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 _____

   b. during the hours of 4:30 P.M. to 9:00 P.M. on the twelve (12) nights comprising the HBG Garden of Lights to be held on Friday, Saturday and Sunday in the month of December 2026 and one Monday. No event on December 25th. "**Event**").
   Circle or X the dates you will attend:

Friday	Saturday	Sunday	Monday
December 4	December 5	December 6	
December 11	December 12	December 13	December 14
December 18	December 19	December 20	
	December 26	December 27	

   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 payment by credit card through electronic invoice due upon receiving. **(there is 3% processing fee)**; 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. This option is only available for advanced booking. Funds must arrive at least 2 weeks prior to scheduled dates, form must be emailed with notation that check payment is being mailed. Cash payment let us know so we may schedule a time.

      iii. Vendor fees are as follows: Food, Beverage and Dessert Trucks: $125 per night plus tax. If you commit to all 12 nights a 15% discount will be applied. If you do a three-day weekend, it is discounted to $325 for the weekend.)

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. Also, the size of food truck.

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 and be ready to sell items by 5:30pm each day.

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. Historically this has been a conversation with one of our Heathcote Representatives.

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 does not guarantee access to electricity.

3. Additional terms and conditions:

a. Heathcote does not provide any power or water hook up for the event.

b. There is no access to electricity for food trucks to use onsite.

c. Only one type of food truck will be permitted per night. (For example, is we already have a BBQ truck for a date we will not book another BBQ truck for the same date.) All bookings are on a first come first serve basis.

This Vendor Agreement please email completed form to info@heathcotebg.org.

_____ _____

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: _____

Truck size:_____

Contact Phone Number: _____

Emergency Contact Number if different than above: _____

Email Address: _____

Mailing Address: _____

Social Media Addresses: _____

Menu and pricing of items for the event: