

HUBFEST FOOD & BEVERAGE VENDOR AGREEMENT INCLUDING
WAIVER &
RELEASE OF LIABILITY

The undersigned Vendor and any of its representatives participating in **HUBFEST 2026**, managed by the Area Development Partnership, Inc. (“ADP”), agree to comply with the terms and conditions set forth in this Vendor Agreement. In consideration of these premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Vendor agrees as follows:

- 1) **Vendor Defined:** The term “Vendor” means the person or company applying to be a vendor at HUBFEST and each of its officers, directors, shareholders, members, employees, contractors, agents, representatives, and/or invitees, as applicable.
- 2) **Reservation on Acceptance:** The ADP reserves the right to accept or reject any application to participate in HUBFEST as a Vendor based on the uniqueness and/or quality of the product or services offered, space availability, attractiveness and/or appropriateness of space and/or booth, and references from other events.
- 3) **Beverage Sponsor:** **Coca-Cola is the official beverage sponsor for HUBFEST 2026. Approved HUBFEST 2026 Food & Beverage Vendors will receive information regarding order process for beverages. All beverage products must be purchased through the official sponsor. A price list and order form will be provided prior to the Event. ONLY ITEMS LISTED ON THE ORDER FORM ARE ALLOWED TO BE SOLD AT THE EVENT.**
- 4) **Compliance with Governmental Regulations:** Vendor must comply with all applicable federal, state, and local codes, ordinances, rules and regulations, including, but not limited to, fire, utility, public safety, health and building codes and regulations.
- 5) **Sales Tax:** Vendor agrees to collect and remit to ADP applicable sales tax from gross sales. Food & Beverage vendors will collect 10% sales tax. **Sales tax must be remitted to the ADP Information booth, or other designated area, no later than 5:30 p.m. the day of the event. Vendors who fail to collect and remit applicable sales tax will be reported for collection and will NOT be allowed to participate in future festivals/events. Vendors with no sales are still required to turn in their sales tax envelope and sales tax form indicating zero dollar booth sales.**
- 6) **Insurance and Property Damage:** Vendor shall be liable for any damage to the Event venue or the property of other Event participants caused by Vendor or any of its Representatives. The Vendor, at its own expense, is required to secure and maintain insurance as set forth herein throughout the duration of HUBFEST. All such insurance shall be primary of any other valid and collectable insurance of Vendor and shall be written on an occurrence basis. The following insurance coverages are required:
 - a. Comprehensive General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined limit for bodily injury and property damage, with the Area Development Partnership, Inc., and HUBFEST named as Additional Insureds.
 - b. Automobile Liability Insurance Coverage in the statutory minimum amount;

- c. Insurance Coverage in the amount deemed sufficient by Vendor to protect Vendor's property against loss, damage, theft or injury of any nature and any claims arising from any activities conducted at the Event;
 - d. Worker's Compensation Insurance to the statutory limits; if applicable.
 - e. Vendor will provide the ADP with a Certificate of Insurance listing ADP and HUBFEST as additional insured within 2 weeks of being accepted as a vendor. The ADP reserves the right to verify that such insurance coverages are still in effect at the time of the Event. (Links to Festival Insurance coverage can be found at www.theadp.com/hubfest).
- 7) Indemnity and Release of Liability: Vendor waives any and all rights and claims to which Vendor, and any of Vendor's heirs, executors, administrators, personal representatives, members, employees, agents, successors and assigns may now or hereinafter have against ADP and Vendor does hereby fully release and discharge and agrees to indemnify, defend and hold harmless the Area Development Partnership, Inc. and its respective members, directors, officers, employees, volunteers, representatives, and agents, all event sponsors, event volunteers and other officials associated with HUBFEST (the "Released Parties") from any claims and all liability for any and all personal injury or illness, disability, death, property damage, theft, or other losses or damages of any kind resulting either directly or indirectly from Vendor's participation in this Event, whether or not caused by Vendor's negligence or the negligence of the Released Parties, and/or Vendor's non-compliance with or breach of this Agreement. Further, Vendor agrees to indemnify, defend and hold harmless the Released Parties from and against any claims, liabilities, damages or expenses and any resulting losses, costs or damages for failure or alleged failure to obtain the required licenses or consents, or for infringements of copyright, patent, and/or unauthorized use of registered trademarks or service marks, or other violations of property or proprietary rights or the rights of privacy or publicity of any third party.

Vendor certifies to be in the proper physical condition to participate in this Event. Vendor also consents to receive emergency medical treatment that may be deemed advisable by medical technicians or physicians upon the occurrence of any injury, accident, and/or illness occurring during HUBFEST.

Vendor understands and acknowledges that vendor may be photographed during the course of participating in HUBFEST and hereby authorizes the use of Vendor's name and any such photographs, videotapes, or other record of participation in this Event for any legitimate purpose by the ADP, the Event sponsors and associated individuals and entities.

This Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

- 8) Losses: Vendor further agrees that any loss sustained by Vendor as a result of participating in HUBFEST shall be borne by Vendor.

- 9) Relationship: The Vendor is an independent operator, and through this Agreement no agency, partnership, joint venture or employer/employee relationship is created with HUBFEST or the ADP. The Vendor, and Vendor's owners, employees, or other agents shall not represent themselves as representatives of HUBFEST or the ADP. Vendor shall not enter into any contract or other agreement which would cause HUBFEST or the ADP to be liable in any way with any other party, including, but not limited to, manufacturers, Vendors, or other suppliers, etc. Vendor shall hold HUBFEST and the ADP harmless from any cost or any other liability it may incur with the production and sale of merchandise.
- 10) Voluntary Participation: Vendor understands and acknowledges that participation in HUBFEST is a voluntary undertaking and that Vendor assumes all risks associated with such participation.