



FUNKFEST 2012

MEMPHIS, TN

VENDOR AGREEMENT

VENDOR/CONTACT: _____

PHONE: _____

PRODUCT/SERVICE: _____

FEE: \$1500 food/ \$700 non
\$200 security deposit
for food vendors

- **CONTRACT.** This application, properly executed by Vendor shall upon acceptance constitute a valid and binding contract. Variety Entertainment Inc. ("VE") has sole discretion to reject any applicant for any reason whatsoever.
- **FEES.** The above-referenced vending fee and security deposit is due in full on or before **5/15/2012**. Said fee shall be in the form of cashier's check or money order and must be made payable to "Variety Entertainment Inc."
- **SET UP / BREAKDOWN.** Set up begins on Thursday afternoon June, 14th at 1:00 PM. VE personnel will direct you to your assigned booth upon arrival. All set up must be completed by noon on Friday June 15th. Any portable facility must be approved by the venue.
- **PROVISIONS.** VE will provide Vendor with (1) one 20 x 10 exhibit space for food and (1) one 10 X 10 for non-food, (2) water hook-up, and (5) Vendor passes, which must be worn by Vendor personnel at all times during the event. **If Vendor needs more passes it is a \$25 charge per extra pass up to a maximum of (3) passes total.** Vendor must provide any chairs, tables, extension cords, or other items needed. Vendor must provide proof of insurance with VE and City of Memphis listed as additional insured. Generators are allowed. All Vendors have to provide their own tent.
- **SELLING AND SECURITY.** All Vendors are responsible for the care and security of their property at all times. VE assumes no responsibility for Vendor's property or possessions. All Vendor booths must be fully staffed at all times during the event.
- **SPACE ASSIGNMENTS.** VE shall use reasonable efforts to locate the booth in an acceptable area. Notwithstanding the foregoing, VE reserves the right to change booth location assignments at anytime, as it may in its sole discretion deem necessary. **Booth spaces are assigned in the order that we receive the money from the vendors.**
- **TYPE OF GOODS SOLD / SERVICES OFFERED.** Vendor may not sell or offer for sale any goods or services not listed above and approved by VEP. **No beverages of any kind can be sold. If any goods are sold that have not been approved by VE you will be asked to shut down operations IMMEDIATELY!!!**
- **CANCELLATION OF EVENT.** Vendor understands and agrees that unless the event is cancelled by VE in its entirety, there shall be NO REFUNDS of the vending fee. The event may be held "rain or shine." VE shall not be liable for any loss or damage to Vendor which may be caused by or associated with any postponement or cancellation of the event.
- **VENDOR LIABILITY.** This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between VEP and Vendor. Vendor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies. Food Vendors expressly agree to assume all responsibility for compliance with any associated food handling and fire guidelines of local, state and federal governing bodies. Vendors understand that any requests made by the Department of Health, Fire Marshall or other governing body must be immediately corrected. VEP assumes no responsibility if booth is forced to close by any governing body including venue.



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DATE