

### 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 <u>only distribute informational literature</u>.
- 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 one calendar year. All registrations are renewable on the anniversary of registration date.
- 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	Monthly Pre-paid First-come/First-		Junior or Child	
Jazz Market	Reserved Spaces	Serve Spaces	Spaces	
<u>SEASON</u>	\$34 per Saturday	\$45 per Saturday	\$10 per Saturday	
Winter (October 1st -	\$136 - 4wk month			
May 30th)	\$170 - 5wk month			
SUMMER	\$30 per Saturday or	\$45 per Saturday	\$10 per Saturday	
(June 1st - Sept. 30th)	\$120 - 4wk month			
	\$150 - 5wk month			
Credit Card (Winter)	\$38.25 per Saturday	\$47.50 per Sat	\$13.50 per Saturday	
Prices includes fee	\$140.25-4 wk month			
	\$174.50-5 wk month			
Credit Card (Summer)	\$33.75 per Saturday	\$47.50 per Sat	\$13.50 per Saturday	
Prices includes fee	\$124.50 – 4wk month			
	\$154.50 – 5wk month			

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. <u>All items</u> <u>must be contained within the allotted space</u>. 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 and set-ups must be relatively wind resistant.

#### **Booth Appearance:**

All display tables require skirting and professional signage that displays the vendor's name and/or Business name. Vendor's must also display their assigned jazz market vendor number on inside of tent, not obvious to customers. 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, credit/debit card, (w/ fee) 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 <u>receipt</u> for payments made <u>upon request</u>.

**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 **6:30 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, vendors must be able to unload display items from their vehicle within 15 minutes and promptly move their vehicle for other vendors to be able to unload.
- 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.
- 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. You will be issued a Jazz Market Sticker which must be placed on windshield, passenger side low front window.

#### **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.

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 <a href="mailto:iazzmarket@jazzsociety.org">iazzmarket@jazzsociety.org</a>, 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 <a href="mailto:jazzmarket@jazzsociety.org">jazzmarket@jazzsociety.org</a> or call direct to Market Manager <a href="mailto:772-812-4588">772-812-4588</a> or office at 772-460-JAZZ.



# SEASON 2023

## FPJ&BS Jazz Market Application and Agreement

Last Name	First Name City		Name of Business	
Address			State	Zip Code
EMAIL		Home Phone	Cell Phone	Text (yes/no)circle one
	Model Color ry, Pottery, Sculpture, Paintings ss, Metal works, Non-Profit.	License Plate # , Photography, Soaps, Waxw	-	ng (Yes/ No (circle one) ade Clothing & Accessories,
Describe Items to be so	old:			
IAM (sinds and)	Itam Duadyaan	Duolson		Non Duofit
they have read all and against the Ft. Pierce	Item Producer: signing this agreement d agrees to abide by all Jazz & Blues Society. py of proof of 501c3 sta	guidelines. It is also (Applications withou	agreed to waive ut required photos	· ·
Signature of Vendor			Date	
Jazz Market Manager		Vendor #		Date