

Terms & Conditions

FANTASTIC FOOD FESTIVAL – VENDOR TERMS & CONDITIONS

By submitting an application and/or completing payment, the vendor (“Vendor”) acknowledges, understands, and agrees to the following Terms & Conditions in full.

Approval & Participation

Submission of an application does not guarantee acceptance. Fantastic Food Festival, reserves the right to approve, deny, refuse, or remove any vendor at its sole discretion, at any time, with or without cause. Vendor placement, layout, location, and category assignments are determined by Fantastic Food Festival and are final. Approval does not guarantee a specific location, layout preference, or category exclusivity.

Application Payment Authorization & Non-Refundability

Vendors must submit a valid method of payment with their application. Do not apply unless you are prepared to be charged.

Applications are reviewed based on festival availability and vendor category needs. Upon approval, the submitted method of payment will be automatically charged for the applicable vendor fee.

All approved charges are non-refundable. This includes, but is not limited to, cancellations or non-participation due to:

Staffing changes

Schedule conflicts

Illness or emergencies

Travel issues

Booking the incorrect event

Inability to attend all required event days

Failure to fulfill any obligation under this agreement

By submitting an application, Vendor expressly authorizes Fantastic Food Festival to charge the provided payment method upon approval and agrees that approval constitutes a binding commitment.

Approved Items

Vendors may sell only the items listed in and approved through their application. Unauthorized items, substitutions, additions, or changes are strictly prohibited and may result in immediate removal from the event without refund.

Pricing & Signage

All pricing must be clearly displayed using professionally printed signage. Handwritten signs are not permitted. Prices must be submitted for approval prior to the event if requested. Price gouging, inconsistent pricing, or failure to display pricing may result in immediate removal and permanent disqualification from future Fantastic Food Festival.

Alcohol & Prohibited Items

Alcohol sales are strictly prohibited. Vendors may not sell, sample, distribute, or display alcohol in any form.

The following items are also prohibited unless expressly approved in writing by Fantastic Food Festival:

CBD, THC, nicotine, or related products

Weapons or weapon accessories

Counterfeit or illegal goods

Violation of this section will result in immediate removal without refund and permanent ban.

Waste Management & Cleanup

Vendors must leave their assigned space in the same condition as it was upon arrival.

All trash and food waste must be disposed of in designated dumpsters

Cardboard must be fully broken down

No grease, oil, food residue, sauces, liquids, or wastewater may be dumped, rinsed, spilled, or poured onto the ground, pavement, grass, drains, or surrounding areas

Grease mats or containment trays are required for all food vendors.

Any spills or stains must be cleaned immediately using proper absorbents.

A Fantastic Food Festival staff member must inspect and sign off on each vendor space Saturday night prior to departure.

Failure to comply will result in:

Forfeiture of deposit

Additional remediation fees exceeding \$500, including venue charges, third-party cleanup costs, and documented damages

Deposits

A cash-only deposit is required at check-in:

\$100 – food trucks and tented food vendors

\$50 – artisans and crafters

Deposits are refundable only if the vendor:

Remains onsite for the full event

Properly cleans and restores their space

Complies with all rules and protocols

Early exit, no-shows, or rule violations will result in deposit forfeiture.

Load-In, Attendance & Early Exit

Vendors must arrive and set up during assigned load-in times. Late arrivals may be denied entry without refund.

Vendors must remain onsite for the entire event duration. Early exit will result in:

Loss of deposit

Loss of future booking eligibility

Possible permanent ban at Fantastic Food Festival' discretion

Vehicle Access

No vendor vehicles may enter or exit the event space until the crowd has fully cleared. This applies to all vendors, including food trucks and trailers. Early vehicle movement will result in deposit forfeiture and future booking consequences.

Power & Generators

Vendors supplying their own power must use quiet generators rated at 70 decibels or less. Unsafe, excessively loud, leaking, or improperly placed

generators are prohibited and may result in immediate removal without refund.

Fire Safety

All vendors must comply with applicable fire codes and safety requirements.

Fire extinguishers are required where applicable

Vendors frying food must have a Class K fire extinguisher onsite

Propane, cooking equipment, and tent setups must meet fire marshal standards

Non-compliance may result in immediate removal.

Fees, Taxes & Processing

Vendor invoices include the vendor fee, applicable sales tax, and processing fees. All fees are non-refundable unless the Fantastic Food Festival cancels the event. Partial refunds are not issued under any circumstances.

Weather, Rescheduling & Venue Changes

Events are rain or shine. Weather delays, layout changes, reschedules, or operational adjustments are not cancellations and are not grounds for refund.

Chargebacks

Vendors agree not to initiate chargebacks or payment disputes. Any chargeback will result in:

Permanent ban from all Foodees Fest events

Recovery of fees, collections, and legal costs to the fullest extent permitted by law

Licensing, Permits & Compliance

Vendors are solely responsible for obtaining and maintaining all required licenses, permits, inspections, and certifications. All documentation must be displayed onsite and provided upon request. Vendors must comply with all city, county, state, and federal regulations.

Insurance Requirement

Vendors must carry general liability insurance with a minimum of \$1,000,000 per occurrence and list Fantastic Food Festival as additionally insured. Venue names are not required but may be listed. Insurance may be purchased through Eventeny's insurance partner after approval.

Independent Contractors

Vendors are independent contractors. Nothing in this agreement creates an employment relationship, partnership, joint venture, or agency relationship between the Vendor and Fantastic Food Festival. Vendors are solely responsible for their employees, contractors, wages, taxes, insurance, and compliance with all laws.

Media Release

Vendors grant Fantastic Food Festival permission to use photos, video, and brand likeness captured at the event for marketing and promotional purposes. All media is the property of Fantastic Food Festival.

Liability

Vendors assume all risk related to their property, staff, and operations. Fantastic Food Festival are not responsible for lost, stolen, or damaged items.

Accessibility

Vendors must maintain accessible booth layouts and customer service practices in compliance with applicable accessibility laws.

Communication

Vendors consent to receive email and SMS communications related to the event. Opt-out instructions are provided with each message.

Accuracy of Information

Vendors certify that all information submitted is accurate and truthful. False or misleading information may result in immediate removal without refund.

Governing Law

This agreement is governed by the laws of the State of Alabama.

Agreement Acknowledgment

By submitting an application and/or completing payment, Vendor confirms that they have read, understand, and agree to all Terms & Conditions above.