



Vendor Agreement

This Vendor Agreement (“Agreement”) is made on this ___ day of _____, 2026, 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 _____ during the hours of 10:00 A.M. to 4:00 P.M. on October 17th and 18th comprising the HBG Fall Garden Festival (“Event”). Vendors need to commit to being here both days.
 - 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 \$300 for both Saturday October 17th and Sunday October 18th payable in one payment: Due within 3 business days of electronic invoice being sent.
 - ii. Option 2: If a returning vendor you may pay with check to be received by Heathcote Botanicals Gardens no later than 2 weeks prior to the event date.
 - 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 daily 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 October 14, 2026. This report can be a verbal conversation with vendor about success.
- v. If the vendor chooses to leave their food truck overnight 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.
- vi. The vendor shall promote their participation at the event and share information on their social media accounts.

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 unless otherwise stated by Heathcote Botanical Gardens but not otherwise; and (d) drive-up access to Vendor's assigned space prior to and after Event hours. NO ELECTRICITY provided.

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:

__ / __ /25

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: _____