

RULES AND REGULATIONS

THIS AGREEMENT ("Agreement") is entered into as of the last date of execution by and between **SAN GENNARO FEAST, INC.** ("Promoter") and **VENDOR** ("Vendor") whose full name, DBA, and address are set forth on the Front page of this Agreement, for the temporary rental of exhibition space ("Booth") for the event known as the Annual SAN GENNARO FEAST ("Event"), located at the Grand Canyon Shopping Center off Grand Canyon Dr. and West Flamingo Rd. West of the 215. Such Event shall run from September 15 through September 20, 2015. Both the FRONT and BACK side of the Agreement constitutes the ENTIRE CONTRACT/AGREEMENT between Promoter and Vendor. This Agreement shall be construed according to the laws of the State of Nevada, and supersedes any prior written and/or oral agreements between the Promoter and Vendor. Promoter makes no representations or covenants other than those expressly contained herein. Any further authorizations must be expressly obtained from the Promoter in writing. Vendor shall in no way be considered an agent or employee of Promoter. Vendor's signature on the Front side of this Agreement constitutes acceptance of both sides of the Agreement. ***VENDOR'S INITIALS _____**

PERMITTED USE: The operation of an independent retail booth selling/displaying ONLY the products or providing ONLY the services as described on the Front side of this Agreement. Vendor SHALL NOT HAVE AN EXCLUSIVE on this product or service without a separate agreement for such with Promoter. Vendor shall operate only under the BUSINESS NAME described on the Front side of this Agreement and exhibition is restricted to EMPLOYEES or REPRESENTATIVES of this named company. Vendor's product, booth set-up and display are subject at all times to PROMOTER'S APPROVAL and to all of the terms of this Agreement. ALL exhibits must be confined to within the allotted space/booth unless modified by the express written permission of Promoter. FAILURE TO COMPLY with any of Promoter's Rules and Regulations either contained herein or later provided to Vendor, either orally or in writing, shall be grounds for immediate TERMINATION of the Agreement with NO REFUND to Vendor. Vendor is responsible for safety and legality of its exhibit(s) and COMPLIES WITH ALL APPLICABLE LAWS & REGULATIONS & ASSUMES FULL RESPONSIBILITY IF ANY LAWS ARE BROKEN. ***VENDOR'S INITIALS _____**

NON-PERMITTED ITEMS AND RESTRICTIONS: There shall absolutely be **NO ALCOHOLIC BEVERAGES** of any kind displayed, sold or consumed by Vendor or Vendor's employees within the Booth or on Event premises unless specifically contracted within this Agreement. If Vendor violates this provision and refuses to follow this Agreement Vendor's Booth will be closed and Promoter will charge Vendor \$100.00 per hour for Promoter's Security to tear down and remove the Booth. **YOU MAY NOT BRING YOUR OWN SODA OR WATER PRODUCTS TO SELL OR GIVE AWAY.** Sponsor SODA and WATER BEVERAGES MAY be sold only with express written consent of Promoter and in compliance with exclusive Event beverage sponsor's contract. All soda and water will be supplied by a soda company and sold to Vendor by SAN GENNARO FEAST, INC. who will also sell ICE to all vendors. All obligations shall survive the expiration term of this Agreement. **LEMONADE MAY NOT BE SOLD.** NO VENDOR shall display, sell, or wear any items bearing offensive words or graphics, nor display such in their behavior during Event hours. VENDOR MAY NOT sell or display any items which imply or promote violent or criminal acts or which incorporate materials derived from killing an endangered species. Promoter has the right to decline, prohibit or expel any Vendor or exhibit which in Promoter's sole judgment is out of keeping with the character of the Event, in such case this Agreement would be canceled and the offending Vendor would not be entitled to any refund. NO EXCEPTIONS. All Booths must be manned at all times during show hours. UNMANNED BOOTHS REFLECT NEGATIVELY on the Event. ***VENDOR'S INITIALS _____**

PAYMENT: FULL PAYMENT due upon signing. 50% deposit acceptable with express permission of Promoter. Balance must be paid IN FULL by August 24, 2015 to avoid the \$100.00 late fee. Acceptable methods include personal/business check, (subject to immediate cashing), money order, cashiers check or cash (delivered in person, not mailed). Returned checks are subject to a \$30.00 service charge with NO EXCEPTIONS. ***VENDOR'S INITIALS _____**

