



## 2020 FOOD TRUCK VENDOR AGREEMENT

This Food Truck Contract Agreement (“Agreement”) is entered by and between 420 Distillate & Isolate Company, also known as Queen City 420 Hemp Fest and Food Truck Vendor (hereinafter “Vendor”).

**Payment of vendor space represents your signature and agreement to abide by all the terms & conditions of this document.**

WHEREAS, 420 D& I Company is hosting a Queen City 420 Hemp Festival on Saturday, April 18th, 2020, from 12:00 p.m. to 7:00 p.m. (hereinafter “Event”). 420 D&I Company desires to contract non-exclusively with Vendor to provide food truck services at the Event in accordance with this Agreement.

WHEREAS, Vendor operates a commercial food truck which it prepares and sales food (hereinafter “Food Truck”) and desires to offer its food truck services in accordance with this Agreement.

NOW THEREFORE, for good and sufficient consideration, the parties hereby agree as follows:

**1. Vendor Responsibilities.** As a Food Truck participant at the Event, the Vendor shall comply with and perform as follows:

a. Vendor shall be fully permitted and licensed to prepare, serve and sell food in the State of North Carolina, County of Mecklenburg, under all applicable laws, statutes and ordinances. Vendor shall provide to 420 D&I Company copies of all mobile food, business and health licenses. Vendor shall comply with all health and fire codes, permits and restrictions.

b. Vendor shall be responsible for the collection, reporting and payment of all North Carolina sales tax related to products sold at the Event.

c. Vendor shall have prominently posted for viewing for all customers and visitors at the Event all inspection grades for the Food Truck, along with the name, address and telephone number of the Food Truck owner, operator, permit holder or operating business.

d. Vendor shall provide the sample menu and prices as per Exhibit 1 for approval, which approval shall be the exclusive right of 420 D&I Company by April 10<sup>th</sup>, 2019 via email to Clarence Boston at [clarence.boston@hotmail.com](mailto:clarence.boston@hotmail.com). Vendor will only sell the approved food listed on Exhibit 1.

e. Vendor shall arrive at 420 D&I Company in sufficient time, set up in the space so assigned, be fully set up and ready to serve the food as listed, approved and at the prices listed on Exhibit 1 from its Food Truck by 11:00 a.m., on the date of the Event, and shall remain open serving food until 7:00 p.m.

g. Vendor shall provide logos/pictures for the Event promotions as soon as possible via email to [info@420hempfestclt.com](mailto:info@420hempfestclt.com)



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h. Vendor certifies by its signature below that the information provided by the Vendor, including its legal authority to conduct the food truck business, is true and accurate. Vendor further agrees to and shall follow all Terms and Conditions attached hereto and incorporated into this Agreement.

2. **420 D&I Company Responsibilities.** 420 D&I Company agrees to the following in staging the Event:

- a. Invite and actively promote this event online, radio broadcasting and utilize all local resources.
- b. 420 D&I Company shall promote the Vendor's name and logo on all Event and pre-Event promotions (social media, website, printed signage, and internal communications) provided Vendor complies with and provides logos/pictures as per Section 1(g) above.
- c. 420 D&I Company shall limit the number of food trucks at the Event to a maximum of fifteen (8) food trucks.

3. **Cancellation of Event.** 420 D&I Company reserves the unilateral right to cancel the Event due to adverse weather conditions. 420 D&I Company shall provide to Vendor any such decision on cancellation by 12:00 p.m., on Monday, April 6<sup>th</sup>, 2020. Further, if adverse weather affects the Event, 420 D&I Company may, at its discretion, terminate the Event prior to 8:00 p.m.

#### 4. **Insurance.**

- a. 420 D&I Company assumes no liability or responsibility for loss or damage to the Food Truck, its property, employees or guests.
- b. Each Food Truck must supply to 420 D&I Company at least one week prior to the Event an individual Property and Liability Insurance Certificate of Insurance. As part of its insurance requirements, Vendor shall also maintain and provide to 420 D&I Company Product Liability Insurance for the sale or distribution of any food products at the Event. Liability coverage should be in an amount no less than \$1,000,000.00.

5. **General Release.** The undersigned Vendor, individually and/or on behalf of the entity of the Vendor so named does hereby discharge, release, indemnify, hold harmless and agree to defend 420 D&I Company, its Board, officers, employees, principals, members, employees, representatives, agents, contractors and volunteers, from and against any and all damages, claims, losses, demands, costs, expenses (including attorney's fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the patrons, guests, visitors, other food trucks, or any other person or entity present at the Event may suffer or incur arising from Vendor's acts or the breach of any agreement, obligation, warranty or representation made herein, or for claims not related to 420 D&I Company's duties under this Agreement. Vendor shall assume and defend at Vendor's sole expense any



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and all suits or defenses of claims made against 420 D&I Company, related to the acts, omissions, or activities of every kind and nature at the Event, including but not limited to any claim directly or indirectly related to the preparation and consumption of any food, the operation of the Food Truck, or

any act for which the Vendor is involved at the Event. The foregoing indemnification of Vendor shall survive any termination or the expiration of the term of this Agreement.

**6. Deadline for Submission to Participate.** In order to be part of the Event, this Agreement shall be signed and returned to [clarence.boston@hotmail.com](mailto:clarence.boston@hotmail.com) no later than Wednesday, April 8<sup>th</sup> 2020. If you have any questions/concerns, please contact Clarence Boston 404-4496295 or [info@420hempfestclt.com](mailto:info@420hempfestclt.com)

### **TERMS AND CONDITIONS**

#### **Use of Event Space**

Vendor shall set up at the Event at the location designated by 420 D&I Company. Upon the conclusion of the Event, Vendor shall return its assigned space in the same condition as when it arrived.

#### **Health Inspections**

Prepared food vendors must provide 420 D&I Company with a copy of their mobile food license. Vendors are expected to follow all rules and regulations as set forth by the City of Charlotte, the Mecklenburg County Health Department and the State of North Carolina. All Vendors must comply with all City and County Health Inspectors and their agents.

#### **Security**

Vendor assumes all risk of loss or damage to its property, regardless of cause. Vendor may obtain insurance to insure its property. 420 D&I Company is not responsible for property that is lost, stolen or damaged.

#### **Safety**

Vendor shall maintain an approved fire extinguisher and first aid kit in the Food Truck at all times. Vendor shall ensure that grease and abrasives will not be disposed of on 420 D&I Company's property.

#### **Media Release**

By signing the Agreement and by participating in the Event, the Vendor, for itself and its staff, employees, contractors or agents, hereby give consent to all photographs, audio recordings, academic work and/or video recordings taken of the Vendor or any of its staff, employees, contractors or agents.



