



DOWNTOWN IMPROVEMENT BOARD
An Authority of the City of Panama City, Florida
413 Harrison Avenue
Panama City, Florida 32401



Dear Prospective Vendor,

On behalf of the Downtown Improvement Board of Panama City AND Custom Yacht Charters, we would like to personally invite you to participate in our NEW event called the “**Baybreeze Concert Series**” which is scheduled to be held at the **Downtown Panama City Marina** on the **THIRD Thursday for the months of March-October 2010 from 6-8 pm.**

The dates are as followed:

March 18, April 15, May 20, June 17, July 15, August 19, September 16, and October 21

On the application you will see that we require a \$100 clean-up deposit. If you plan on attending more than one of these dates your deposit will be held until the series is complete, so you will only pay this ONE time. Otherwise you can pay as you go.

Please note that fees are non-transferable (if you sign up for March and April and decide to not attend one of them, you may not transfer your fee to another month).

Please look over the enclosed material and notice the low fee for vendors. We understand that the event short, so we felt that a lower rate would make it worth your while to participate. **Space is very limited** so get your application in as soon as possible.

WE ARE ONLY ALLOWING (10) VENDORS AT THIS TIME.
THE FOOD BOOTH IS CLOSED

Thank you in advance for your consideration in participating in this new and exciting event. If you have any questions, please feel free to call us at **(850) 785-2554.**

Sincerely,
Dutch Sanger
Director
Downtown Improvement Board



March 16, 2010 "Baybreeze Concert Series"
Event Dates/Hours: Third Thursday of each month (March-October) 6pm-8pm
Event location: Panama City Marina
Downtown Panama City, Florida

Please return application no later than **Tuesday, March 16, 2010**

Make check payable to:

Downtown Improvement Board,
 413 Harrison Avenue, Panama City, FL 32401

****BOOTH LOCATIONS WILL BE POSTED AT 413 HARRISON AVENUE AFTER 9PM EVENING BEFORE THE EVENT and at www.pcdib.com**

Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail _____

Resale Certificate # _____

Sales tax packets will be distributed during the event.

Product: True Craft /Non-Profit Retail Food Specialty

Specifically describe the food or retail product(s) you propose

to sell, including price points: _____

Applications are subject to approval. Only product(s) described above are allowable to be vended or vendor will be rejected from festival area and vendor fee forfeited. Payment must be made in the form of a check, CREDIT/ DEBIT CARD or money order **AT THE TIME YOU SUBMIT YOUR APPLICATION. If payment is received later than the deadline a \$25.00 late fee will be charged.** All vendors are **required** to submit a clean-up deposit of **\$100**. Providing your booth is clean, your deposit will be refunded by request. **Please note that fees are non-transferable (if you sign up for March and April and decide to not attend one of them, you may not transfer your fee to another month).**

True Craft (**Handmade Items ONLY**) 10' wide x 12' deep _____ # of booths x \$10.00 = \$ _____

Non-Profit Organizations 10' wide x 12' deep _____ # of booths x \$15.00 = \$ _____

Retail (**Resale items**) booth size is 10' wide x 12' deep _____ # of booths x \$20.00 = \$ _____

Food booth size is 25' wide x 12' deep _____ # of booths x \$50.00 = **\$SOLD OUT**

Clean-up deposit _____ **+\$100.00**

Total \$ _____

Location desired (*not guaranteed*) {i.e. near food, near other vendor, away from music}:

OFFICE USE ONLY:
Booth # _____
Pd. \$ _____
Check # _____

Vendor to provide all booth materials (tables, chairs, tents, etc.).

We are only providing space and electricity though we do have tables, tents and chairs available for rent.

___ # OF TENT(S) X \$25.00 each = _____

___ # OF TABLES X \$15.00 each = _____

___ # OF CHAIRS X \$2.00 each = _____

****Please note that the Event Staff will set up and take down your rental tent, if you decide to put it up or take it down yourself and that causes it to break, you will be charged the replacement cost****

Vendor is required to keep booth area clean or a \$100 cleaning fee will be assessed to vendor.

Electricity will be provided to both food vendors and retail vendors.

