



## Fort Pierce Jazz & Blues Society Jazz Market Guidelines

### MISSION STATEMENT:

*All Vendors of the Fort Pierce Jazz & Blues Society Market will relate To Jazz Market customers, staff, volunteers, and each other in a professional manner that fosters a sense of market community and camaraderie, a spirit of cooperative involvement, and that promotes the Jazz Market as a whole to the Fort Pierce, and St. Lucie County communities.*

**WHO MAY SELL AT THE JAZZ MARKET:** In accordance with the City of Fort Pierce, the Jazz Market Committee, and the FPJ&BS Board of Directors, market participation requires vendor registration and is open to:

- Vendors based in the State of Florida for 6 months + day.
- Authors from any County in Florida.
- Non-profit organizations within the City of Fort Pierce and St Lucie County
- Preference is given to artisans of the Treasure Coast in times of limited availability.

### HOURS OF OPERATION:

- **Season-(Winter):** Every Saturday, 8:00AM – 1:00PM
- **Off Season-(Summer)** Every Saturday, 8:00AM – 12:30PM
- *Vendors must vacate the area **by 2 PM** per Code Enforcement. **Failure to do so will result in revocation of vendor participation and may be subject to additional fines assessed by the City of Fort Pierce Code Enforcement.***

### PRODUCT QUALITY OF ITEMS:

- Vendors may sell items on behalf of a Florida State Resident Artist ONLY with written consent of the artist.
- Items created in a mass-production form are not permitted, unless special approval is obtained from the Market Mgr. Books are exempt from this policy as they are printed in bulk.

- All items to be sold within a booth ***must fall in 1 and ONLY 1*** of the following categories: Jewelry, Pottery, Sculpture, Paintings, Books, Photography, Soaps, Waxworks, Ceramics, Handmade Clothing & Accessories, Woodwork, Paper Goods, Glass, and Metal Works.
- Loose materials, such as uncut/unfinished semi-precious stones, metals, are not permitted unless they are displayed for custom orders.
- The Jazz Market Committee reserves the final judgment of the suitability of any specific vendor's operation and items sold.
- Weapons of any kind are not permitted.

**NON-PROFIT BOOTH SPACE:** The FPJ&BS wishes to support other non-profit organizations. By accepting the terms listed below, the non-profit organization allows the FPJ&BS, quid pro quo, to distribute informational literature, free of charge, with advanced approval, during any/all of the non-profit organization's events.

- Non-profit organizations may obtain space free of charge. **However, annual vendor registration applies.**
- Non-profit organizations MUST be based in St. Lucie County and provide proof of 501c3 status with either: a) Letter of Incorporation OR b) Tax exempt certificate.
- Availability will be limited to one (1) 10 x 10 space, per organization, per day.
- Non-profit booths may **only distribute free informational literature**. No selling of any type of product.
- Location of tent space will be on the grass area near the gazebo and only if there is space available.
- Any non-profit organization must contact the Jazz Market manager to determine availability.

**VENDOR REGISTRATION FEES:** Registration fees are annual and are NOT pro-rated. The annual membership fee for adult vendors is \$20. This is a once per every year registration.

- Registrations are valid for **the present year**. All registrations are renewable in January of each new year.
- Monthly reservation of a space ONLY entitles the vendor to a space at a discounted rate. Vendors who reserve space are NOT permitted to sublet to another vendor.
- **POSTDATED CHECKS ARE NOT LEGAL AND WILL NOT BE ACCEPTED.**

Year Round Jazz Market	Monthly Pre-paid Reserved Spaces	First-come/First-Serve Spaces	Junior or Child Spaces
<b><u>SEASON</u></b> Winter (October 1st – May 30th)	\$34 per Saturday \$136 - 4wk month \$170 - 5wk month	\$45 per Saturday	\$35 per Saturday \$ 120 Monthly 4wk- \$150 Monthly 5wk
<b><u>SUMMER</u></b> (June 1st – Sept. 30th)	\$30 per Saturday or \$120 - 4wk month \$150 - 5wk month	\$45 per Saturday	\$ 20 per Saturday \$60 Monthly 4wk \$75 Monthly 5wk

***Junior Stalls must ONLY contain products made by and sold by the child. An adult must be present at all times within the 10 X 10 space. This is strictly enforced. Space is limited and abuse of this opportunity will not be tolerated!***

**BOOTHS AND SPACES:** Per Fort Pierce City Code Enforcement, a 2 foot space is required between tent poles and tents MUST be no larger than 10' x 10' in size. If an additional tent size is required by a vendor, a permit must be first obtained by the City of Fort Pierce for the additional charge of \$50 and the Fire Department for an additional charge of \$75 with on-site fire extinguishers.

