



## Vendor Agreement

**This Vendor Agreement** (“**Agreement**”) is made on this \_\_\_ day of \_\_\_\_\_, 2023, between Heathcote Botanical Gardens, Inc., a Florida corporation not for profit (“**HBG**”), a 501(c) 3 non-profit organization, and \_\_\_\_\_ (“**Vendor**”).

1. By execution hereof, Vendor agrees to:
  - a. Act as an HBG approved vendor selling \_\_\_\_\_
  - b. during the hours of 5:00 P.M. to 9:00 P.M. on a minimum of four (4) nights comprising the HBG Garden of Lights to be held on November 24 and 25, and December 1, 2, 8, 9, 15, 16, 22, 23, 29, & 30 2023. (“**Event**”). Vendors that commit to be here all 12 nights will receive a substantial discount on the vendor fee. Dates are available on a first come first book and paid basis. (Circle your preferred dates)
  - b. Pay to HBG a fee for the right to act as a vendor at the Event pursuant to one (1) of the following two (2) payment options:
    - i. Option 1: The total sum of \$40.00 per night payable in one payment: Due within 3 business days of electronic invoice being sent.
    - ii. Option 2: If attending all 12 nights the cost is \$300. Due within 3 business days of electronic invoice sent.
  - c. Comply with the following obligations of Vendor:
    - i. Upon execution of this Agreement, Vendor shall provide HBG with a copy of Vendor’s current business license.
    - ii. Vendor shall conduct Vendor’s business in a clean and sanitary manner so that Vendor is in full compliance with the rules and regulations of, and can pass any and all necessary inspections by, the Florida Department of Health.
    - iii. Vendor shall be required to supply all equipment necessary to conduct Vendor’s business.

- iv. Deliver to HBG a business report on a nightly basis so that HBG and Vendor can work together to ensure Vendor's success, which business report shall be held in strict confidence by HBG. The form and substance of the report will be agreed upon by HBG and Vendor prior to November 23, 2023. This report can be a verbal conversation with vendor about success.
  - v. If the vendor contracts for the full 12 nights and the vendor's equipment remains on the premises of HBG from the commencement date of the Event through the final date of the Event, Vendor shall secure such equipment and shall be liable for all damage to or loss of such equipment. Vendor acknowledges and agrees that HBG shall have no liability whatsoever for any damage to or loss of Vendor's equipment at any time.
2. In consideration of Vendor's compliance with the terms of Paragraph 1, HBG hereby agrees to provide space for Vendor to conduct Vendor's business, which space shall include: (a) access to restrooms located on the premises of HBG; (b) access to well water, which is not potable; (c) security limited to the hours of operation of the Event, but not otherwise; and (d) drive-up access to Vendor's assigned space prior to and after Event hours.
3. Additional terms and conditions:
- a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_

**This Vendor Agreement** was executed by duly authorized representatives of HBG and Vendor on the dates set forth beside their respective signatures.

**HBG:**

\_\_\_/\_\_\_/23

\_\_\_\_\_  
*Signature of HBG Officer*

\_\_\_\_\_  
*Date*

*Printed Name of HBG Officer:* \_\_\_\_\_

*Title of HBG Officer:* \_\_\_\_\_

**Vendor:**

\_\_\_\_\_  
*Signature of Vendor Officer, Manager or Member*

\_\_\_\_\_  
*Date*

*Printed Name of Vendor Officer, Manager or Member:* \_\_\_\_\_

*Title of Vendor Officer, Manager or Member:* \_\_\_\_\_

Vendor Contact Information

Vendor Business Name: \_\_\_\_\_

Vendor Operator/Owner Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Emergency Contact Number if different than above: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Social Media Address: \_\_\_\_\_

Website address: \_\_\_\_\_

Vendor Menu: \_\_\_\_\_