



Florida Tech

International Festival

**Saturday
February 25, 2012
Noon to 5 p.m.
Florida Tech Campus
Melbourne, Florida**

FOOD VENDOR AGREEMENT

If accepted, this document is a legally binding contract between the food vendor and Florida Tech. Florida Tech may accept or decline any application without disclosure of reason. All fees paid toward declined applications will be returned within a reasonable period. If accepted by Florida Tech, this document outlines the responsibilities of Florida Tech and you (the vendor). All guidelines must be followed. Noncompliance will result in a breach of contract by Food Vendor and a forfeiture of all paid fees.

FLORIDA TECH WILL PROVIDE:

- ◆ **Festival Site**—Food vendor will be notified of site location on a first come, first served basis.
- ◆ **Promotion**—Florida Tech, through its various resources and outlets, will inform the public of vendor's products and services.
- ◆ **Parking**—Florida Tech will provide one parking space per vendor from which they may restock during festival hours. Florida Tech encourages vendors to restock during off hours.
- ◆ **Security**—Florida Tech will provide security throughout the event. Florida Tech is not responsible for any lost, stolen or vandalized property.
- ◆ **Waste Removal**—The festival will provide waste removal for the entire site. During festival hours, store neatly tied garbage bags at the front and side of your set-up location (not in walkways).
- ◆ **Cancellation**—The event will be held rain or shine. In the event of any other cause beyond our control, or if the show or any part thereof is prevented from being held or cancelled by Florida Tech or the exhibit space described herein becomes unavailable, Florida Tech, its employees or the International Festival Committee shall not be liable to make any refunds whatsoever to the applicant.

FOOD VENDOR WILL PROVIDE:

(By signing this agreement, Vendor accepts the following responsibilities.)

- ◆ **Fees, Licenses and Permits**—A \$50 nonrefundable application fee is due with application and a deposit of booth fee plus the balance is due by January 14, 2012. Any fees due past this date are to be paid in cash, cashier's check or money order. All returned checks due to insufficient funds will result in breach of contract by Food Vendor who will forfeit all funds received before such a breach. Food vendors must provide a copy of their food license and certificate of insurance.

- ◆ **Vendor Set-Up**—Vendor will supply and is responsible for all equipment needed for their operation (extinguisher, hoses, power cords, tables, tents, chairs, signage, etc.)

	DATE	TIME
Open to the Public	Saturday, February 25, 2012	Noon–5 p.m.
Vendor Set-Up	Saturday, February 25, 2012	8:30–11:30 a.m.
Dismantling	Saturday, February 25, 2012	5–7 p.m.

- ◆ **Menu**—Food vendor shall submit a food menu to Florida Tech. Food vendor is required to display a menu board listing all products and prices.
- ◆ **Site Maintenance**—Food vendor shall be solely responsible for all damages caused by Vendor or Vendor's employees to buildings, grounds, persons or personal property and shall indemnify Florida Tech harmless from all such damages, claims, injury or defense costs.
- ◆ **Booth**—Vendor's booth must be manned at all times.
- ◆ **Insufficient Fund Charge**—Vendor agrees to a \$30 service fee for insufficient funds.
- ◆ **Cancellation**—Vendor has the right to cancel this agreement. In the event the Vendor needs to cancel, written and oral notification must be received no later than seven (7) days prior to show. If notification is received before cancellation deadline, vendor will receive refund for the space they reserved (this does not include the \$50 nonrefundable deposit). If notification is not received for cancellation from Vendor prior to event, Vendor forfeits said monies for reserved space.

FEES: Total Fees Due \$ _____
 Total Fees Enclosed \$ _____
 Total Fees Outstanding \$ _____

Please note any special needs _____

I have read the Florida Tech International Festival Vendor Contract Regulations in their entirety, and understand the information herein. I agree to pay all necessary fees. It is also understood that Florida Tech reserves the right to accept or decline this offer at their sole discretion without the disclosure of reason. I agree to comply with all guidelines set forth and understand that failure to comply will result in a breach of contract and forfeiture of all Vendor rights and all fees paid.

Agreed by _____
 Please Print

_____ Please Sign

Date _____ For _____

Name of Business