



July 1, 2011

Dear Prospective Vendor:

The Tampa Bay Black Heritage Festival (TBBHF) will celebrate its **12<sup>th</sup> Annual Heritage Street Festival** and we would like to invite you to take part as a vendor on January 14 - 15, 2012. Join us at Curtis Hixon Waterfront Park in downtown Tampa, Florida.

The 2012 weekend festival will prove to be a celebration that promotes the entrepreneurial spirit of businesses and offers vendors extended opportunities to network.

The Tampa Bay Black Heritage Festival has experienced phenomenal growth in its short existence. TBBHF has been selected one of the TOP 20 Events by the Southeast Tourism Society in 2005, 2006, 2009, 2010 and 2011. Attendance has continually increased over the past eleven years, and we expect record numbers. Estimated attendance: 6000 +

The vendor application outlines required documents, fees, terms and conditions. Vendor opportunities are available for food, merchant, non-profit organizations, small and corporate businesses, to include service orientated professions.

Your completed application must be received by **December 16, 2011**. You can apply and pay directly online or you can mail a check or money order, made payable to Tampa Bay Black Heritage Festival, Inc. and mail to TBBHF, P.O. Box 16622, Tampa, FL 33687-6633. While we will continue to accept applications after this date, there is no guarantee on space availability. **No personal or business checks will be accepted after December 16, 2011. Applications received after October 31st will incur late fees.** All vendors who complete their application, to include all necessary required documents and fees prior to October 31, 2011 will have their company name listed in the Commemorative Souvenir Booklet.

#### **IMPORTANT NOTICE**

**The Tampa Bay Black Heritage Festival has exclusive rights to sell all beverages. Vendors are not allowed to SELL nor PROVIDE beverages of any kind to attendees at anytime during the Festival or on Festival grounds. Any vendor in violation of this term and condition will be asked to leave immediately and no refund will be given.**

Visit our website, [www.tampablackheritage.org](http://www.tampablackheritage.org) , for more information or feel free to contact me directly should you have any additional questions.

Sincerely,

*Ruby Jackson*

Festival Chairperson and Events Coordinator  
The Tampa Bay Black Heritage Festival, Inc.  
[programs@tampablackheritage.org](mailto:programs@tampablackheritage.org)  
813.205.2466

# 12<sup>th</sup> Annual

T A M P A B A Y ' 1



## Celebrating Tampa Bay's Heart and Soul

*Named one of the "Top 20 Event" by the Southeast Tourism Society for 2005, 2006, 2009, 2010 and 2011!*

## ***EXHIBITOR/VENDOR Registration Package***

***January 14-15, 2012  
Curtis Hixon Waterfront Park  
600 N. Ashley Drive  
Tampa, Florida 33602***

*"Join us for a Celebration of Tampa Bay's Heart and Soul"*

**2012 Tampa Bay Black Heritage Festival, Inc**  
**Street Festival *\*\*Vendor/Exhibitor Application***  
**January 14 –15, 2012**

PLEASE PRINT CLEARLY

Company/Organization: \_\_\_\_\_  
(Please list your company's name as you would like it shown on printed materials)

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Daytime Phone: \_ (\_\_\_\_\_) \_\_\_\_\_ Evening or Cell Phone: \_ (\_\_\_\_\_) \_\_\_\_\_

Fax: \_ (\_\_\_\_\_) \_\_\_\_\_ E-mail Address: \_\_\_\_\_

1. Your company/organization will be selling: (check one of the following)

\_\_\_\_\_ Products/Merchandise    \_\_\_\_\_ Services    \_\_\_\_\_ Exhibit Displays    \_\_\_\_\_ Food

Describe the nature of your exhibit and the products or services to be purchased:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I agree to provide 2 (two) promotional items valued at not less than \$15.00 each. These items will be used as stage prizes during the Festival. These items must be available upon arrival and given to the Vendor Committee Representative. Merchandise Vendors shall provide a tangible item and Food Vendor items shall be in the form of a coupon in which the food item can be redeemed at any time during the Street Festival. Vendor contributions will be duly acknowledged over the PA system during the festival. (Please list items to be donated and the monetary value of each item.)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

3. Vendors of food shall come prepared with 1/2 inch plywood as well as grease proof tarp/covering. The plywood and covering will be placed as flooring under your designated work area and completely protect preparation and cooking areas from grease contamination and food spills. **Any food vendors without these requirements will not be permitted to set-up or conduct any business until the City enforced requirement has been satisfied.** If you do not satisfy the City's requirement, you will forfeit your entire payment, and will not be able to vend.

4. **To ALL Vendors** – Please be advised that **NO** vehicles will be allowed to park anywhere inside the park. ALL vendors will be allowed to drop any equipment and materials needed during the designated drop-off period (6:30am to 8:30am - Saturday & Sunday) at your assigned vendor location. Immediately following your drop-off, ALL vehicles must be driven along designated conveyance route to the assigned vendor parking area. Holes in the ground are not permitted on the premises.

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Participating Company/Organization hereby agrees to abide by all the rules and regulations as established herein and any future notices by the Tampa Bay Black Heritage Festival, Inc., hereinafter "Festival", as well as any local, state or federal rules, regulations, laws or ordinances. Company/Organization hereby attests that all permits and licenses required to operate such business or sell such products or services indicated in this application and to be conducted during the Festival have been acquired and that all such permits and licenses are current. Company/Organization agrees to provide a copy of same upon the request of the Tampa Bay Black Heritage Festival, Inc.

To the fullest extent permitted by law, Company/Organization agrees to protect, reimburse, indemnify and hold The Festival and the City of Tampa and both of its agents, employees, directors and officers free and harmless from and against any and all liabilities, losses, claims, expenses, costs, fines and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company/Organization's acts, omissions, negligence, activities or operations. In addition to the duty to indemnify, Company/Organization will have the duty to defend the Festival and the City of Tampa and both of its agents, employees, directors and officers against same. Neither the Festival nor the City will insure or indemnify Company/Organization against any liabilities, losses, claims, expenses, costs, fines, damages, or causes of action of any kind. Company/Organization is responsible for the security of its products, exhibit/display or any other personal property at all times.

By signing below, I attest that I am an agent of Company/Organization authorized to enter into this contract and bind Company/Organization.

This application when approved shall constitute a legally binding contract between Company/Organization and the Tampa Bay Black Heritage Festival, Inc. and shall be enforceable under law. This application will not be processed without the authorized vendor's signature and must be postmarked according to the fee schedule selected as indicated on exhibit/vendor form. I certify that I have read and agree to the Terms and Conditions of this application. Please mail your application with applicable fees in the form of a check, money order, or certified check to the address below. For your convenience, our website offers payment online through the services of PAYPAL.

***No personal or business checks will be accepted after December 16, 2011.***

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**For Office Use Only**

**Booth #** \_\_\_\_\_

**Confirmation** \_\_\_\_\_

## EXHIBITOR/VENDOR FORM

This form is a part of the application form. Please check off the items you will require as a vendor and complete the total column where indicated. **Application and fees must be received by October 31, 2011 for regular fees to apply.** Prices listed are for both days.

<u>SELECT SERVICES:</u>	<u>PRICE</u>	<u>QTY</u>	<u>TOTAL</u>
<input type="checkbox"/> Vendor Exhibitor (10'x10' space /w tent)	<u>\$350.00</u>	_____	_____
<input type="checkbox"/> Food Vendor (10'w x 20'd space only)	<u>\$500.00</u>	_____	_____
<input type="checkbox"/> 6 ft. table (additional)	<u>\$20.00</u>	_____	_____
<input type="checkbox"/> Chairs (additional)	<u>\$8.00</u>	_____	_____
<input type="checkbox"/> Electricity	<u>\$40.00</u>	_____	_____
<input type="checkbox"/> Tent Rental (Food Vendor)	<u>\$200.00</u>	_____	_____
TOTAL DUE:			_____

### CORPORATE VILLAGE: (No Sales)

<input type="checkbox"/> Non-Profit Organization	<u>\$200.00</u>	_____
<input type="checkbox"/> Small Business	<u>\$350.00</u>	_____
<input type="checkbox"/> Corporate Business	<u>\$500.00</u>	_____

If you are submitting this form and payment after **October 31, 2011** please include all applicable late fees, as illustrated in chart below.

ITEMS	BEFORE OCTOBER 31 <sup>ST</sup>	AFTER OCTOBER 31 <sup>ST</sup>
Vendor/Exhibitor	\$350.00	<b>\$450.00</b>
Food Vendor	\$500.00	<b>\$600.00</b>
6' Table (additional)	\$20.00	<b>\$25.00</b>
Chair (additional)	\$8.00	<b>\$10.00</b>
Electricity / Power Feed	\$40.00	<b>\$50.00</b>
Non-Profit Organization	\$200.00	<b>\$300.00</b>
Small Business	\$350.00	<b>\$450.00</b>
Corporate Business	\$500.00	<b>\$600.00</b>
10x20 Tent Rental (Food Vendor)	\$200.00	<b>\$250.00</b>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Mail Application and fee(s) to:** Tampa Bay Black Heritage Festival, Inc.  
P.O. Box 16622  
Tampa, FL 33687-6633  
1.888.224.1733 ext. 3143  
Email: [programs@tampablackheritage.org](mailto:programs@tampablackheritage.org)