SET-UP & REMOVAL: Set-up begins on Sunday, September 13, 2015 at 8:00 AM and must be completed by 12:00 PM on Tuesday, September 15, 2015, and ready for business. NO SET-UP AFTER 12:00 PM. NO EXCEPTIONS. The Event begins at 5:00 PM September 15, 2015. FIVE (5) hours prior to opening all Booths must be fully operational and all vehicles off the grounds. VENDOR FURTHER AGREES that dismantling will not begin until 11:30 PM Sunday, September 20, 2015 and will be completed by 6:00 PM on Monday, September 21, 2015. **All power should be turned on 24 hours approximately before Sept. 9 and will be turned off at 8:00 AM on Monday morning September 20, 2015.** Vendor is required to give Promoter a \$50.00 (CASH ONLY) cleaning fee deposit at time of Check-In. Vendor shall surrender premises in broom-clean condition satisfactory to Promoter, otherwise the \$50.00 cleaning fee deposit will NOT be returned to Vendor by Promoter. ANY EQUIPMENT, PRODUCT OR PROPERTY LEFT IN A VENDOR'S BOOTH AFTER 6:00 PM ON September 21, 2015 SHALL BE DEEMED ABANDONED AND SHALL BECOME THE PROPERTY OF PROMOTER. Do to us to clean and be off of the property. NO EXCEPTIONS. ***VENDOR'S INITIALS _____**

PERMITS & INSURANCE: The required local business license will be provided and paid for by Vendor. Promoter will provide a one time sales tax form or Vendor may submit to Promoter a copy of Vendor's sales tax I.D. number in advance. All Vendors MUST have a \$1,000,000.00 liability INSURANCE policy covering the duration of the Event from set-up to final cleanup. It is also recommended that Vendors carry Property Damage insurance for protection from fire, theft, food poisoning, loss, damage or accidental injury, inventory fixtures, etc. resulting from any cause whatsoever (Including Acts of God). Vendor is further expected to comply with Nevada State statutes regarding employer's liability and worker's compensation insurance where applicable. **Vendor must provide a certificate of insurance naming: SAN GENNARO FEAST, INC., Grand Flamingo Capital MTG LLC, including their parents, affiliates and subsidiaries, and their respective agents, officers, members, directors, employees, successors and assigns, as additional insureds.** FOOD SELLERS are required to hold a HEALTH PERMIT prior to seven (7) days in advance of the event from the Southern Nevada Health District located at 330 S. Valley View Blvd. Las Vegas, NV 89127. Phone 702-759-0588 & Fax 702-759-1425. **Health Permits obtained less than seven days ahead of event will incur a late fee.** The Fire Department requires a portable fire extinguisher with a minimum rating of 40B in every food booth, If your frying anything in grease you will need a silver K2 fire extinguisher. As well as a fire retardant tent. All Booths are subject to inspection starting on opening day at 12:00 PM by Health and Fire officials so be ready. All Vendors are required to obtain the necessary insurance, licenses and extinguishers PRIOR TO OPENING. FAILURE TO COMPLY will PROHIBIT Vendor from opening and Vendor will NOT be entitled to any refund, offset or compensation whatsoever. ***VENDOR'S INITIALS _____**

LIABILITY: Vendor agrees to INDEMNIFY AND HOLD HARMLESS Promoter, any co-sponsors, co-promoters or any of Promoters representatives or employees for any personal injury or property damages, liabilities, losses, attorney's fees or costs resulting from any cause whatsoever, regardless of fault, including any claims resulting from unauthorized or criminal acts of any third party. Additionally, vendor agrees to pay any and all of **SAN GENNARO FEAST, INC.** fees and costs as well as **SAN GENNARO FEAST, INC.** attorney fees and costs in the event of a dispute. ***VENDOR'S INITIALS _____**

SUBLETTING & ASSIGNMENT: VENDOR SHALL NOT assign, sublease, apportion, mortgage, pledge or in any way transfer in whole or in part this Agreement or any part of the Booth there under without the express written permission of Promoter. PROMOTER MAY assign this Agreement if Vendor does not show up by the end of the set-up time. Worker passes are likewise non-transferable and are subject to \$9.00 fee per worker over the 4 free passes provided. ***VENDOR'S INITIALS _____**

PROMOTER RESERVES THE ABSOLUTE RIGHT TO MAKE ANY CHANGES necessary in Promoter's sole judgment for the benefit of the Event, including changes in size, location or duration of the Event. Promoter reserves the right to settle any dispute between Vendors, to interpret the terms of this Agreement, and to recover reasonable ATTORNEY'S FEES AND PROMOTER FEES in connection with any dispute arising under this Agreement. The waiver by Promoter of any breach of this Agreement or of any full or partial condition for performance hereunder shall not operate or be construed to be a waiver of any subsequent breach or condition. ***VENDOR'S INITIALS _____**

*****If any term, covenant or condition of this agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. VENDOR'S INITIALS _____**