- It is the responsibility of the vendor to maintain and secure their booth. The FPJ&BS is NOT responsible for damaged, lost or stolen inventory. Should a vendor need to vacate their booth for any reason, they must do so at their OWN RISK.
- The Jazz Market requires vendor booth size to be 10' x 10' and is strictly monitored. **All items must be contained within the allotted space.** During the Summer Season, more lenient space requirements are possible due to additional space and are at the discretion of the Jazz Market Manager.
- The Jazz Market does not provide water or electricity to vendors. Generators are not permitted.
- Entrance, egress, and walkways, especially handicapped access points must be kept open at all times.
- Vendors are urged to bring tents, canopies or umbrellas. Cover is mandatory. Tents, canopies or umbrellas must be properly anchored with (4) 35lbs weights per tent leg and set-ups must be relatively wind resistant. Stakes are absolutely PROHIBITED and if discovered being used the Vendor will be asked to vacate the market.

#### **Booth Appearance:**

All display **tables require skirting and professional signage that displays the vendor's name and/or Business name.** Extra inventory and other merchandise must be kept out of sight and booth maintained in a neat and orderly manner. **Vendors who do not comply will be asked to vacate the market.**

**Monthly Pre Paid/Reserved Spaces:** The Jazz Market Manager designates pre-paid spaces. Space reservation is ONLY collected on a monthly basis and is first offered to the vendor currently occupying the space.

Vendors who wish to reserve a space for a given month must pay for that space by the LAST SATURDAY of the previous month. If the full monthly payment is not made, the first-come/first-serve fee will be applied.

**First Come/First Serve Spaces:** The Jazz Market Manager designates first come/first serve spaces. THESE SPACES ARE OPEN TO ANY VENDOR, who has first received application approval from the Market Manager OR the Jazz Society Board of Directors.

**MONETARY COLLECTION:** Monetary collection will begin at 8:00 A.M. for all vendors and having your form of payment at that time would be appreciated.

- Suitable forms of payment are cash, check or money order, and should be brought to Market Manager by 10:00AM. No postdated checks are accepted.
- *A \$35 fee will be charged on any returned checks.* If a vendors check is returned for insufficient funds the vendor will be required to pay by cash thereafter.
- If paying cash, please have exact change on hand. It is at the discretion of the Jazz Market Manager to accept bills larger than \$20.
- The Jazz Market Manager will provide a receipt for payments made upon request.

**INCLEMENT WEATHER POLICY:** The Jazz Market is year round, “**come rain or come shine**”. It is the responsibility of the vendor to assume risk for setting up in inclement or potentially inclement weather. **CREDIT WILL NOT BE GIVEN TO VENDORS WHO HAVE PRE-PAID FOR A MONTHLY SPACE.** Weekly fees are due by **8 A.M. regardless of weather.** Many tents have rain flaps, or tarps can be purchased to create walls. Vendors who are equipped with these things are able to continue to make sales during inclement weather. On days of high winds tents not properly secured will be considered a safety hazard and the vendor will be asked to not participate on that day.

**SALES TAX:** The current Florida State Sales Tax is 6.5%. Each **vendor is responsible** for collecting and reporting sales tax on items sold. The Fort Pierce Jazz & Blues Society assumes no responsibility for the collection of sales tax

**OCCUPATIONAL LICENSE:** Is the responsibility of the vendor.

**SITE MANAGEMENT:** During Market hours, the Jazz Market Manager or members of the Board of Directors will decide any immediate issues affecting the overall Jazz Market.

#### **SPACE SET-UP AND TAKE-DOWN:**

- All Vendors **MUST** be on site by **6:45 AM** or the space may be reassigned.
- The FPJ&BS Jazz Market DOES NOT SUPPLY tents, tables, chairs, nor any other items for display purposes.
- During set up or loading, vendors must be able to unload/reload display items from their vehicle within 15 minutes and promptly move their vehicle for other vendors to be able to unload or reload at end of day. Violators will not be tolerated.
- Vendors must be set up by 8:00 AM when the Jazz Market opens. Vendors are urged to refrain from sales before 8:00 AM.
- Vendors are required to stay for the entire Market day, unless all goods are sold or the weather turns especially bad. Break down of product and repositioning of vehicles, prior to 15 minutes to closing, 12:15 PM in summer & 12:45 PM other seasons, must obtain permission to do so from Market Manager.
- Vendors are responsible for taking down their set-up, disposing of their own garbage, and leaving their spot trash-free.

**VENDOR PARKING:** Customers of the Jazz Market need a convenient place to park. OUR Market must have customers to purchase YOUR products. It is therefore **ESSENTIAL** that the parking situation be policed by our Market Manager and your cooperation is appreciated as well as mandatory. We strongly recommend that our vendors utilize the parking facility directly west of the market.

- **SET UP/ BREAKDOWN** - During set-up and take-down, vendors may utilize the customer parking zone surrounding the Jazz Market area for unloading, loading his/her products/wares.
- Vendors may not park in the customer zone surrounding the Jazz Market area after 8:00AM unless handicap tag is listed on application. Tag number is required.
- If a vendor is parked in any of the lots adjacent to the Jazz Market (which are allocated for customer parking) after 8:00AM they will be asked to move their vehicle. **FAILURE TO DO SO WILL RESULT IN REVOCATION OF VENDOR PARTICIPATION.**
- All vendors are required to describe their vehicle on the application. If you or your associates have a handicap tag(s), the tag info must be noted on your application.