**TERMS AND CONDITIONS**  
**2012 Street Festival**  
*Please READ Entirely*

**FOOD VENDOR.** All food vendors must be self-contained and adhere to all food handling and preparation to meet Florida Department of Health ordinances and regulations. **Hand sanitizer is REQUIRED when handling food and must be properly used and displayed.**

**PAYMENT INFORMATION:** For your convenience, we encourage you to PAY directly online using a credit or debit card through our website on the vendor page. Payments will also, be accepted in the form of a Personal or Business Check, Money Order, or Cashier's Check. Upon acceptance of your application and payment, exhibitors/vendors will receive a space assignment. **AFTER DECEMBER 16, 2011 – ONLY, ONLINE Credit Card payments, CASHIER'S CHECKS or MONEY ORDERS WILL BE ACCEPTED.** Application and fees must be received by October 31, 2011 for regular fees to apply. Prices listed are for the two (2) day event. **NO EXCEPTIONS FOR PAYMENT OPTIONS.**

**SPACE INFORMATION:** Registered Exhibitors/Vendors will receive a 10'x10' rental space and tent that will contain one (1) 6' table and two (2) chairs. All Food Vendors will receive a 10'w x20'd space and are **required to provide 1/2 inch PLYWOOD and TARP/COVERING. NO GREASE SPILLS ARE PERMITTED ON CITY PROPERTY.** Tents are not included in the rental space for food vendors.

**GENERAL RULES & REGULATIONS:**

1. Exhibitors/Vendors must comply with all city, county, state, and federal ordinances and laws.
2. **ALCOHOLIC BEVERAGES ARE PROHIBITED ON FESTIVAL GROUNDS. (NO ALCOHOL)**
3. No music/entertainment will be allowed in vendor spaces other than for Exhibitors/Vendors registered to sell music media. (A special section of the park will be designated for vendors who have been authorized to sell music).
4. Vendors may not bring animals onto the festival grounds unless certified as a health support animal (i.e. seeing-eye dog).
5. A description of all items to be sold **MUST** be submitted with your application. The Festival **MUST** be notified of any changes not less than fourteen (14) days before the opening day of the Festival.
6. **ALL FOOD VENDORS MUST BE STATE LICENSED AND A COPY OF THAT CURRENT LICENSE/PERMIT MUST ACCOMPANY THIS APPLICATION.**
7. Food vendors must indicate foods that will be sold. No additional foods may be sold other than what is listed on the Application.
8. **VENDORS WILL NOT BE PERMITTED TO SELL OR PROVIDE ANY BEVERAGES, INCLUDING WATER. THIS APPLIES TO ALL VENDORS.**
9. **Vendors must provide grease traps and the legal means to dispose of them.**
10. Vendors of food shall come prepared with 1/2 inch plywood as well as grease proof tarp or covering. The plywood and covering will be placed as flooring under your designated work area and completely protect preparation and cooking areas from grease contamination and food spills. **Any food vendors without these accommodations will not be permitted to set-up or conduct any business until this City enforced requirement has been satisfied.**
11. **To ALL Vendors** – Please be advised, **NO** vehicles will be allowed to park anywhere inside the park. **ALL** vendors will be allowed to drop any equipment or materials needed during the drop-off period (6:30am to 8:30am – Saturday and Sunday) at your assigned vendor location. Immediately following drop-off, **ALL** vehicles must be driven along designated conveyance route to the assigned vendor parking area. Holes in the ground are not permitted on the premises.
12. Each exhibitor/vendor will receive one parking pass and up to three vendor passes per rented space.
13. Not under any circumstance will an exhibitor/vendor be permitted to sublet, sublease, share or loan its space(s) or parking pass, any confirmed violation of this term shall be sufficient grounds for immediate dismissal from the festival. No refunds will be granted.

