TERMS and CONDITIONS:

I.  HOA

The University of North Carolina at Wilmington (hereinafter “UNCW”) hosts a festival named Hooked on Arts (hereinafter “HOA”). HOA is an outdoor art fair assembled of art vendors as well as approximately 10 FOOD TRUCKs. Registration fee for FOOD TRUCKS to participate is $750. The registration fee is non-refundable.

II.  Date/Times

HOA shall be held on Saturday, July 14 and Sunday, July 15, 2018, 10am-6pm. This is a rain or shine event (subject to cancellation due to safety) and will not be rescheduled due to weather.

Load-in for FOOD TRUCKs will begin on Saturday, July 14, 2018, at 8am. All vehicles must be removed from the premises by Sunday, July 15, 2018 at, 8pm. Any property left after that time will be considered abandoned. Abandoned property will be determined property of UNCW for its discretionary purposes.

UNCW reserves the right to adjust this schedule if necessary.

III.  Shipping and Delivery Arrangements

The FOOD TRUCK shall be responsible for all arrangements and costs associated with transporting, delivering and removing vehicles from HOA. UNCW will not be responsible for loss or damage during shipment to or from HOA.

IV.  Condition of Participation

FOOD TRUCK may be instructed to move if it presents a hazard to the public. If FOOD TRUCK refuses to do so, the vehicle may be removed from the premises by UNCW.

V.  Display of HOA

A.  UNCW shall assign the location of each FOOD TRUCK’s area within the following facilities: UNCW’s Kenan Lawn, between Kenan Auditorium and the parking lot adjacent to Alderman Hall. FOOD TRUCKs must provide their own power, tables, tents, signage, and other materials as needed. FOOD TRUCK may not play music.

B.  UNCW will make every reasonable effort to accommodate the wishes of the FOOD
TRUCK concerning the location of vehicles. However, UNCW reserves the right to review and amend as deemed necessary any and all installation plans.

C. UNCW will provide a limited number of security personnel during HOA, and it will be the duty of the FOOD TRUCK to monitor and secure their assigned area. It is not recommended that FOOD TRUCK leave any materials or equipment overnight between July 14 and July 15 as UNCW will not be providing evening security and thus will not be liable for materials, tents, or other items on display from the FOOD TRUCK.

D. No products or services sold or advertised may contain any reference, visual or auditory, to alcohol, marijuana, illicit drugs, or other addictive substances due to the nature of the event.

VI. Sales

In HOA, the FOOD TRUCK will receive 100% of the sale price of any items sold as a result of its participation in the HOA. It is the responsibility of the FOOD TRUCK to process their food sales and be responsible for any taxes. FOOD TRUCK shall indemnify and hold harmless UNCW, its officers, its agents, its employees, and its volunteers from all claims or lawsuits related to their sales.

VII. Donations

UNCW will retain the full amount of all donations received from each visitor and/or sponsor.

VIII. Photographs

In recognition of UNCW’s right to take and utilize photographs of activities occurring on its campus for its educational and promotional uses, FOOD TRUCK hereby expressly grants to UNCW a non-exclusive, royalty-free license to take and use video and photographs of the HOA and activities associated with or arising from this Agreement, on behalf of UNCW, solely for its educational and promotional activities.

IX. Permitting and Insurance

FOOD TRUCK attests that it complies with 15A NCAC 18A .2600 and any applicable county permitting processes. UNCW’s department of Environmental Health and Safety may perform an inspection of the FOOD TRUCK during HOA. FOOD TRUCK also attests that it carries insurance as follows:
X. Use of Names

FOOD TRUCK may not use UNCW’s names or marks, or imply UNCW support, without express written permission from an authorized UNCW official. FOOD TRUCK may use UNCW’s name to identify the location of HOA.

XI. Compliance

FOOD TRUCK agrees to follow all UNCW policies. FOOD TRUCK agrees that if it does not follow state law, county or city regulation, UNCW policy, or the terms and conditions stated herein, UNCW may revoke its right to participation and require FOOD TRUCK to leave.

XII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, which shall also be the forum for any lawsuits arising under this Agreement.

XIII. Force Majeure

In the event that the performance of the obligations under this Agreement is prevented by reason of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages sustained and have no further recourse against the other party. Force Majeure shall mean fire, earthquake, hurricane, flood, act of God, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the parties.

XIV. No Assignment
This agreement is personal and the FOOD TRUCK shall not assign this agreement nor allow any other person, group or entity to use the facilities during the scheduled time(s) without the prior written consent of UNCW.

XV. Relationship of the Parties

For purposes of this agreement, no joint venture, employee relationship, or partnership exists between UNCW and FOOD TRUCK.

XVI. Severability

The terms of this agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

XVII. Indemnity and Hold Harmless

FOOD TRUCK shall indemnify and hold harmless UNCW, its officers, its agents, its employees, and its volunteers from all loss, costs, and expenses arising out of any liability, claim of liability, for injury or damages to persons or property sustained by reason of the use or occupancy of the premises. The FOOD TRUCK shall pay for any and all damages to the property of UNCW or loss or theft of such property. FOOD TRUCK is responsible for the acts of its volunteers, employees and agents in its exhibition.

XVIII. Entire Agreement

This contract represents the entire agreement between the parties. Any additional modifications may be added only by the mutual agreement of the parties and signed by their authorized representatives. Without confirming my registration payment and thus confirming my agreement with this contract, my participation in HOA is not authorized.

_____________________________________________________________
Risk Insurance Review                                                                 Date

_____________________________________________________________
EH&S Review                                                                                  Date

_____________________________________________________________
Auxiliary Services Review                                                               Date