

Food Vendor Application Saturday - 11:00 AM until 4:00 PM October 21, 2023 – Rain or shine Brunswick Riverwalk at Belville – 580 River Road – Belville, NC

- 1. Permits: The Exhibitor agrees to obtain, at its own expense, all necessary health, food, fire or other permits and/or licenses required by Brunswick County North Carolina and the state of North Carolina. Failure to obtain the proper and required permits will act as a breach of this agreement in accordance with paragraph 5 below, Exhibitor agrees to have a representative at the site for inspection by the Department of Health and Fire Department prior to the operating hours of the show. This time is established by the agencies and will be provided to the Exhibitor at the time of application for the permit. Failure to comply with the inspection requirements may result in the denial of the permit, which in turn will as a breach of this contract as specified below. NOTE: PERMITS MUST BE OBTAINED 14 DAYS PRIOR TO THE SHOW.
- 2. <u>Exhibitor Menu:</u> The Exhibitor agrees to only sell those items listed on the menu below and approved in writing by the Chamber's show committee.
- **3.** <u>Insurance:</u> The Exhibitor agrees to obtain a current certificate of insurance for general liability coverage effective for the dates and location of the Chamber' event.
- **4.** <u>Liability:</u> The Exhibitor agrees to pay for any damage done it, its agents or employees to any personal or real property provided by or through the show.
- 5. <u>Breach:</u> The exhibitor agrees that all fees paid to the North Brunswick Chamber of Commerce are non-refundable, and that any failure on the Exhibitor's part to comply with this agreement, the rules and regulations of the North Brunswick Chamber of Commerce, or the Exhibitor Application shall be a breach of contract. In the event of breach by the Exhibitor, the NBCC can terminate this and all agreements and retain fees paid by the Exhibitor as liquidated damages for the Exhibitor's failure to comply. NBCC may also demand the Exhibitor's immediate removal of its property and vacate the space in which case the Exhibitor agrees to forfeit all payments to NBCC as liquidated damages.
- **6.** <u>Indemnification:</u> The Exhibitor agrees to indemnify the NBCC, the venue, any officer, director, employee, staff, volunteer and sponsor from any and all fees, costs, and expenses incurred by them in connection with any claim, lawsuit, or proceedings arising out of or in connection with any act or omission of the Exhibitor or its agents in connection with the Exhibitor's involvement with the North Brunswick Chamber of Commerce.

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Date:

Signature: