



## **WILMINGTON FOOD VENDOR AGREEMENT**

*189 w Green St, Middletown, DE 19709*

*September 20, 2025*

*Festival Hours: 3pm to 8pm*

*Approx. Vendor Set Up: 12:00pm*

### **EVENT INFORMATION**

Food Vendors will be provided one (1) twenty foot by ten foot (20' x 10') space on the festival grounds.

One space is one hundred dollars (\$100) Additional spaces (subject to approval and availability) will be one hundred dollars (\$100) each.

All Vendors **MUST HAVE** Board of Health Certification & any appropriate state licensing to sell food. You may be subject to inspection at any time.

Tents, tables, chairs, and electricity are **not** provided. **No open flames.**

**This is a RAIN or SHINE event. NO REFUNDS. NO EXCEPTIONS.**

**Once your application is received and approved, your completed vendor agreement and payment via Paypal/Credit Card will be due within 10 DAYS to secure your space.**

Payable on our website: [www.downtownmiddletownde.com](http://www.downtownmiddletownde.com)

Inquiries can be directed to: [kate@downtownmiddletownde.com](mailto:kate@downtownmiddletownde.com)

## VENDOR INFORMATION

COMPANY \_\_\_\_\_

PRODUCT / BUSINESS TYPE \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

NUMBER OF REQUESTED SPACES \_\_\_\_\_

WHICH SIDE OF YOUR VEHICLE DO YOU SERVE FROM? \_\_\_\_\_

DO YOU HAVE A QUIET GENERATOR? \_\_\_\_\_

WHAT IS THE TOTAL LENGTH OF YOUR ENTIRE RIG (INCLUDING TRAILER TONGUE)? \_\_\_\_\_

*\*If trailering your cart, you MUST unhitch and park your vehicle off-premises*

## GENERAL RULES AND REGULATIONS FOR THE EVENT

### LOAD IN

Load in will be between 12:00pm-2:00pm, you will receive specific instructions at least two weeks before the event.

### FOOD VENDOR ETIQUETTE

People knowledgeable of the items for sale must be present in vendor tents at all times during the Ladybug Festival. Children under the age of 16 will not be allowed to sell unless accompanied by an adult knowledgeable of the items for sale.

- All vendors will display their products in a clean and safe manner.
- At the close of the show, vendors will clean their immediate area and remove all boxes, packing materials, and trash.
- Vendors should operate their business in a professional manner at all times.
- All vendors will be responsible for the actions of their employees and/or agents.
- Possession of weapons / firearms, fireworks, gambling, use of alcohol or drugs, or disorderly conduct by a vendor or his/her employees will result in immediate removal from the event.

## **HOLD HARMLESS CLAUSE**

Vendor WILL FULLY INDEMNIFY AND HOLD HARMLESS EACH AND ALL OF MIDDLETOWN MAIN STREET, INC (MMS) AND THE TOWN OF MIDDLETOWN, its members, officers and directors from and against any and all claims by any person, damages, actions, liability, and expense in connection with loss of life, personal injury, and/or damage to or loss of use of property in any way arising from the occupancy or use by vendor of any part of the Ladybug Festival, or otherwise caused, in whole or in part, by any act or omission of vendor, its agents, contractors, employees or affiliates.

## **INSURANCE**

Vendor represents and warrants that it has general liability insurance coverage with general aggregate and per-occurrence limits of at least one million dollars (\$1.0 M USD), including bodily injury/property damage personal injury/advertising injury and damages to premises.

## **FORCE MAJEURE**

If the event is canceled due to fire, flood or any other calamity, or if by reason of strikes, lockouts or any other cause beyond the control of MMS, and MMS is unable to make the venue available for the event in accordance with this Agreement, then MMS shall not be liable to the Vendor for any incidental or consequential damages.

## **GOVERNING LAW**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware.

## **NOTICES**

Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

## **ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

## **MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

## **ASSIGNMENT OF RIGHTS**

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE / SHE HAS AUTHORITY TO BIND  
VENDOR TO THIS AGREEMENT**

VENDOR SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**EMAIL THIS SIGNED AGREEMENT TO: KATE@DOWNTOWNIDDLETOWNDE.COM**