



**Vendor Agreement**

**This Vendor Agreement** (“**Agreement**”) is made on this \_\_\_ day of \_\_\_\_\_, 2024, 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 the twelve (12) nights comprising the HBG Garden of Lights to be held on November 29 and 30, and December 6, 7, 13, 14, 20, 21, 27, 28, 2024 and 01/3, & 1/04 2025. (“**Event**”). Circle or X the dates you will attend

FRIDAY	Saturday
November 29	November 30
December 6	December 7
December 13	December 14
December 20	December 21
December 27	December 28
January 3	January 4

- c. 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 payable by credit card through electronic invoice due on or before **November 20, 2024**; or
  - ii. Option 2: The total sum paid by check or cash with check received payable in one (1) payment upon full execution of this Agreement.
  - iii. Vendor fees are as follows: Food Trucks: \$200 per night. If you commit to all 12 nights a 15% discount will be applied. Beverage only trucks are \$100 per night and commitment of all 12 nights a 15% discount will be applied. Dessert/Coffee only trucks are \$100 per night and commitment of all 12 nights a 15% discount will be applied. A commitment of 6 nights generates a 5% discount off the rate.

d. Comply with the following obligations as a Vendor:

- i. Upon execution of this Agreement, Vendor shall provide HBG with a copy of Vendor's current business license and insurance.
- 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 29, 2024.
- v. If 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.

e. Closure / Cancellation of Event

- i. Should a nightly event have to end early there will be no refund of any Vendor fees.
- ii. Should a nightly event(s) be cancelled due to an excessive rain event or acts of nature like but not limited to Hurricane, Tornado, Fire or Flood prior to 4:00 p.m., Vendors will be refunded 50% of that day's (days') fee. If the cancellation occurs after 4:00 p.m., there will be no refund of any Vendor fees.

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. Heathcote cannot guarantee access to electricity. Heathcote will attempt to

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:**

10/\_\_/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 Addresses: