



Astute Marketing Group LLC

2225 St. Paul Street * Baltimore, Maryland 21218

Phone: (410) 366-0494

Fax: (410) 558-6772

www.baltimorejazzfestival.com

Email: info@baltimorejazzfestival.com

VENDOR AGREEMENT

The following vendor agreement is between the Astute Marketing Group, LLC of Baltimore, MD (Producer and Promoter of the Baltimore Jazz Festival) hereinafter referred to as "Festival" and the Vendor Applicant hereinafter referred to as the "Vendor(s)" and/or they. The agreement is effective upon signing by vendor and remains in effect until the close of the festival and until all vendors have fully vacated the event premises.

IN CONSIDERATION OF and as a condition of the Vendor applying and being approved to vend at the Baltimore Jazz Festival and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement. In selecting submit on the electronic vendor agreement and payment form, the vendor affirms that they are authorized to represent aforementioned business and enter into a binding contract with the festival.

Vending Details

1. This agreement allows the vendor to sell merchandise, food, and/or beverage at the Baltimore Jazz Festival.
2. The Baltimore Jazz Festival is scheduled for Saturday, August 28, 2021, and Sunday, August 29, 2021.
3. Vendors must select and pay the requisite fee pertaining to the day(s) and Vendor's Business classification.



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Cancellation Policy

4. The Baltimore Jazz Festival will proceed rain or shine, unless specified. There are no REFUNDS, this includes a vendor's desire to change participation date(s), illness and/or any other unforeseen circumstance.
5. REFUNDS will occur only if the Baltimore Jazz Festival CANCELS the event and does not allow Vendor to vend at a Baltimore Jazz Festival within 365 days from cancelation or a postponement.

Set-up and Staffing

6. Each vendor is permitted to bring a maximum of 2 vendors/volunteers to assist with operating the vendor operations on the festival grounds. All additional vendor operators/volunteers must purchase tickets to the event. All vendors/volunteers must be 18 years of age or older.
7. Vendors are permitted to enter the festival grounds to begin set up at 9:30 am on the day(s) the vendor has remitted payment to participate in the festival. Vendors agree to keep their booths open from 12:00 pm to 6:00 pm on the festival day(s). Vendors agree to complete all breakdown by 8:00 pm each festival day(s).

Vendor Merchandise

8. Vendors may only sell items listed on their application.
9. Vendor is prohibited from selling goods or services that promote; racist, homophobic, and/or sexually explicit material.
10. Vendor(s) is prohibited from selling firearms and any violent paraphernalia.



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Health and Safety

11. Food/beverage vendors are required to secure all Baltimore City health and safety permits for short-term vending. This requirement also applies to vendors selling prepackaged goods.
12. The temporary Event Food Vendor Application is available on the Baltimore City Health Department Website at:
http://transportation.baltimorecity.gov/sites/default/files/Temp%20Food%20App_interactive_150220_2.pdf
13. The Baltimore City Health Department and the festival can/will shut down any vendor failing to adhere to health and safety requirements for food safety. In the event this occurs, vendors will not be refunded the vendor fee.

Use of Space

14. Each vendor will have an assigned space at the Baltimore Jazz Festival. Each space will be approximately 8X8.
15. Vendors are not permitted to amplify any sound in their booth to avoid festival disruptions.
16. Vendors are asked to assist with efforts to social distance when possible, by using only the assigned space and square footage, organizing booths and encouraging line formation with social distancing in mind.
17. All demonstrations or other promotional material or activities must be confined to the limits of the vendor space.



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Care of Building and Equipment

18. Vendors or their representatives must not injure or deface the venue. If any damage occurs, the vendor is liable to the owner of the property damaged.
19. All materials used in the decoration must be flameproof.
20. Vendor(s) must return all rental equipment to the festival in the same condition received.

Security

21. The vendor is solely responsible for his/her own exhibit material and must insure against loss or damage by carrying the appropriate insurance.
22. The festival is not responsible for such loss or damage. Please secure all items of value.
23. All property of the vendor is understood to remain in his/her care, custody and control in transit to and from, and within the confines of the Vendor area.

Right to Restrict or Remove

24. The festival reserves the right to restrict vendors that become objectionable because of noise, method of operation, materials, or, in general, detracts from the general character of the festival.

Rights and Likeness

25. Vendor grants full permission perpetual and worldwide to The Baltimore Jazz Festival to use all names, photographs, videotapes or quotations in accounts, streaming, and promotions in any medium.

Indemnification

26. Vendor waives, indemnifies, releases, discharges, and covenants not to sue or make liable The Baltimore Jazz Festival, The Bayview Golf Center, Astute Marketing Group, LLC., its affiliates, subcontractors, members, volunteers, sponsors,



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organizers or other representatives or their successors and assigns, for any injuries or damages of any kind whatsoever suffered because of this festival or any related activities.

Miscellaneous Terms

27. Time is of the essence in this Agreement.
28. This Agreement may be executed in counterpart. Facsimile signatures or E-signatures (DocuSign) are binding and are considered to be original signatures.
29. No part of Vendors performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. If Vendor violates this section, the Festival may immediately cancel the Agreement and remove vendor.
30. The Vendor's representative warrants that by signing this Agreement it has the authority to bind the Performer to the terms and conditions of this Agreement.
31. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
32. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and



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enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

33. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Client by the Performer, or to the Performer by the Client, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
34. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Festival's successors and assigns.
35. This Agreement is non-assignable without written consent of the Client.
36. Modifications must be in writing.
37. Please sign and return one copy of this letter of Agreement by mail, fax or email at your earliest possible convenience