



FOOD VENDOR AGREEMENT

It is agreed, the undersigned (hereafter known as VENDOR) will rent booth space at the Darlington Downtown Revitalization Association (DDRA) **Bringing Downtown Alive! Concert Series** at Liberty Lane, 116 Pearl St.

- Thursday, May 10
- Thursday, June 7
- Thursday, July 12
- Thursday, August 9
- Friday, August 31

VENDOR will utilize a designated space in the Downtown area of Darlington, SC, for the purpose of selling food to attendees of DDRA free concerts. **UNLESS OTHERWISE AGREED IN WRITING, NO BEVERAGES MAY BE SOLD, ONLY FOOD.**

The standard space shall be 10 feet wide and 6 feet deep. However, additional space may be utilized subject to the approval of the DDRA Director.

The DDRA Concert Committee limits the number of vendors and controls the specific categories. However, the VENDOR acknowledges the competitive spirit and accepts any and all other vendors as fair and equal competition. The DDRA Concert Committee reserves the right to locate or relocate vendor space as needed. **VENDOR agrees to locate at the area designated by the DDRA Concert Committee, without exception.**

VENDOR agrees to participate for the full duration of the DDRA event, which shall be **from 7 p.m. until 10 p.m.** It is understood that setup shall not begin before 1:00 p.m. the day of the event and all setup must be completed by 6:00 p.m. **Teardown may begin once the band has finished their final set and all vendors must be out of the area by 11:00 p.m.**

VENDOR will forfeit booth space not occupied by 5:00 p.m. In the event of forfeiture, no refund of money will be made and the DDRA Director reserves the right to substitute another vendor for that event and the balance of the concert series.

DDRA will provide one six-foot table. The VENDOR must provide other supplies they may need, unless otherwise agreed by the DDRA Director.

Electricity will be provided where available. Standard 120 volt / 20 amp electrical power will be provided where available. Vendors needing 220 volt or high amperage 120 volt power will need to coordinate their needs with the DDRA Director. Vendor is responsible for providing all needed extension cords.

In the event of inclement weather, the DDRA Concert Committee reserves the right to cancel the event. In the event of a total cancellation, a refund will be made to all VENDORS. If the event begins and is then called for inclement weather, no refunds will be given.

VENDORS must have or must obtain a City of Darlington Business License. Proof of same will be requested prior to setup. All VENDORS, if applicable, must meet South Carolina DHEC regulations. In the event that DHEC regulations are not met, no refund will be given.

Vendor initials _____

The VENDOR agrees to protect, save and keep the Darlington Downtown Revitalization Association, The DDRA Concert Committee, The City of Darlington, participating sponsors and their representatives, employees and agents forever harmless for any and all damages or charges imposed for violation of any law or ordinance, whether occasioned by the negligence of the VENDOR or the representatives, agents or employees of the VENDOR or those persons acting under the express or implied authority of the VENDOR. The VENDOR assumes complete responsibility and liability for all loss, damage, or destruction of his/her property, employees, agents and guests. The Darlington Downtown Revitalization Association, The DDRA Concert Committee, The City of Darlington, participating sponsors and their representatives, employees and agents will not be liable for any loss, damage, or destruction of VENDORS property by theft, fire, accident or any other cause. The VENDOR assumes full responsibility and liability for all injury to any and all persons or property or personal injury caused by the VENDOR or its agents, representatives or employees. The VENDOR will indemnify and hold harmless the Darlington Downtown Revitalization Association, The DDRA Concert Committee, The City of Darlington, participating sponsors and their representatives, employees and agents against any and all liability whatsoever arising from any damage to property or personal injury or loss caused by VENDOR, it's agents, representatives, employees or such other persons.

All matters and questions not covered by this agreement are subject to the decision of the DDRA Director and/or DDRA Concert Committee. The DDRA Director shall have the authority to promulgate, interpret and enforce all rules and regulations and to make any amendments necessary for the orderly conduct of the DDRA events.

The vendor agrees to accept DDRA food and beverage tickets as the ONLY form of payment for goods and services. Tickets will be sold by the DDRA Concert Committee or their designee. Reimbursement for tickets will be made in a timely manner within 10 days of each event. The Darlington Downtown Revitalization Association shall retain a vendor fee equal to **ten percent (10%)** of the tickets submitted for redemption

This agreement becomes binding upon execution by signature of the VENDOR and the DDRA Director and upon payment of the required fee.

Agreed to this _____ day of _____, 20_____.

Vendor Name (please print) _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Vendor Signature _____

Electricity needed? _____ If yes, voltage and amperage _____

Products to be sold:

Accepted by _____ Date _____
DDRA Director