

HUBFEST FOOD & BEVERAGE VENDOR AGREEMENT WAIVER & RELEASE OF LIABILITY

The undersigned Vendor and any of its representatives participating in the **HUBFEST 2019**, managed by the Area Development Partnership, Inc. (“ADP”), agree to comply with the terms and conditions set forth in this Vendor Agreement. In consideration of these premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Vendor agrees as follows:

- 1) **Vendor Defined:** The term “Vendor” means the person or company applying to be a vendor at the above-referenced Event and each of its officers, directors, shareholders, members, employees, contractors, agents, representatives, and/or invitees, as applicable.
- 2) **Reservation on Acceptance:** The ADP reserves the right to accept or reject any application to participate in the Event as a Vendor based on the uniqueness and/or quality of the product or services offered, space availability, attractiveness and/or appropriateness of space and/or booth, and references from other events.
- 3) **Beverage Sponsor:** **Coca-Cola is the official beverage sponsor for HUBFEST 2019. Approved HUBFEST 2019 Food & Beverage Vendors will receive information regarding order process for beverages. All beverage products must be purchased through the official sponsor. A price list and order form will be provided prior to the Event. ONLY ITEMS LISTED ON THE ORDER FORM ARE ALLOWED TO BE SOLD AT THE EVENT.**
- 4) **Compliance with Governmental Regulations:** Vendor must comply with all applicable federal, state, and local codes, ordinances, rules and regulations, including, but not limited to, fire, utility, public safety, health and building codes and regulations.
- 5) **Sales Tax:** Vendor agrees to collect and remit to ADP applicable sales tax from gross sales. Food & Beverage vendors will collect 9% sales tax. **Sales tax must be remitted to the ADP Information booth, or other designated area, no later than 5:30 p.m. the day of the event. Vendors who fail to collect and remit applicable sales tax will NOT be allowed to participate in future festivals/events. Vendors with no sales are still required to turn in their sales tax envelope and sales tax form indicating zero dollar booth sales. All sales tax submittals must be turned in to assigned location and NOT given to ANY staff member or volunteer.**
- 6) **Insurance and Property Damage:** Vendor is liable for any damage caused by Vendor or any of its Representatives to the Event venue or the property of other Event participants. The Vendor, at its own expense, is required to secure and maintain insurance as set forth herein throughout the duration of the Event. All such insurance shall be primary of any other valid and collectable insurance of Vendor and shall be written on an occurrence basis. The following insurance coverages are required:
 - a. Comprehensive General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined limit for bodily injury and property damage, with Area Development Partnership named as Additional Insured;
 - b. Automobile Liability Insurance Coverage in the statutory minimum amount;

- c. Insurance Coverage in the amount deemed sufficient by Vendor to protect his/its property against loss, damage, theft or injury of any nature and any claims arising from any activities conducted at the Event;
 - d. Worker's Compensation Insurance to the statutory limits; if applicable.
 - e. Vendor will provide the ADP with a Certificate of Insurance listing ADP as additional insured within 2 weeks of being accepted as a vendor. The ADP reserves the right to verify that such insurance coverages are still in effect at the time of the Event. (Links to Festival Insurance coverage can be found at www.hubfestms.com)
- 7) Indemnity and Release of Liability: Vendor waives any and all rights and claims to which self, and any heirs, executors, administrators, personal representatives, successors and assigns may now or hereinafter have against and do hereby fully release and discharge the Area Development Partnership, Inc. (ADP) and their respective members, directors, officers, employees, volunteers, representatives, and agents, all event sponsors, event volunteers and other officials associated with the Event (the "Released Parties") from any and all liability for any and all personal injury or illness, disability, death, property damage, theft, or other losses or damages of any kind resulting either directly or indirectly from Vendor's participation in this Event, whether or not caused by Vendor's negligence or the negligence of the Released Parties, and/or Vendor's non-compliance with or breach of this Agreement. Further, Vendor agrees to indemnify, defend and hold harmless the Released Parties from and against any claim or liability and any resulting loss, cost or damage for failure or alleged failure to obtain the required licenses or consents, or for infringements of copyright, patent, and/or unauthorized use of registered trademark or servicemark, or other violations of property or proprietary rights or the rights of privacy or publicity of any third party.

Vendor certifies to be in the proper physical condition to participate in this Event. Vendor also consents to receive emergency medical treatment that may be deemed advisable by medical technicians or physicians upon the occurrence of any injury, accident, and/or illness obtained during this Event.

Vendor understands and acknowledges that vendor may be photographed during the course of participating in this Event and hereby authorizes the use of Vendor's name and any such photographs, videotapes, or other record of participation in this Event for any legitimate purpose by the Area Development Partnership, the Event sponsors and associated individuals and entities.

This Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

- 8) Losses: Vendor further agrees that any loss sustained by Vendor as a result of participating in this Event shall be borne by Vendor.
- 9) Relationship: The Vendor is an independent operator, and through this agreement no agency, partnership, joint venture or employer/employee relationship is created with HUBFEST or the Area Development Partnership. The Vendor, its owners, employees, or

other agents shall not represent themselves as representatives of HUBFEST. Vendor shall not enter into any contract or other agreement which would cause HUBFEST or the Area Development Partnership to be liable in any way with any other party, including, but not limited to, manufacturers, Vendors, or other suppliers, etc. Vendor shall hold HUBFEST and the Area Development Partnership harmless from any cost or any other liability it may incur with the production and sale of merchandise.

- 10) Voluntary Participation: Vendor understands and acknowledges that participation in this Event is a voluntary undertaking and that assumes all risks associated with such participation.

HUBFEST makes no representation nor guarantees regarding actual festival attendance, nor makes any representation of potential financial success or failure.

Through submission of application materials and Vendor's signing of this Agreement, Vendor confirms to have read this Vendor Agreement Waiver and Release of Liability and certifies that Vendor fully understands its contents, including all policies, rules and regulations for participation in this Event, and the ramifications of Vendor's execution of same. Vendor further certifies that the Vendor and Vendor's property, equipment, and vehicles are properly insured for any and all losses incurred, and/or damages caused, by Vendor or any other party. Vendor hereby assumes complete responsibility for all risks associated with participation in HUBFEST 2019.

By signing below, Vendor agrees, that if selected to participate, Vendor and Vendor's representatives will adhere to the terms of this agreement and the HUBFEST 2019 Policies, Rules and Regulations document available at www.hubfestms.com.

Date

Vendor Business Name (Booth Name)

Vendor Representative (Printed)

Signature of Vendor Representative

If Vendor is under the age of 18, Parent or Guardian must authorize by signing below

Signature of Parent/Guardian

Date

*Return completed form via email to n.tillson@theadp.com or mail to:
ATTN: HUBFEST – ADP
One Convention Center Plaza , Hattiesburg, MS 39401