



Long Branch Jazz & Blues Festival – Saturday, Aug. 26, 2023
Crafter/Merchandise Vendor Application

Vendor Information

Contact Name: _____ Company Name: _____

Address: _____ City/State/Zip: _____

Cell Phone: _____ Email: _____

Website/Social Media: _____

Are you a returning Vendor: Yes ___ or No ___ (check one)

Detailed description of what you will be selling: _____

Long Branch Jazz and Blues Festival –

Vendor/Crafter - ___ \$150 Non-Profit - ___ \$50.00

**** all spots are 10x10 booths****

Payment Options:

1). Paypal/Credit Card - [Click Here](#)

2). Checks - Please make check payable to JSJBF – mail it with signed contract to

Jersey Shore Jazz and Blues Foundation

3140 Route 35, #1009

Hazlet, NJ 07730

The undersigned represents and warrants that he/she is duly authorized to execute this binding contract on behalf of:

Company Name: _____ Signature: _____

Long Branch Jazz & Blues Festival 2023 Rules and Regulations

(Please review and sign acknowledgment below)

- 1. LOCATION OF SPACE:** Space is available on a first come-first served basis. JSJBF shall assign vendor locations at each festival. Please include any special requests along with your paperwork. However please understand that we cannot and will not promise a specific spot at the festivals.
- 2. SPACES:** Vendors will have a 10' x 10' space at each festival that they sign up for. Tents, tables, and chairs are the responsibility of each vendor. Vendor's exhibit or product may not extend beyond the limits of Exhibitor's booth.
- 3. SPACE SET UP:** We will not be providing electricity and no generators will be allowed. Tent Stakes will not be allowed. The use of weights is recommended.
- 4. DROP OFF: Long Branch you can drive to your spot and drop off... then you will be directed to vendor parking. own parking for your car.**
- 5. JSJBF will not and cannot take any responsibility for the amount of merchandise that you sell or do not sell.**

FESTIVAL MANAGEMENT: JSJBF reserves the right to render interpretations and to establish such further rules and regulations it may deem necessary for the general success of the Festival. JSJBF further reserves the right to decline, prohibit, or expel any Vendor, which in its sole judgment, is in poor taste or is out of character with, or reflects poorly upon, the Festival or is in violation of the terms of this contract or any applicable law, rule, or regulation.

REFUND POLICY: There are no Rain Dates. The festivals are held outdoors, rain or shine. There are no Vendor refunds for any loss of hours of operation for the Festivals. There will be no refunds for vendor cancellation. However, you will have the option of writing off your submitted fee as a donation to the JSJBF which is a nonprofit organization.

USE OF SPACE: Vendor shall provide adequate staff for maintenance and operations of its Space during all Festival hours. The Vendor shall not assign, sublet, or share the Booth Space other than to its parent, subsidiary, or sister corporation and with the express written consent of JSJBF. Due to the JSJBF Festivals being live music events, no Vendor shall utilize amplified sound at their spaces.

TAXES AND LICENSES: The Vendor shall be solely responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to its activity at the Festival and for obtaining any tax identification numbers and paying all taxes, license fees, or other charges that shall become due to any governmental authority in connection there within.

LIMITATION OF JSJBF'S LIABILITY: Neither JSJBF or any of its affiliates, agents, or representatives shall have any liability whatsoever to the Vendor for any loss, expense, or damage to the Vendor, its guests, invitees, or any of their property, relating to or arising out of the acts of any participant, visitor, or other invitee of JSJBF, other than for JSJBF's failure to perform its obligations hereunder. Under no circumstances shall JSJBF have any liability for lost profits or other special, incidental, or consequential damages and JSJBF total liability hereunder shall in no case exceed the amount of the total rent received by JSJBF from the Vendor. JSJBF shall have no liability for any failure to perform its obligations hereunder where such failure to perform was due to any riot, strike, terrorist act, civil disorder, act of war, out of the acts of any participant, visitor, or other invitee of JSJBF, other than for beyond assigned space.

INDEMNITY: The Vendor hereby agrees to indemnify and hold harmless JSJBF, Inc., its affiliates, and any of the officers, directors, employees, or agents from and against any and all loss, expense actions, claims, and damages, including, without limitation, reasonable attorney's fees, arising out of or caused by the Vendor's installation, construction, removal, or maintenance of its booth, the Vendor's occupancy of use of the Festival premises or any part thereof or as otherwise caused by the Vendor, its agents, representatives, invitees, or guests.

MISCELLANEOUS: This contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no other agreements, understandings, representations, or warranties except as expressly set forth herein. The right of JSJBF under this contract shall not be deemed waived except as specifically stated in writing signed by an authorized officer of JSJBF. This contract and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to New Jersey choice of laws. Any action brought to enforce the terms of this contract may be brought only in a court having a status within the State of New Jersey and the Vendor hereby expressly consents to the in personal jurisdiction of any such court. JSJBF shall be entitled to recover the costs, including reasonable attorney's fees, in any action brought to enforce this contract or its rights hereunder.

Any questions contact Tina LoBosco at 732-391-7769 or tlobosco@jsjbf.org

Acknowledged by Vendor Applicant that all Rules and Regulations have been read in full and will be complied with:

Applicant's Name: _____ **(Signature Required)** _____

Company: _____ **Date:** _____