIZED VEHICLES

Vendors will not be allowed to bring outside food and beverage carry-ins into the Festival. There will be no pets allowed on the Festival grounds. Vendors are given strict restocking hours. These hours are the only times that vendor vehicles may enter and exit the grounds. No unauthorized motorized vehicles are allowed on the grounds.

SECURITY AND LIABILITY

TBAAL Riverfront Jazz Festival provides general grounds security throughout the entire weekend of the Festival but is not responsible for damage to, loss, or theft of property belonging to a vendor, his agent, employees, business invitees, visitors, or guests. Each vendor shall carry its own appropriate insurance. Vendor materials should be packed away and/or secured each night. Vendors agree to protect, save and hold TBAAL Riverfront Jazz Festival and/or any person, organization or corporation for whom TBAAL Riverfront Jazz Festival contracts with forever harmless for any and all damages or charges imposed for violations of any law or ordinance, whether occasioned by negligence of the vendors or those holding under the vendor. All vendors shall at all times protect, indemnify, save and hold TBAAL Riverfront Jazz Festival and/or any person, organization or corporation for whom Riverfront Jazz Festival contracts with foregoing harmless against and from any and all losses, costs (including attorneys' fees), damage, liability, or expense arising from or out of or by reason of any accident or bodily injury of other occurrence to any person or persons, including the vendor, its agents, employees, and business invitees, which arises from or out of or by reason of said vendor's occupancy and of the vendor on premises or a part thereof. The Festival does provide overnight security. Ultimately, vendors are responsible for their property. All matters not covered in this agreement are subject to the decision of The Black Academy of Arts and Letters-Riverfront Jazz Festival Board of Directors. If legal action must be taken, vendors will incur all legal fees.

I have read and understand the instructions and requirements for participation at the Riverfront Jazz Festival. I understand that this form is an application only and is neither a commitment by the applicant nor a guarantee by the *The Black Academy of Arts and Letters 2017 Riverfront Jazz Festival* that I will be accepted as a vendor at the 2017 Festival. I certify that all information contained in this application to be true and accurate to the best of my knowledge.

PRINT LEGAL NAME_____

VENDOR SIGNATURE _____

DATE _____

OFFICE USE ONLY

VENDOR #		BOOTH FEE: \$				
BOOTH TYPE:						
			CHECK #			
MONEY ORDER \$	MONEY ORDER #					
CC TYPE (check app		_MC	Discover			
EXPIRATION DATE			CVV			
DEPOSIT: \$			DATE:			
FINAL PAYMENT: \$_			DATE:		-	
PAID IN FULL: \$			DATE:			
RECEIVED BY:			DATE:			

Referred by: NTheknow.com - Teresa Gilbert









