



D.T.O. Jazz Fest Inc., 1317 Edgewater Dr., Suite 4311, Orlando, Fl. 32804

A 501 c 3 Corporation, FEIN: 45-4999435.

Application for Sponsors/Vendors, space rental at North West Lawn area/off street, Lake Eola Park, 512 E. Washington St., Orlando Florida, 43801, on April 28th, 2024, (10 a.m. to 6 p.m.). Space to be assigned by D.T.O. Fest Inc. (first come, first served basis), **Application deadline: April, 15th, 2024 (4 p.m.)**

Rental Fee: Tents: \$ 250.00 (Merchandise/Promotional at Northwest lawn area). Food Trucks/Vendors (street parking meters spaces @ Rosalind Ave.): \$ 500.00. Refundable Deposit: \$ 100.00 (no later than May, 3rd, 2024)

Business Information:

- Business Name: _____
- Legal Business Name: _____
- Contact Name: _____
- Address: _____
- E-Mail: _____
- Phone: _____
- Website (Optional): _____

Additional Information:

1- List the items (entity) you would like to sell/promote:

2- Add a short description of your business or organization:

Vendor shall provide and pay for their tent and equipment (**frame tent-weighted 10'X10', only**). Vendor is responsible for leaving the space rented under this agreement in the same condition as before the event. This includes but not limited to removing all trash into the dumpster, taking down decorations, clearing tables and removing all items brought into the facility. D.T.O. Jazz Fest Inc, staff will inspect the area before the lessee's deposit is given back. (\$ 100.00)

Vendor shall defend indemnify, and hold harmless, D.T.O. Jazz Fest Inc from and against any and all liability, claims, demands, damages, loses, expenses, fees, fines, penalties, suits, proceedings, actions, and costs, of any kind and nature arising in any way connected with the D.T.O. Jazz Fest event. Sponsor/Vendor must present proof of 1.000.000 General Liability/ 2.000.000 General Aggregate Insurance listing D.T.O. Jazz Fest Inc. as Additional Insured.

Nothing contained in this agreement shall be construed to constitute a partnership or joint venture and Vendor/Sponsor shall not be liable, in whole or in part for any obligation that may be incurred by D.T.O. Jazz Fest Inc. in carrying out any of the provisions hereof, or otherwise. Further both parties represent that he/she/Corporate entity has the legal capacity to enter into this contract.

D.T.O. Jazz Fest Inc. is not obligated to perform hereunder and shall not be deemed in default if performance is prevented by fire earthquake, flood, act of God, civil commotion occurring at the venue during or in connection with the event, or any other matter or condition of similar nature or any law, ordinance, rule regulation, or order of any public or military authority stemming from the evidence or economic or energy controls, hostilities, or war.

If any portion of this agreement conflicts with any applicable Federal, City of Orlando, Orange County, or State of Florida, law now in force or hereafter enacted, such provision shall become inoperative, but all other provisions of this agreement shall remain in force and intact.

This agreement shall be interpreted in accordance with the laws of the State of Florida. All disputes arising under this agreement shall be heard in a court of competent jurisdiction located in Orange County, Florida "ONLY".

The terms and conditions contained in this agreement may not be modified without the prior 'written' consent of both parties.

Vendor shall provide proof of required local, State, Federal licenses as required.

This application will be approved at the sole discretion of D.T.O. Fest Inc. Vendor/Sponsor must have signed approval of this application, before proceeding with payment at: www.dtojazzfest.org, submit application at: dtojazzfest@Yahoo.com

Federal EIN: _____ () Personal, () Corporate

For Vendor/Sponsor:

Authorized Signature: _____

Title: _____

For D.T.O. Jazz Fest Inc.:

Authorized Signature: _____

Title: _____

