

<p align="center"><b>Sumter Watermelon Festival Vendor Contract</b></p>	 <p align="center">910 CR 541 Sumterville FL 33585</p>	<p align="right">Phone: 352 793-9124 Fax: 352 793-4124 Web: www.foodconcessions.net</p>
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## Merchandise/Craft Vendor Application

**Event Name:** Sumter Watermelon Festival

**Date of Event:** May 27, 2006

**Time of Event:** 9am – 5pm

**Deadline:** May 15, 2006

Applications will be date stamped and locations awarded to earliest applicants.

**Return Applications to:** J&B Sales  
910 CR541 Phone: 352 793-9124  
Sumterville, FL 33585 Fax: 352 793-4124

Name of Business: \_\_\_\_\_

Owner/Manager of Business: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone (daytime): \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

Briefly describe your display, the items you plan to sell or service you plan to provide: \_\_\_\_\_

Vendor Spaces are 10'x10'

Vendor Space Rent: \$50.00 for the first 10' (\$25.00 each additional 10')

Example: 10'x10' = \$50.00, 10'x20' = \$75.00, etc.

Size Requested: \_\_\_\_\_

Total Rent Submitted: \$\_\_\_\_\_

The following must be submitted with your application to be accepted.

1. Completed application.
2. Total fee (cash, money order, cashiers check or business check)
3. A photograph or drawing of your booth design & setup showing which side you will vend from and which way you will need to pull into location (if trailer). This is very important to your location placement.

\_\_\_\_\_ Please initial here

## Acceptance Procedure

- J&B Sales reserves the right to accept or reject any applicant for any reason.
- Sumter Watermelon Festival is RAIN or SHINE.
- No Refunds.
- If your application is accepted, you will be notified by mail. If your application is denied, your entry fee will be returned in full.
- Vendor fees will be immediately deposited upon receipt.

Vendor fee includes: 7% sales tax, space fee, parking, and trash disposal fees.

### Contact Information: J&B Sales

910 CR 541

Sumterville FL 33585

Web Site: [www.foodconcessions.net](http://www.foodconcessions.net) Email: [jnbsales@foodconcessions.net](mailto:jnbsales@foodconcessions.net)

Phone: 352 793-9124 Fax: 352 793-4124

### General Rules and Regulations:

Please read carefully and initial that you have read and agree to abide by **ALL** rules and regulations.

- Vendor displays must stay in designated space. This includes display racks, tables, awnings, trailer tongue, tie downs, etc. Vendors must supply own tables, tents, etc. relating to their booth.
- J&B Sales and Sumter County Fairgrounds are not responsible for any theft, vandalism or damage.
- Vendors may set up Friday evening after 6pm. Your display must be set up no later than Saturday morning by 8:00am.
- No obscene merchandise, as determined in J&B Sales' sole discretion, is to be displayed or sold at the event. Violation of this policy may result in the immediate ejection from the event and loss of booth fee.
- No merchandise displaying any wording to "Sumter Watermelon Festival" will be allowed. J&B Sales reserves the exclusive right to the sales of "Sumter Watermelon Festival" merchandise.
- No merchandise that would be considered DRUG PARAPHERNALIA will be allowed as determined in J&B Sales' sole discretion. i.e., pipes, bongs, clips, rolling papers, etc.
- All vendors' booths must be broken down removed by Saturday evening at 8pm.
- No food, water or beverage sales are allowed to be sold or distributed from your booth.
- We do not offer "exclusive merchandise category".
- Two ID Badges with your business name and booth number will be provided to each vendor. Additional badges are \$2.00 each and must be requested in advance.
- All cardboard boxes must be broken down and trash bagged and placed in receptacles provided on grounds.
- All vendors must leave location clean of trash and debris.
- Vendor Parking: Vendors must park in designated areas.
- RV Parking: Vendors may park RVs in designated parking areas only and must be fully self-contained. Space availability is limited to "first come first served".
- All Vendors must "Check in" and receive your vendor package **before** setting up.
- Applications will be date stamped and locations awarded to earliest applicants.

The undersigned agrees that he/she has read and understands the "Rules and Regulations" of the event provided with this application and will be able to comply as described. The undersigned understands noncompliance will result in immediate removal of the activity from the event.

Please initial here: \_\_\_\_\_

### PAYMENT METHOD

Cash                      Money Order# \_\_\_\_\_ Cashiers Check# \_\_\_\_\_ Business Check# \_\_\_\_\_

## Hold Harmless and Indemnification

I hereby agree to INDEMNIFY, RELEASE, and HOLD HARMLESS, J&B Sales, the Sumter County Fairgrounds, and the Officers, Directors, Agents, Leagues, and Employees of these entities from and against any and all rights, actions, causes of action, suits, losses, damages, judgments, claims, claims of liabilities, cost and expenses of any kind as well as attorney's fees and court costs at trial and at appeal, of whatsoever kind or nature to which these entities and individuals may be subjected to as a result of any death, personal injury or damage to property arising in any manner from my direct or indirect participation in the 2006 Sumter Watermelon Festival, including any such rights, actions causes of action, suits, losses, damages, judgments, claims, and claims of liabilities arising out of or resulting from the negligence of these entities or any of their agents, servants, employees or any independent contractors acting of their behalf. I further agree that this Hold Harmless Agreement shall apply in the event I am disabled, injured, or incur disease of a temporary or permanent nature while participating in, or die as a result of participating in, this activity, regardless of the cause, including negligence of the above reference entities, their agents, servants, employees or independent contractors.

### Miscellaneous

This Agreement has been delivered in the County of Sumter, State of Florida and shall be construed in accordance with the laws of Florida, and venue for any action arising from this agreement shall be Sumter County, Florida. This Agreement may not be modified or amended nor shall any provision of it be waived except by a writing signed by the parties, and in the case of the City of Bushnell, approved by the Bushnell City Commission at a public meeting.

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The undersigned further certifies that he/she is the responsible person referred to in the rules and that he/she is authorized.

1. To execute on behalf of the business, and
2. To execute legal process on behalf of the business.

I understand that I will no be allocated space until all of the above documentation is on file in the J&B Sales office and my fees are paid in FULL. All fees are nonrefundable unless your application in not accepted.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

I certify that I have fully read and understand the contents of the Application and that I fully agree to all of its terms and conditions.

\_\_\_\_\_  
Company Name (printed) Date:

\_\_\_\_\_  
Personal Name (printed)

\_\_\_\_\_  
Signature Date of Birth

\_\_\_\_\_  
Street/Mailing Address City, St., Zip Code

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For office use only:

Accepted by: \_\_\_\_\_  
J&B Sales Representative

Date Stamped: \_\_\_\_\_