

Vendor Agreement, Waiver of Liability and Indemnity Agreement

This agreement is between **JUMP ON IT** and _____, hereinafter respectively called **JOI** and the **Vendor**.

- Retail Vendor \$65.00
- Food Truck Vendor (must show proof of permits) \$125.00
- Food Booth Vendor \$125.00 (must purchase additional food permit)
- Ice Product Vendor \$150.00

Business Name: _____

Operators Name: _____

Address: _____

Phone Number: _____

Type of product being served: _____

The agreement provides for _____ to be a vendor at Jump On It for purchased date for a total amount of _____ (paid in full as of _____).

Additionally, JOI has exclusivity to beverages and **no drinks are to be sold from vendor**, if this agreement is violated then vendor shall be escorted from premises and agreement is voided, with no refunds granted.

IN FURTHER CONSIDERATION WITH THIS AGREEMENT THE VENDOR HEREBY AGREES TO THE FOLLOWING:

1. THE VENDOR HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE JOI, City of Austin and Travis County, its directors, officers, employees, and agents (hereinafter referred to as “releasees”) from all liability to the vendor, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of the vendor, its employees, agents, or representatives, whether caused by the negligence of the releasees or otherwise while the vendor or its employees, clients, agents, or representatives are in, upon, or about the premises performing duties related to this agreement.
2. THE VENDOR HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising from the vendor's operations at the JOI premises regardless of whether such harm is caused by the sole or partial fault of the releasees.

THE VENDOR further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of *Texas*.

IT IS FURTHER MUTUALLY AGREED between the parties that: The vendor has read and voluntarily signs the vendor agreement and waiver of liability and indemnity agreement.

Signature: _____

Date: _____

VENDOR REQUIREMENTS:

___ Email: jumponitfestivities@gmail.com

___ Proof of permits or remit payment for food permits
\$98.00

___ Responsible Party Identification form from Health
Department

___ Submit logo for advertisements

___ Submit full menu

___ Set up before 2:30pm, if not set up by 3:00pm vendor forfeits
vending for the event.

___ I understand **No drinks are to be sold from vendor**, *if this
agreement is violated then vendor shall be escorted from premises
and agreement is voided, with no refunds granted.*

___ Vendor to provide a promo video, **Deadline is June 1st** for
marketing and promotional purposes. Promo videos can be
professionally shot and edited for a fee of \$125.00

___ Email jumponitfestivities@gmail.com a coupon promotion to
encourage people to buy from your booth, i.e. Buy One get One
Free, \$2.00 off, 20% off, etc.

___ Vendor may vend full menu, no exclusivity (No drinks!)