



JAZZ PENSACOLA

3 West Garden St., Suite 418 • Pensacola, FL 32502-5633
(850) 433-8382 • info@jazzpensacola.com • jazzpensacola.com

Dear food vendor:

Jazz Pensacola invites you to participate as a food vendor for **Pensacola JazzFest 2023** 10 a.m. to 7 p.m. Saturday, April 1, and 10 a.m. to 6 p.m. Sunday, April 2, in historic Seville Square, downtown Pensacola. Attached is the application form; please carefully review the entire application and all Food Vendor Rules.

A limited number of food vendor spots are available for this popular spring event, and selection is competitive. We strive to avoid duplication of menu items and to offer a variety of food choices for festival attendees, so it is critical that your application be complete, accurate and the best possible representation of your business. It is your sole responsibility to have all necessary licenses and permits and to comply with the accompanying regulations.

Applications are complete when receipt of all the following is acknowledged by Jazz Pensacola:

1. Completed and signed application. Please complete all blank spaces.
2. One check or money order payable to Jazz Pensacola for application fee. This application fee is a contribution to a non-profit organization and is eligible for tax-deduction purposes. A separate check for the cleanup deposit, if required, is requested. If you are not selected as a vendor, your check(s) will be returned to you.
3. Signed Vendor Indemnity Statement.
4. Copy of Insurance Certificate.

We wish you every success at our 2023 event.

Sincerely yours,

Ed Morrison
JazzFest Food Vendor Chairman

**FOOD VENDOR APPLICATION
2023 PENSACOLA
JAZZFEST**

Dates: Saturday and Sunday, April 1—April 2

Location: Seville Square, downtown Pensacola

Name of business: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Owner/Manager: _____

Telephone: _____ **Fax:** _____

Email address: _____

Size of unit: Length _____ Width _____ Height: _____

Type of unit: Trailer: _____ Tent: _____ Other: (describe) _____

Power requirements: 30 amps _____ 50 amps _____

If incorrect amperage is given, you will be responsible for any damages to City of Pensacola facilities as well as all additional expenses required to make your exhibit functional. Power source requires NEMA configuration 14-30 or 14-50 plug, depending on amperage. Please supply your own power adapters.

Menu items offered, with prices: _____

I understand and agree to abide by the rules and regulations that are set forth and included with this application. I understand and agree that Jazz Pensacola, Pensacola JazzFest sponsors and volunteers are not responsible in any way for damage, loss or theft relating to my company or customers. I understand I will sell only approved menu items as shown above. I hereby submit my signed application for Pensacola JazzFest 2023. I understand that my failure to follow all rules to the satisfaction of the food vendor chairperson and committee may result in the loss of my deposit and/or the closing of my booth.

Application fees: \$500 for one approximately 20-foot frontage/space
\$300 for one approximately 10-foot frontage/space
\$150 for a kiosk (no cleanup deposit necessary)

Application fee \$ _____

Refundable cleanup/grease deposit \$ 150 (Separate check, please)

Total enclosed \$ _____

Ed Morrison
JazzFest Food Vendor Chairman
ed.morrison10@yahoo.com

**FOOD VENDOR RULES
2023 PENSACOLA JAZZFEST**

Concessions and vendors are selected solely at the discretion of Jazz Pensacola.

Activities conducted during JazzFest are limited to those listed on the vendor application.

Operation of generators, public address systems, amplifiers, musical instruments or playback devices is not allowed.

Food vendors **cannot** sell beverages at JazzFest, including **alcoholic beverages**.

Pensacola JazzFest will exclusively sell all bottled water and soft drinks.

By submission of an application, you agree to the following:

To carry at least \$100,000 of recovery liability insurance with Jazz Pensacola, 3 West Garden St., Suite 418, Pensacola, FL 32502-5633, named as an additional insured for the duration of the Friday preceding the event through the following Monday, and to provide Jazz Pensacola a copy of the certificate prior to the event.

To have copies of the above certificate on display during JazzFest.

To post prices of all menu items clearly visible to customers and easy to read.

To keep area around your site free of litter, to clean entire area around your site at the close of each day. To provide a large trash barrel at your position and empty it as needed throughout the event.

To properly dispose of grease and/or gray water. Proper disposal will be monitored. Failure to do so will result in loss of deposit.

To operate during JazzFest hours: 10 a.m. to 7 p.m. Saturday, April 1, and 10 a.m. to 6 p.m. Sunday, April 2. Setup may start Friday afternoon, March 31, and teardown may be completed Monday morning, April 3.

To sell **ONLY** the items accepted by Jazz Pensacola.

To accept the location assigned by JazzFest.

To prevent water hoses from leaking. Failure to do so will result in loss of your deposit.

To cooperate with all matters related to the electrical and plumbing connections of your unit. Failure to do so may result in the forfeiture of your deposit. You are responsible for payment of any services rendered by electrician or other service provider.

To provide a class "ABC" fire extinguisher, and if frying, a class "K" fire extinguisher in your unit.

To provide accurate approved length of unit or space required.

To pay all fees when applying. Deposit refunds will be mailed following JazzFest after Jazz Pensacola determines your adherence to the rules.

To operate only one booth during JazzFest.

To refrain from selling beverages (including alcoholic beverages) at JazzFest.

Pensacola JazzFest reserves the right to close any booth or vendor not fully complying with JazzFest concessionaire rules.

I understand and agree with the rules and regulations that are set forth in this application and agree to abide by and fully comply with said rules.

SIGNATURE

TITLE

DATE

**FOOD VENDOR INDEMNITY STATEMENT
2023 PENSACOLA JAZZFEST**

I understand and agree with the rules and regulations that are set forth in this application and agree to abide by and fully comply with said rules. I understand and agree that the Jazz Pensacola and all Pensacola JazzFest sponsors and volunteers are not responsible in any way for damage or loss to/or theft of my company, firm, or of my customers, and agree to indemnify and hold harmless Jazz Pensacola and all others noted above against such loss, damage or theft.

In the event that Jazz Pensacola and Pensacola JazzFest are unable to hold the event as scheduled by reason of war, acts of God or acts of nature of any other reason, or Pensacola JazzFest is interrupted in any way, **no refund** shall be made and it is agreed that all contracts are null and void.

There shall be in no way responsibility or liability on the part of Jazz Pensacola and Pensacola JazzFest for any losses sustained by any person caused by such event. Jazz Pensacola and Pensacola JazzFest in no way guarantee any return or benefits to the vendor.

It is further agreed and understood that Jazz Pensacola and Pensacola JazzFest assume no liability for any injury to person or property or any other damages or losses occurring in the JazzFest premises during Pensacola JazzFest. I agree to forever indemnify and hold harmless Jazz Pensacola and all Pensacola JazzFest sponsors and volunteers from and against any and all claims for loss, death, or damage of person or property and any other loss whatsoever arising out of any act, omission or negligence in the operation of myself/business, including violation of the law, and all attorney's fees and costs incurred by those parties.

All the foregoing is agreed to in consideration of and as a condition precedent to Jazz Pensacola and Pensacola JazzFest providing to me/my business the applied-for vendor space. The indemnification provisions shall survive after Pensacola JazzFest 2023.

SIGNATURE _____ TITLE _____ DATE _____

ADDRESS _____ TELEPHONE _____

BUSINESS LICENSE NUMBER _____ STATE _____

SALES TAX NUMBER/EXEMPTION _____
