



## Food Vendor Agreement

This agreement is by and between Food Truck Vendor and Fine Arts For Ocala (FAFO) for Ocala Arts Festival.

Vendor/Applicant Name

\_\_\_\_\_

Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone (Day) \_\_\_\_\_

Phone (Evening) \_\_\_\_\_

E-mail Address

\_\_\_\_\_

### Food Truck Vendor will:

- Pay a fee of **\$250.00** for the right to be one of only six exclusive food truck vendors at the Ocala Arts Festival the last week in October in Downtown Ocala.
- Provide a quality food product and a food truck that is staffed by clean, professional and courteous personnel.
- **ALL food vendors must provide Product Liability Insurance for sale or distribution of any products (i.e. food, beverages, etc.) at the event. Each vendor (an entity in the business of making a profit) must provide a certificate of insurance which provides for \$1,000,000 Products Liability Insurance and must name the FAFO as an Additional Insured.**
- Vendors must follow all rules set forth in the 'Guidelines for Temporary Events' produced by the DBPR Division of Hotels and Restaurants and are solely responsible for meeting all requirements. Inspectors will be on site to license and inspect vendors.

- Vendors who do not have an annual license through DBPR must apply for and purchase a temporary event license on site. *For a copy of their requirements & guidelines, contact the DBPR at 850.487.1395.*
- Vendors possessing a DBPR issued license to sell food in the state of Florida must bring their license to the event as proof for the DBPR inspector.
- Non-profit organizations are exempt from the DBPR temporary license requirement, but must be a registered non-profit organization 501(c)(3) and have proof of their non-profit status on file with FAFO and on site for inspection by the State at the event.
- Vendors must bring their driver's license as proof of identification.
- Agree to indemnify fully and hold harmless the City of Ocala and Fine Arts for Ocala, its officers, employees and agents against all damage claims, liabilities and causes of action of every kind and nature.
- Comply with all health and fire permits, where applicable, at own expense.
- Responsible for keeping food area attractive before, during and after the festival.
- Responsible for collecting and reporting all Florida sales tax.
- Insure that grease and abrasives will not be disposed of on event property except in designated garbage dumpsters.
- Insure food truck has prices, including sales tax, posted which will be **visible** to the public in signage that is professional in appearance and size.
- Insure that food truck will be staffed and open the entire length of the festival.
- Vendor and their employees shall use every measure to protect festival site from all damages. Vendor shall be responsible for damage caused by him or her to buildings and grounds.
- Vendor will remove all trash in immediate food area during set up and breakdown. Trash receptacles in food area **cannot** be used for discarding food, grease or other waste materials. Garbage dumpsters are provided for your use. No trash is allowed to be left in food area after breakdown.
- **Set up begins at 7:00 a.m. on Saturday. Food items needs to be available by 10:00 a.m.** Breakdown and removal of food truck must be completed immediately after festival.
- Plastic gloves shall be worn by all persons handling food. No contact with money shall be allowed by persons handling food.
- **Vendors are prohibited from selling any carbonated beverages at the event as the City of Ocala has exclusive rights to sell same.** Vendors who choose to sell water or sports drinks, must sell Coca-Cola water and sports drinks as the City of Ocala has an agreement that any beverages sold at City events must be by our beverage provider, Cola-Cola.
- In order to ensure a variety of food offerings, and reduce duplication, **VENDORS MAY SELL UP TO 10 MENU ITEMS AND NOT MORE.** Drinks will be considered a category rather than an item, so if you choose to sell drinks the whole variety of them will only count as one of your 10 menu items.

- Failure to meet requirements may lead to removal from the event and no refunds will be provided.
- All appropriate Fire Extinguisher equipment must be on site at your booth the entire time period of event.
- Payment of \$250.00 is due upon signing of this agreement. Make check payable to FAFO. All fees are non-refundable. (*alternative payment schedule may be requested by food vendor*)
- No rain/weather refunds will be granted.
- Agreement with payment must be received by the First week in October

## **POWER**

- Vendors are limited to one 110/20 outlet or one 110/30 RV outlet regardless of space size. A limited number of 110/30 RV outlets are available upon request and as approved by the City of Ocala only. Vendors using 30 amps must bring a 30 amp RV adaptor to the event. Failure to bring an adaptor will cause you to be without electric service and unable to participate in the event. 220 volt outlets are not available and cannot be split off to two 110 outlets.
- If pulling more electric than allowed, you will be instructed to minimize your food service to the point at which you meet the electrical load allowed. If the problem cannot be addressed before the scheduled set-up completion time, you will be asked to disconnect and remove your display from the site and no refunds will be provided.
- Vendors must provide their own electrical cords and must ensure that these chords are no shorter than 100 foot in total length (1 - 100' chord or 2 - 50' chords), adequately rated (12 gauge for 20 amp outlet/10 gauge for 30 amp outlet) and UL approved for outdoor use. Frayed, spliced or damaged cords will not be allowed. Vendors are responsible for either taping or matting electrical cords. All such matting and/or taping is subject to inspection and approval by the City of Ocala/FAFO who may require changes as necessary to meet safety standards.
- Generators are highly discouraged at this event. Exceptions will be reviewed by the FAFO and only approved to the extent that power needs cannot otherwise be met and/or the FAFO determines that the advantages of allowing the generator power outweigh the disadvantages related to the use of the generator in terms of enhancing the event.

