

BIG LICK ENTERTAINMENT VENDOR APPLICATION

Name: _____

Address: _____

Phone: _____

Facebook: _____

Email: _____

On Site Contact: _____

2. Describe Primary Promotion and/or Product:

3. Pricing of top items (if applicable):

4. Big Lick Entertainment Event Name(s) and Date(s): 5. Mobile Unit Dimensions*:

6. Power Requirements: Circle Yes or No

7. Is there additional information we should know about your operation:

Business/Client to provide all tent, table, preparation needs and staffing and adhere to all applicable health department, fire marshall, county/city and state regulations on food preparation and sale.

Vendor Fee: \$150.00

Payment(s) to be made to Feeding America Southwest Virginia by cash, check or money order. 50% non-refundable deposit due upon signing. Payment(s) to be made in full 7 days before event unless otherwise agreed upon.

Vendor to provide COI at least 7 business days prior to event with the following:

Big Lick Entertainment, Feeding America Southwest Virginia, it's partners, sponsors, employees and volunteers as additionally insured on Friday September 21st 2018 in relation the the Feeding America Southwest Virginia Food Truck Fest event on a primary and non contributory basis including a waiver of subrogation.

Legal:

1. **TERM.** Big Lick Entertainment to retain intellectual property of event. Big Lick Entertainment will retain all ownership, right, and title of event, it's name, logos, artwork, graphics and advertisements, event-related ideas and other related information (hereinafter the "Intellectual Property"). The agreement does not represent a "work made for hire" arrangement as that term is defined in 17 U.S. C. 101. Sponsor may not use the Intellectual Property in anyway without written consent of Big Lick Entertainment. Big Lick Entertainment reserves the right to refuse any photographs, recordings, electronic images or publicity material received or obtained by Sponsor in the course of the Event, for whatever use deemed proper by Big Lick Entertainment. Big Lick Entertainment has the rights to include photographic, video or other visual portrayals of the Company, its employees and the Event in any pictorial medium of any

nature whatsoever for the purpose of trade, advertising, sales, publicity and otherwise, without compensation to the Company.

2. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

3. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

4. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

5. **AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

6. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Virginia.

7. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

8. **ASSIGNMENT.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

9. **SIGNATORIES.** This Agreement shall be signed on behalf of Vendor by:

Vendor Signature & Date: _____

Big Lick Entertainment Signature & Date: _____

Big Lick Entertainment
PO Box 3186 Roanoke, VA 24015 540.793.3354 JD@BigLickEntertainment.com