**CANCELLATION/REFUNDS:**

1. Refunds will only be granted in cases of extreme emergency, on a case-by-case basis approved by the Festival Committee.
2. Requests for cancellation must be received in writing no later than **Wednesday, December 28, 2011.** An administrative charge of \$100.00 will be deducted from any refund due.
3. **AFTER WEDNESDAY, DECEMBER 28, 2011. NO REFUNDS WILL BE GRANTED.**
4. **No refunds for inclement weather.**

**ANCILLARY CHARGES/FEES:**

1. Returned checks (insufficient funds, uncollected funds, etc) will be assessed a charge of \$60.00 per check, per bank submission.
2. Returned checks that have not cleared or have not been replaced with a money order or certified check by January 3, 2011 will result in refusal of vendor participation and will subject the vendor to an additional 25% processing fee over and above the \$60.00 return check fee. Collection efforts will ensue up to and including prosecution to the full extent of the law.
3. Unpaid returned checks will be submitted to the Office of the State's Attorney for collection/prosecution.
4. To avoid the possibility of any of the above sanctions, it is highly encouraged that all fees be submitted in the form of money order, certified check, or by the use of **PAYPAL** through our website.

**GOOD FAITH CONTRIBUTION:**

Each vendor is requested to provide at least two (2) promotional items to be used as stage prizes during the festival. Vendor contributions will be duly acknowledged over the PA system during the Street Festival.

**PLEASE NOTE: SPACE RESERVATION IS WITH PAYMENT ONLY. PAYMENT IN FULL MUST BE SUBMITTED ALONG WITH YOUR APPLICATION AND REQUIRED DOCUMENTS. DEADLINE/POSTMARK DATES WILL BE STRICTLY ADHERED TO.**

***All Vendors/Exhibitors must adhere to the following guidelines.  
There will be no exceptions to the rules stated in this document.***

**FESTIVAL GROUNDS:**

**Location:** Curtis Hixon Waterfront Park, 600 N. Ashley Drive, Tampa, FL 33602, Directions: From I-275; Take Exit 44 – towards Downtown - Ashley Dr., Keep right on N. Ashley Dr. Park will be on the right. From I-4: Take Exit 45A – towards Ashley Dr. ramp, Keep right on N. Ashley Dr. Park will be on the right.

**SPACE ASSIGNMENTS:**

All space assignments will be made on a first come, first serve basis. No assignments will be made until the completed application and appropriate fees have been received and cleared by the Tampa Bay Black Heritage Festival, Inc. (See Vendor Fee Schedule for deadline dates). **Applications postmarked after October 31, 2011 will be accepted on a space available basis only and charged late fees as identified on the Vendor Fee Schedule.**

**PAYMENT:**

**No personal or business checks will be accepted after December 16, 2011**, payment will only be accepted by cashier's check, money order, certified check, or the use of PAYPAL on our website on the vendor page.

**SET-UP/BREAK-DOWN:**

1. Only one (1) day, **Friday, January 13, 2012**, has been designated for **set-up** (Food only). Vendor check-in is required.  
**No Vehicles are allowed on property prior to check-in. No Exceptions.**
2. Set-up time may commence no earlier than **10:00 am** and must conclude by **3:00 pm** on **Friday, January 13, 2012**.
3. No materials should be posted, tacked, nailed, screwed, stapled, or otherwise attached to any part of city property, including trees and walls.
4. No vehicles, including cars, trucks, vans, and RVs, may enter the park before, during, or after the festival.
5. Dismantling/breaking-down shall be permitted no earlier than Sunday, January 15, 2012 at 6:00 pm.
6. **Set-up of merchandise/food on January 14, 2012 will begin promptly at 7:00 AM and must be concluded by the opening time of the Festival at 10:00 AM on Saturday and 11:00 AM on Sunday.**

**HOURS OF OPERATION:**

Vendors will be afforded two (2) days of vending.

Saturday, January 14, 2012	10:00 am – 6:00 pm
Sunday, January 15, 2012	11:00 am – 6:00 pm

**SECURITY:**

Security will be provided for the Festival grounds during Festival hours only, beginning at 3:00 pm, Friday, January 13, 2012 and concluding on Sunday, January 15, 2012 at 6:00 pm. Tampa Bay Black Heritage Festival, Inc. shall not be liable for nor shall it act as an insurer **against theft, loss, or damage to your property** from any source nor for any other damage incurred by you, the Exhibitor/Vendor or person(s) attending event, at any time. Each Exhibitor/Vendor shall provide such security, at its own cost and expense, as it deems appropriate for the protection and security of its goods and/or merchandise. **The Tampa Bay Black Heritage Festival, Inc., and/or the City of Tampa shall be held harmless in the event of any damage, harm, or loss to any property owned by, leased to or rented to, or person employed by, agent of or associated with Participating Company/Organization.**

**CONTACT INFORMATION:**

Tampa Bay Black Heritage Festival, Inc.  
P.O. Box 16622  
Tampa, FL 33687-6633  
1-888-224-1733 ext. 3143  
Email: [programs@tampablackheritage.org](mailto:programs@tampablackheritage.org)