

FOOD VENDOR AGREEMENT

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This Food Vendor Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ORGANIZER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [ORGANIZER ADDRESS] ("**Organizer**"); and

[VENDOR LEGAL NAME], a [STATE] [ENTITY TYPE] (or individual) doing business as "[VENDOR DBA]" with its principal place of business at [VENDOR ADDRESS] ("**Vendor**").

Organizer and Vendor are each a "**Party**" and together the "**Parties**."

Recitals. Organizer is producing an event and wishes to permit Vendor to sell food and beverages to attendees, and Vendor wishes to vend at the event, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Event, Space, and Term

1.1 Event. This Agreement covers the following event (the "**Event**"): **Name:** [EVENT NAME]; **Location:** [EVENT ADDRESS]; **Date(s):** [EVENT DATE(S)]; **Vendor hours of operation:** [HOURS].

1.2 Vendor space. Organizer grants Vendor a license to occupy the vending space described as [BOOTH/SPACE NUMBER AND DIMENSIONS] (the "**Space**") solely for the purpose of operating Vendor's food concession. This Agreement grants a license to use the Space, not a lease or tenancy.

1.3 Set-up and breakdown. Vendor may access the Space for set-up beginning at [TIME] and will complete breakdown and vacate by [TIME]. Vendor will leave the Space clean and free of debris, grease, and equipment.

1.4 Term. This Agreement begins on the Effective Date and ends when Vendor has vacated the Space and the Parties have completed settlement, unless terminated earlier under Section 7.

2. Menu, Pricing, and Operations

2.1 Approved menu. Vendor will sell only the food and beverage items listed on the attached **Exhibit A** (the "**Menu**"). Adding or changing Menu items requires Organizer's prior written approval, which will not be unreasonably withheld.

2.2 Exclusivity. Organizer [grants / does not grant] Vendor exclusivity for [CATEGORY, e.g. tacos]. Except for any granted exclusivity, Organizer may permit other vendors to sell similar items.

2.3 Pricing. Vendor will price items reasonably and consistently with the prices submitted to Organizer. Vendor will clearly display prices to attendees.

2.4 Quality and supply. Vendor will maintain adequate inventory for expected attendance, serve food prepared and stored in a safe and sanitary manner, and operate continuously during the hours stated in Section 1.1.

2.5 Utilities and equipment. Organizer will provide [e.g. electrical hookup of [SPECS], water access, NONE]. Vendor is responsible for all other equipment, including generators, tents, tables, refrigeration, and fire-suppression equipment.

3. Fees and Payment

3.1 Vendor fee. Vendor will pay Organizer [a flat fee of [AMOUNT] / [PERCENT]% of gross sales / a flat fee of [AMOUNT] plus [PERCENT]% of gross sales over [THRESHOLD]] for participation in the Event.

3.2 Deposit. Vendor will pay a deposit of [AMOUNT] by [DATE] to reserve the Space. The balance of any flat fee is due [e.g. [NUMBER] days before the Event].

3.3 Sales reporting and settlement. Where the fee is sales-based, Vendor will report gross sales using [METHOD, e.g. point-of-sale records] and settle the percentage due within [NUMBER] days after the Event. Organizer may audit Vendor's sales records for the Event on reasonable notice.

3.4 Taxes. Vendor is responsible for collecting and remitting all applicable sales taxes on its sales and for all taxes on its income. Fees stated are exclusive of taxes.

4. Licenses, Permits, and Food Safety Compliance

4.1 Permits and licenses. Vendor will obtain and maintain, at its expense, all licenses, permits, and certifications required to operate, including any [health/food-handler permit, mobile-food-vendor license, fire permit, business license] required by applicable state and local authorities. Requirements vary by jurisdiction; Vendor is solely responsible for confirming and satisfying them.

4.2 Food safety. Vendor will comply with all applicable food-safety, sanitation, and labeling laws and regulations, maintain proper food temperatures, provide handwashing and sanitation per code, and disclose major allergens as required.

4.3 Inspections. Vendor will permit, and cooperate with, inspections by Organizer and by health, fire, and other authorities, and will promptly correct any deficiency identified.

4.4 Documentation. On request, Vendor will provide Organizer copies of its permits, licenses, food-handler certifications, and insurance certificates before the Event.

5. Insurance and Indemnification

5.1 Insurance. Vendor will maintain, at its expense, (a) commercial general liability insurance, including product liability, of at least [AMOUNT] per occurrence, and (b) any workers' compensation insurance required by law. Vendor will name Organizer as an additional insured and provide a certificate before the Event.

5.2 Indemnification. Vendor will indemnify, defend, and hold harmless Organizer and the venue from third-party claims arising from Vendor's food, products, acts, or omissions, including claims of foodborne illness, injury, or property damage, except to the extent caused by Organizer's negligence or willful misconduct.

5.3 Limitation of liability. Except for its indemnification obligations and its gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, or consequential damages, and Organizer's total liability will not exceed the fees paid by Vendor under this Agreement.

6. Vendor Conduct and Site Rules

6.1 Compliance with rules. Vendor will comply with Organizer's reasonable site rules, posted policies, and the venue's requirements, including rules on noise, signage, waste disposal, and operating hours.

6.2 **Waste and cleanliness.** Vendor will dispose of grease, gray water, and trash only in designated areas and in compliance with law, and will keep the Space and surrounding area clean during and after the Event.

6.3 **Conduct.** Vendor and its staff will act professionally and courteously, will not engage in unsafe or unlawful conduct, and will not sell prohibited items or items outside the approved Menu.

6.4 **Independent contractor.** Vendor is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship between the Parties, and Vendor controls the manner and means of its operations.

7. Termination and General Provisions

7.1 **Termination for cause.** Organizer may terminate this Agreement and remove Vendor from the Event immediately for any material breach, unsafe condition, failure to maintain required permits or insurance, or violation of law, without refund of fees paid.

7.2 **Cancellation of Event.** If the Event is canceled for reasons beyond Organizer's reasonable control (including weather or force majeure), Organizer will refund [the Vendor fee / the Vendor fee less non-recoverable costs / NONE] and neither Party will owe further amounts.

7.3 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

7.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

7.5 **Entire agreement; amendment.** This Agreement, together with Exhibit A, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

7.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

7.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ORGANIZER	VENDOR
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE OR N/A]
Date: _____	Date: _____
_____	_____

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