**SMOKING AND ALCOHOLIC BEVERAGES:**

Vendors may not smoke on the grass areas of the Jazz Market grounds. Cigarette butts must be properly disposed of should one decide to smoke in the parking lot areas. Vendor's failure to dispose of cigarette butts properly may incur littering fines or expulsion from the Jazz Market. Vendors may not be under the influence of alcohol or drugs during Jazz Market hours, nor have any alcohol or drugs on the Market premises. No burning of incents or any form of item that will permeate the air with a smell or make a smokey atmosphere.

**PETS:** Due to insurance requirements, vendors are not to have personal pets on the property.

**PRICING:** The Fort Pierce Jazz & Blues Society Jazz Market is a retail market.

Prices charged should be fair to all vendors, and comparable to pricing in the community. Intentional undercutting will be considered unfair and may be determined by onsite manager.

**ON-SITE ACTIVITIES:** Face painting, hand-painted or sketched art works, or similar artistic activities may be provided on site.

**MEETINGS OF THE BOARD OF DIRECTORS:** The Board of Directors will meet at a regular time on the first Monday of each month. Vendors are welcome to attend these meetings if Board of Directors is notified in writing and in advance of 7days. The first working agenda item at every meeting will be "Vendor Concerns".

**GRIEVANCES AND CONCERNS:**

Any grievance or concern should be put in writing and include a clear and specific description of the problem and the name(s) of the person(s) involved.

Actions taken should include, but not be limited to:

- a) Mediation between involved parties.
- b) The Board of Directors has final authority in deciding the outcome of grievances.

**COMMITTEES OF THE BOARD OF DIRECTORS:** The Board of Directors will appoint committees as needed to handle the business and operation of the Fort Pierce Jazz & Blues Society Jazz Market.

**LOGO USE:** Any vendor who wishes to imprint their products with the Fort Pierce Jazz & Blues Society logo may apply to the Board of Directors in writing for board approval and conditions of use. The board will reply in writing within 30 days of application. Vendors selling logo items will donate to the Fort Pierce Jazz & Blues Society Jazz Market an agreed upon % (percent) per item produced and sold.

**INSURANCE:** The Fort Pierce Jazz & Blues Society does carry liability insurance that names the City of Fort Pierce as insured and covers people for personal injury while they are on the Jazz Market site. Vendors are not covered for damages customers may claim from their products or business losses.

**APPLICATIONS AND ACCEPTANCE:** All vendors must fill out an application each year, and provide 3 photos depicting:

1. General items to be sold.
2. Close up of featured item and vendor "making" this item.
3. Overall display of item.

Once the application is accepted, **any deviation from the category of items to be sold will not be tolerated.** If a vendor wishes to change categories, they must submit a new application with photos to be approved by the Jazz Market manager or the Society's Board of Directors. Vendors must receive approval of their new application prior to display for sale. Applications may be submitted to [jazzmarket@jazzsociety.org](mailto:jazzmarket@jazzsociety.org), or mailed to: (see below)

The Ft Pierce Jazz & Blues Society  
**Attention:** Jazz Market Manager  
PO Box 1086  
Fort Pierce, FL 34954

Applications can also be hand delivered to the Jazz Market Manager on Saturday at the Jazz Market. The Market reserves the right to see and touch the item that you create. Additional questions may be submitted to [jazzmarket@jazzsociety.org](mailto:jazzmarket@jazzsociety.org) or call or TEXT preferred direct to Market Manager 772-812-4588 or office at 772-460-JAZZ.



Application Date: \_\_\_\_\_

**SEASON 2025****FPJ&BS Jazz Market Application and Agreement**

Last Name	First Name	Name of Business
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Address	City	State	Zip Code
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EMAIL	Home Phone	Cell Phone	Text (yes/no) <u>circle one</u>
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Automobile Make	Model	Color	License Plate #	Handicap tag (Yes/ No (circle one))
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Category: Select ONE: Jewelry, Pottery, Sculpture, Paintings, Photography, Soaps, Waxworks, Ceramics, Handmade Clothing & Accessories, Woodwork, Paper goods, Glass, Metal works, (Non-Profit need 501c3, letter of incorporation or tax exempt certificate; no sales only paper fliers allowed)

Describe Items to be sold:

I AM (circle one):	Item Producer:	Broker:	Non-Profit:
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By entering into and signing this agreement, each vendor or purveyor of an approved item(s) agrees that they have read all and agrees to abide by all guidelines. It is also agreed to waive any and all liability against the Fort. Pierce Jazz & Blues Society. (Applications without required photos, letter of consent of original artists or a copy of proof of 501c3 status will not be considered.)

Signature of Vendor	Date
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Jazz Market Manager	Vendor #	Date
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