**Vendor Agreement**

This agreement (“this Agreement” or “Vendor Agreement”) is between ***Little Kitchen Creations by Wendy LLC*** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Vendor”) and is effective for the dates listed hereinand is an event vendor agreement. This Agreement will be effective as soon as Vendor registers and both Parties have signed and executed the Agreement. The parties may be referred to individually herein as “Party” or collectively as “the Parties.”

1. **What you sell: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
2. **Right to Sell**. Little Kitchen Creations by Wendy grants to the Vendor, the right to sell, distribute,

display, or provide the items as listed above and covered under this Vendor Agreement.

1. **Booth Space and Equipment**. Vendor will provide its own tents with weights, tables, chairs, lights.
2. **Setup and Breakdown:** Vendors must arrive at the event no later than one (1) hour before opening time

ready to unload their vehicle, failure to do so may mean missing out on the event. Vendors must unload

the equipment and remove the vehicle after setup. Vendors have one hour after event time ends to be

packed up and off property.

1. **Costs, Fees, and Deposits**. The booth space dimensions 10 x 10. **$25 for the day non-refundable**.
2. **Payments**. The fee due by Vendor must be made in full **no less than five (5) days before** the event date

and may be made by check, cash, or **Venmo @thehappypig** as Friends and Family.

1. **Trunk or Treat Event Hours:** Vendor agrees to have the booth open for business for the entire time of

the event **Saturday 10/29/22 from 5 pm to 9 pm** and someone must be always present/manning

vendor booth throughout the day.

1. **Food Vendors Requirements & permits.** Vendor must make sure that Vendor has proper and valid

permits and licenses to serve event guest, including but not limited to health department permits, vendor

operating permits, and Food Managers Certification.

1. **Indemnity, Insurance, and Liability**. Vendor agrees to indemnify and hold **Little Kitchen Creations by Wendy LLC** and **the Levittown Angels** its producers, sponsors, and staff harmless from any claims or causes of action arising out of, or in any way connected with, the activities of the Vendor, or sale by the Vendor to the attendees of its products and/or services at **Little Kitchen Creations by Wendy LLC**. Exhibitor will indemnify and hold Event harmless from all costs, losses, damages, or expenses including any expense attorney’s fees resulting from any person or property arising out of any act or omission of Vendor or of his employees, agents, or other representatives. If requested, vendor will furnish Sponsor with evidence that Vendor has any required insurance or food license. Sponsor and its officers, employees, and agents will not be held responsible for any loss nor damage due to theft, fire, accident, or other cause but will use reasonable care to protect the Vendor from such loss. **Vendor must add** **Little Kitchen Creations by Wendy LLC 1924 Webster Street Merrick and Town of Hempstead 350 Front Street Hempstead NY as Additional Insured, to their insurance policy. A Copy of this must be submitted to be** **Little Kitchen Creations by Wendy LLC for the Event otherwise vendor will not be allowed to participate.**

**Additional Guidelines.**

* 1. Vendors are PROHIBITED FROM SMOKING WITHIN THE EVENT SITE.
  2. 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.
  3. NO FIREARMS PERMITTED.
  4. All Covid-19 regulations at time of event put forth by the County or State must be followed.

1. **Cancellation or Termination**. Vendor or Sponsor may terminate this Agreement at any time prior to the event with the understanding that should the Vendor terminate this Agreement **less than five (5) days before** the event date, all or a prorated portion of fees paid to the Sponsor will be forfeited by Vendor.
2. **Governing Law**. This Agreement will be governed by the laws of the State of New York. Any dispute, controversy, or claim arising out of this Agreement will be resolved through mutual negotiations between the Parties. If the relevant matter is not resolve by mutual negotiation, the Parties will resolve the matter by way of arbitration or mediation in any form of Alternative Dispute Resolution (ADR) non-judicial resolution.
3. **Severance.** If at any time any provision of this Agreement is determined to be, or becomes, invalid, illegal, or unenforceable in any respect under the laws of the governing jurisdiction or any other relevant jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement under the laws of the jurisdiction, nor the legality, validity or enforceability of such provisions under the laws of any jurisdiction will in any way be thereby affected or impaired.
4. **Entire and Binding Agreement.** This Agreement contains the entire understanding of the Parties and there are no commitments, agreements, or understandings between the Parties other than those expressly set forth herein. This agreement will not be altered, waived, modified, or amended except in writing signed by the Parties hereto and notarized.

THE SPONSOR AND VENDOR HEREBY STATE THAT EACH HAS READ this entirety of this Vendor Agreement. Questions may be answered by contacting Wendy Lantigua @ 516-448-5126 or by email foodtruckfridaypeople@gmail.com

IN WITNESS WHEREOF, the Parties have executed this Agreement. The Parties may execute in a different time or at separate locations and the Agreement will be enforceable as if signed in the same place and at the same location and at the same time.

***Checks can be made out to:*** ***Wendy Lantigua, please put in memo “Trunk or Treat 2022”***

***1924 Webster Street Merrick NY 11566 516-448-5126***

Print Vendor name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Levittown Angels Trunk or Treat 2022**

**10/29/22 5 pm to 9 pm Rain date 10/30/22 5 pm to 9 pm**

**Behind Unique Flea Market 3041 Hempstead Turnpike Levittown**