## **CHECK-IN, SET-UP AND BREAK-DOWN**

- All vendors must check in at the information tent.
- Vendors must limit themselves to one vehicle within the event site, unload the equipment/product and remove the vehicle prior to set-up.
- Exhibits must be open and staffed for the entire duration of the event.

## ADDITIONAL GUIDELINES

- Vendors may not sell items bearing the event name or likeness.
- Professional behavior and dress is required and will be determined at the sole discretion of FAFO.
- Small radios are allowed. Amplification equipment is NOT permitted.
- Vendors are **PROHIBITED FROM SMOKING WITHIN THE EVENT SITE.**
- Vendors are prohibited from having animals within the confines of the event, except for legitimate service animals as authorized by State Statute and ADA standards.
- “Pushing” sales to passing customers is prohibited.

## CANCELLATIONS

The arts festival will be held, rain or shine. If a vendor chooses not to participate in the event, the vendor permit fee is refundable, less a \$10 processing fee, provided the cancellation request is postmarked by the first week in August. No refunds will be issued after that date for any reason.

THE VENDOR CERTIFIES THAT THE INFORMATION ON THE VENDOR CONTRACT IS A CORRECT DEPICTION OF THE SERVICES AND PRODUCTS TO BE PROVIDED BY THE VENDOR AT THE EVENT. THE VENDOR UNDERSTANDS THAT FAILURE TO FOLLOW VENDOR PERMIT TERMS AS DESCRIBED AND STIPULATED HEREIN WILL RESULT IN INELIGIBILITY FOR THIS AND FUTURE EVENTS. THE VENDOR FURTHER AGREES TO ABIDE BY ALL TERMS OF THE VENDOR PERMIT FOR THIS EVENT AND TO HOLD HARMLESS AND INDEMNIFY THE CITY OF OCALA AGAINST ANY CLAIMS ARISING BY VIRTUE OF THEIR OCCUPANCY OF VENDOR SPACE AND PARTICIPATION IN THIS EVENT.

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Vendor Signature

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Date Signed

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Printed Vendor Name

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Vendor Business Name (please print)

Do you possess a license to sell food in the state of Florida? ☐Yes ☐No

Total fee enclosed or amount to be charged: \$\_\_\_\_\_

*(please contact us if you request alternate payment schedule)*

**Please indicate your payment type and complete the necessary fields:**

**A. Check #** \_\_\_\_\_

**B. Money Order or Cashier's Check #** \_\_\_\_\_

**C. Credit Card (Indicate one):**    ☐Visa   ☐MasterCard   ☐Discover   ☐American Express

**Credit Card #** \_\_\_\_\_

**EXP DATE:** \_\_\_\_/\_\_\_\_

**CVC Code:** \_\_\_\_\_

**Billing Address (Including City, State, Zip):**

\_\_\_\_\_

**Printed Name on Credit Card:** \_\_\_\_\_

**Billing Phone #:** \_\_\_\_\_

I agree to these terms and authorize this charge to my credit card listed above. I understand that a receipt will be mailed to the address listed above upon approval of charge.

**Card Holder**

**Signature:** \_\_\_\_\_

## GENERAL RELEASE

The undersigned, individually and/or on behalf of the Company/Organization does hereby discharge, release, indemnify and hold harmless Fine Arts for Ocala and the City of Ocala, its employees, agents and officers, and all other sponsoring organizations from any and all manner of actions, suit, damages or claims whatsoever arising from any loss or damage to the person or property of the undersigned and the undersigned's employees, volunteers, representatives or agents while in possession of Vendor space or participating in the Ocala Arts Festival.

I understand that my vendor fee shall not be refunded if all or part of the event is cancelled, including but not limited to inclement weather or acts of nature.

**I HAVE READ ALL THE RULES PERTAINING TO THIS CONTRACT AND AGREE TO ABIDE BY THEM.**

Signature of Vendor \_\_\_\_\_

Date \_\_\_\_\_

### VENDOR SPECIAL REQUESTS

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### FOR OFFICE USE ONLY

Postmark Date \_\_\_\_\_ Check #  
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**PLEASE CONTACT FAFO WITH ANY QUESTIONS AND RETURN COMPLETED CONTRACTS TO OUR OFFICE:**

Fine Arts for Ocala  
Office: 352-867-0355  
Email: [fafoocala@gmail.com](mailto:fafoocala@gmail.com)

Mailing Address:  
P.O. Box 6229, Ocala, FL 34478

**FOOD VENDORS: PROVIDE A DETAILED LIST OF ITEMS PROPOSED FOR SALE.**

\*Food vendors are limited to 10 items; you can utilize the remaining 4 spaces to enumerate additional food options in case one or more of your food items are denied. You must include the serving size (oz. per piece/serving) and price per serving for ALL items.

Item	Description	Serving Size	Price Per Item
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$