

FOOD VENDOR AGREEMENT
2026 Earth Day Festival in Brunswick
Saturday, April 25, 2026

This Food Vendor Agreement (this “Agreement”) is entered into as of the date last signed below (the “Effective Date”) by and between:

Sustainable Practice, a Maine partnership, with a mailing address of P.O. Box 255, Brunswick, Maine 04011 (“SP”); and

_____ (“You”), a food vending business with a mailing address of _____.

SP and You are collectively referred to as the “Parties” and individually as a “Party.”

The Context

SP is presenting the 2026 Earth Day Festival in Brunswick (the “Festival”), a community event to celebrate Earth and explore ways to protect our environment, to be held on Saturday, April 25, 2026, from 10:00 a.m. to 3:00 p.m. at Harriet Beecher Stowe Elementary School, 44 McKeen Street, Brunswick, Maine (the “Venue”).

You operate a mobile food service business and desire to sell food and beverages to Festival attendees.

SP desires to have food available for Festival attendees and will promote Your participation in the Festival in exchange for Your attendance and food service at the Festival.

Our Agreement

In consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CONSIDERATION

The valuable consideration for this Agreement is as follows:

(a) SP’s Obligations. SP agrees to promote Your business and participation in the Festival through outreach efforts which may include the Festival website (www.EarthDayInBrunswick.com), social media, print materials, email communications, and other promotional channels.

(b) Your Obligations. You agree to attend the Festival and provide food service to Festival attendees for the full duration of the event, as further described in this Agreement.

(c) No Fee Arrangement. SP will not charge a booth fee, vending fee, or commission. You shall retain one hundred percent (100%) of all proceeds from Your food and beverage sales at the Festival.

2. EVENT DETAILS

(a) Date: Saturday, April 25, 2026

(b) Festival Hours: 10:00 a.m. to 3:00 p.m.

(c) Location: Harriet Beecher Stowe Elementary School, 44 McKeen Street, Brunswick, Maine 04011

(d) Rain or Shine: The Festival will be held rain or shine. You agree to attend and serve food regardless of weather conditions.

3. YOUR ARRIVAL AND DEPARTURE

(a) Arrival. You shall arrive at the Venue no later than 9:00 a.m. on the day of the Festival to allow adequate time for setup before the Festival opens at 10:00 a.m.

(b) Departure. You shall remain at the Venue and continue food service operations until the Festival concludes at 3:00 p.m. and shall not depart until receiving an all-clear notice from SP. You shall leave the Venue in the same condition as found.

(c) Placement. SP will designate the specific location for each food truck at the Venue. You agree to set up in the assigned location as directed by SP.

4. LICENSING AND PERMITS

(a) Town of Brunswick Food Service License. You must hold a valid food service license issued by the Town of Brunswick. Vendors who do not hold a current annual food service license from the Town of Brunswick must obtain a Temporary Food Service License (1–3 Day) from the Brunswick Town Clerk prior to the Festival. Information and applications are available at: <https://www.brunswickme.gov/764/Food-Service-Licenses>.

(b) State Certification. Both annual and temporary food service licenses require a copy of Your State of Maine Department of Health & Human Services Health Inspection Certificate, or State of Maine Department of Agriculture Certificate.

(c) Other Permits. You are solely responsible for obtaining all other licenses, permits, and approvals required by federal, state, or local law to operate a mobile food service at the Festival.

5. INSURANCE

(a) Coverage Required. You shall maintain, at Your sole expense, commercial general liability insurance with coverage limits sufficient to cover Your operations at the Festival.

(b) Additional Insured. You shall name Sustainable Practice as an additional insured on Your commercial general liability insurance policy for the date of the Festival.

(c) Proof of Insurance. You shall provide SP with a certificate of insurance evidencing the required coverage and naming Sustainable Practice as an additional insured no later than fourteen (14) calendar days prior to the Festival (by April 11, 2026). Failure to provide proof of insurance by the deadline may result in Your exclusion from the Festival.

6. YOUR RESPONSIBILITIES

(a) Food Safety. You shall comply with all applicable food safety laws, regulations, and health codes at all times during the Festival.

(b) Self-Sufficiency. You shall be fully self-contained and shall provide all equipment, supplies, power generation, water, and other resources necessary for Your operations. SP does not guarantee access to electricity, water, or any other utilities at the Venue.

(c) Waste Management. You shall be responsible for collecting, removing, and properly disposing of all waste, grease, wastewater, and refuse generated by Your operations. No grease, wastewater, or waste of any kind shall be disposed of on the Venue grounds.

(d) Environmental Stewardship. Consistent with the mission of the Festival, You are strongly encouraged to minimize single-use plastics, use compostable or recyclable serving materials where practicable, and demonstrate environmentally responsible practices.

7. INDEMNIFICATION

You shall indemnify, defend, and hold harmless SP, its partners, agents, employees, and volunteers from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to: (a) Your operations, products, or services at the Festival; (b) any breach of this Agreement by You; or (c) any negligent or wrongful act or omission of Yours or Your employees, agents, or representatives.

8. TERMINATION

(a) Termination for Convenience. Either Party may terminate this Agreement by providing written notice to the other Party at least fourteen (14) calendar days prior to the Festival.

(b) Termination for Cause. SP may terminate this Agreement immediately and exclude You from the Festival if Vendor fails to comply with any material term of this Agreement, including but not limited to the licensing, insurance, or arrival requirements.

9. LIMITATION OF LIABILITY

SP shall not be liable to You for any lost profits, lost sales, or consequential, incidental, or indirect damages of any kind arising from the Festival, including but not limited to low attendance, inclement weather, event cancellation due to force majeure, or any other cause beyond SP's reasonable control.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine, without regard to its conflict of laws principles. Any dispute arising under this Agreement shall be resolved by mediation, arbitration, or in the courts of Cumberland County, Maine.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, understandings, and agreements, whether oral or written. This Agreement may be amended only by a written instrument signed by both Parties.

12. NOTICES

All notices under this Agreement shall be in writing and shall be deemed given when delivered by hand, sent by email with confirmation of receipt, or sent by U.S. mail to the addresses set forth above or to such other address as a Party may designate in writing.

This is a review copy only. If this contract language is acceptable, we will send an electronic copy for signatures.