



2019 Event Vendor Concession Agreement

This is an agreement (the “Agreement”) by and between **Light Up Blue Ridge, Inc.**, a Georgia 501 (c)3 non-profit corporation (hereafter “**Host**”) and _____ (hereafter “**Vendor**” which, together with Host are referred to collectively as the “**Parties**”).

RECITALS

- A. Host is sponsoring an event known as **Blue Friday and Light Up Blue Ridge** to occur at Downtown Blue Ridge, Georgia beginning at 10:00 am on both **November 29th & 30th 2019** (the “**Event**”), and has the right to license concessions to vend at and during the Event;
- B. Vendor desires to vend _____ at and during said Event, and
- C. As a condition to being able to vend at the Event, Vendor shall, on or before 14 days prior to the Event: **(1)** deliver to Host a completed and properly executed copy of this Agreement; **(2)** a check in the amount of **\$50** for a City business license (permit) made payable to the “City of Blue Ridge;” and **(3)** a check in the amount of **\$50** as a Vendor Fee made payable to “Light Up Blue Ridge, Inc.”

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and payments set forth herein, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Vendor shall have access to the location agreed upon by the parties no less than 2 hours before the Event’s commencement to set up Vendor’s vending station, goods, and other things necessary and reasonable for vending at the location.
2. Vendor shall not vend any goods or services other than those described herein at and during the Event without the Host’s written consent.
3. Vendor’s vending station shall be no larger than **10 x 10** feet or taller than **10** feet; shall be clean and orderly; and shall comply with all applicable laws, ordinances, and regulations.
4. Vendor’s staff may announce the availability of the goods to be vended only while they are within the confines of the vendor’s location.
5. Ice is not provided by the Host and must be provided by the Vendor.
6. Vendor’s staff shall be clothed and groomed in clean, neat fashion and shall conduct themselves in an orderly fashion.

7. No loud music, noise or sound amplification devices shall be used by Vendor's staff at the location.
8. Vendor shall have access to the location for up to 2 hours after the Event's conclusion to dismantle and remove all things brought to the location by Vendor. Vendor shall leave the location clean of trash and in a broom clean condition as it was before Vendor occupied it.
9. Vendor shall **not** utilize any type of power strips attached to any power/electrical cords run from City provided power. Power is limited, so for everyone to have safe availability, this will be **strictly** enforced. **ONLY** necessary items should be plugged into the power adapters provided. No heaters will be attached to the power cords or outlets.
10. Vendor hereby confirms that its principals have received, read and will abide by the pamphlet entitled "Food Safety at Non-Profit Temporary Events" (available at www.GeorgiaEH.us).
11. By signing this agreement, Vendor indemnifies, holds harmless, and shall defend the Host, and all of its officers, employees, agents, and volunteers against any and all liability claims, cost of whatever kind and nature, for injury to or death of any person or persons and for loss and damage to any property (State, County or other) occurring in connection with or in any way related to or arising out of the occupancy, use of premises or providing of services and equipment at the Event. This indemnity shall include all costs of arbitration, mediation, or litigation including attorney's fees and expenses of litigation at the trial and appellate levels.

To evidence their agreement to the terms of this Agreement, the Parties, or their duly authorized representative, hereby affix their signatures:

HOST

VENDOR

 Frank X. Moore, Agent & 2019 Chairman
 of the Vendor Committee for
Light Up Blue Ridge, Inc.
 Address: P.O. Box 1181
 Blue Ridge, Georgia 30513
 Email Address: fmoore@fxm-law.com
 Phone No. (706) 946-1031

 Vendor, signature & date

 Vendor Name

 Address _____

 City, State, Zip _____

 Email Address: _____

 Phone No. _____

*Please make 1 check payable to **Light Up Blue Ridge, Inc.** and 1 check payable to **City of Blue Ridge** and mail to: Light Up Blue Ridge, P.O. Box 1181, Blue Ridge, Georgia 30513. If you already have a City of Blue Ridge Business License, you will not need to include a check for the \$50 fee to the City of Blue Ridge.