****Vendors must supply a minimum of a 100' heavy-duty extension cord.****

Will you use electricity? (110v) (No 220v) () yes () no

Rules & Regulations

- 1.) You will only be contacted by phone if you are not accepted. Payment must accompany application and will be refunded if you are not accepted into the event.
- 2.) Please submit proof of your valid State Tax Permit or proof that you have applied for it, if your items for sale are subject to sales tax. If you are not sure, please call the Department of Revenue at **850-747-5687**.
- 3.) Streets close to public traffic at **4:00pm**. Booths must be set up by **5:45pm**, with vehicles off the street. Vehicles must not enter festival area once set-up is complete due to issues of safety, security and insurance.
- 4.) **No refunds.** Due to the fact that the Festival must pay expenses and administrative costs in advance, we cannot give refunds for booth fees, except clean-up deposit.
- 5.) Trashcans are provided, please use them.
- 6.) All food vendors must comply with State of Florida-Hotels & Restaurants Division and fire code regulations, for additional information on these codes, please call **850-487-1395**. You will be inspected!
- 7.) Rain Policy: No refunds due to rain. Many a festival has run well with rain. If rain turns to storms the Festival will wait out a one-hour period before calling the status of the event. After the one-hour wait, a staff member on site will notify you if the event has been called off. You are then allowed to drive your vehicle on site. If you chose to leave the event site before the Festival is called off, you must walk your merchandise from the area.
- 8.) Vendors are responsible of trash removal from their area. If trash is left behind, the cleaning deposit will be forfeited.
- 9.) Produce with rinds are **NOT** permitted; i.e. boiled peanuts and watermelon.
- 10.) **There is NO exclusivity of products. We will make every effort to limit the amount of duplicate products.**
- 11.) Please note that fees are non-transferable (if you sign up for March and April and decide to not attend one of them, you may not transfer your fee to another month).
- 12.) No vendor may, without permission from the DIB assign, sublet or apportion all or any part of the space assigned to them, nor permits any other party to exhibit herein, other than the business to which the space is assigned and insured.
- 13.) Vendors are expected to remain open during official event hours, closing early negatively effects your neighbors and the entire venue.
- 14.) Vendors are prohibited from selling or displaying any artwork, t-shirts, or merchandise referencing these words in any combined order: Downtown Panama City, Friday Fest, festival, official, art, poster, or the current year (consent must be obtained by the DIB). If found in violation, the DIB may prohibit sale of artwork/t-shirt/merchandise or close the booth.

****YOU MAY NOT SELL OR GIVE AWAY ANY PRODUCT OTHER THAN WHAT IS LISTED. SALE OR DISTRIBUTION OF ANY PRODUCT NOT LISTED IS GROUNDS FOR EJECTION FROM THE EVENT AND FORFEITURE OF ALL FEES AND DEPOSITS.****

****Insurance Requirements****

Please contact your insurance company and request them to fax directly to the Panama City Downtown Improvement Board a Certificate of Liability showing proof of insurance with a minimum of \$300,000.00, valid through event date. Name on policy must match application. Please request form ACORD 25 or the equivalent. List the "Panama City Downtown Improvement Board, 413 Harrison Avenue, Panama City, FL 32401" as certificate holder and the description of operations as Panama City Downtown Improvement Board Events. Our fax number is 850-784-4439. Please note that true-craft, non-profit, and retail booths are exempt from this policy.

****Proof of insurance must be turned in with the application****

Hold Harmless and Indemnification

I hereby agree to INDEMNIFY, RELEASE, and HOLD HARMLESS the Panama City Downtown Improvement Board and the City of Panama City and the Officers, Directors, Agents, Leagues, and Employees of these entities from and against any and all rights, actions, causes of action, suits, losses, damages, judgments, claims, claims of liabilities, cost and expenses of any kind as well as attorney's fees and court costs at trial and on appeal, of whatsoever kind or nature to which these entities and individuals may be subjected to as a result of any death, personal injury or damage to property arising in any manner from my direct or indirect participation in the Downtown Improvement Board Centennial Friday Fest 2009, including any such rights, actions, causes of action, suits, losses, damages, judgments, claims, and claims of liabilities arising out of or resulting from the negligence of these entities or any of their agents, servants, employees or any independent contractors acting on their behalf. I further agree that this Hold Harmless Agreement shall apply in the event I am disabled, injured, or incur disease of a temporary or permanent nature while participating in, or die as a result of participating in, this activity, regardless of the cause including negligence of the above reference entities, their agents, servants, employees or independent contractors.

Miscellaneous

This Agreement has been delivered in the County of Bay, State of Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this agreement shall be Bay County, Florida. This Agreement may not be modified or amended nor shall any provision of it be waived except by a writing signed by the parties, and in the case of the City of Panama City, approved by the Panama City Commission at a public meeting.

The undersigned further certifies that he/she is the responsible person referred to in the rules and that he/she is authorized.

1. To execute on behalf of the business, organization or individual
2. To execute legal process on behalf of the business, organization or individual

I understand that I will not be allocated space until all of the above documentation is on file in the Panama City Downtown Improvement Board office and my fees are paid in FULL. All fees are non refundable once location has been assigned.

I certify that I have fully read and understand the contents of this Application and that I fully agree to all of its terms and conditions.

Signature:

Date: _____

**** WE NOW ACCEPT CREDIT CARDS AND DEBIT CARDS****
Please call office at 850-785-2554 to use this service