

SOCIETY OF SAN GENNARO FEAST

Support Your
Italian Heritage



"A Love Affair with Italy"



ANTHONY PALMISANO, PRESIDENT

Proudly Presents

SAN GENNARO FEAST

*Located at The Esplanade Mall
1401 W. Esplanade Ave. Kenner, LA 70065*

MARCH 22 through 25, 2018

PREMIUM VENDORS CONTRACT AND AGREEMENT

Business Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____ State: _____

Zip: _____ Phone: _____ Fax: _____ E-mail: _____

Describe all items you wish to sell / display: _____

Driver's License, I.D. Card or Social Security Number: _____

<u>Booth Size, Power and Tent Rental</u>	<u>Entry Fee</u>	<u>Desired Location</u>
___ 10' frontage x 10' depth:	\$ 1400.00	Booth Location: _____
___ 10' frontage x 10' depth corner	\$ 1600.00	
___ 20' frontage x 10' depth:	\$ 2800.00	
___ Tent with light fixture for each 10x10	\$ 150.00	Total Booth Cost: _____
___ Insurance (\$1 million liability):	MANDATORY	
___ Side walls \$15.00 per 10-ft. side	\$ _____	Deposit: _____
___ Additional Power (20 amps Plug)	\$ 200.00	
___ Additional Power (220-30 or 50 amps)	\$ 250.00	
___ Cleaning Fee Deposit (<u>Cash Only Upon Check In</u>)	\$ 50.00	
Total of all fees: _____		Total Amount Due: \$ _____

Electricity needed (check one): 110v _____ AMPS _____ 220v _____ AMPS _____

Note: Exhibitor must provide a 50-foot extension cord, a tent and overhead light per booth space. Tents are available for rent and Vendors must comply with uniform tent requirements as determined SAN GENNARO FEAST INC. There will be an extra charge for any additional electrical requirements, which exceed the 1500 watt outlet requirement. Additional space is \$140.00 per running foot. Each Vendor receives **Four (4) FREE** worker passes per booth. Additional passes are \$10.00 each. **Time's Thursday 4 to 10, Friday 4 to Midnight, Saturday 12 to Midnight and Sunday 12 to 9.**

Payment Deadline: March 12, 2018 /After this date its first come, first serve. Note: Contracts must be paid in full by this date. Late payments are subject to a \$100.00 late fee per 10 x 10 booth space payable in cash, money order or cashier's check. Payable to: SAN GENNARO FEAST INC., 1401 W. Esplanade Ave. Kenner, LA 70065. Office 504-577-1264 Anthony's Cell 702-286-4944 Website at www.sangennarofeast.com email: rfestivals@aol.com

***VENDOR APPLICANT ACKNOWLEDGES** having read and understood the terms and conditions of this Agreement as set forth on both the FRONT AND BACK SIDE of this document, and AGREES that if accepted as a Vendor at this Event, to abide by all terms, conditions and rules as set forth in this Agreement, as well as any new or additional rules which may be modified or later required by SAN GENNARO FEAST INC., or any of their designated representatives. This Agreement is NON-CANCELABLE, and deposits are NON-REFUNDABLE upon signing. Applicant is of the AGE OF MAJORITY and has the authority to execute this Agreement. Therefore, in consideration of mutual benefits and covenants hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree. Any and all monies deposited are non-refundable.

Applicant's Signature _____ Date _____

Accepted by San Gennaro Feast Inc. _____ Date _____

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 ESPLANADE MAL 1401 W. Esplanade Ave. Kenner, LA 70065. Such Event shall run from March 22 through March 25, 2018. 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 Florida, and supercedes 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 March 12, 2018 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 Monday, March 19 at 9:00 AM and must be completed by 12:00 PM on Thursday, March 22, 2018, and ready for business. NO SET-UP AFTER 12:00 PM. NO EXCEPTIONS. The Event begins at 4:00 PM March 22, 2018. FOUR (4) 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 10:30 PM Sunday, March 25, 2018 and will be completed by 6:00 PM on Monday, March 26, 2018. 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 March 26, 2018 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. 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 Florida State statutes regarding employer's liability and worker's compensation insurance where applicable. **Vendor must provide a certificate naming: San Gennaro Feast Inc., Showing as additional insureds: Aareal Bank AG, Aareal Immobilien Beteiligungen, GmbH, Pacific Retail Holdings, LLC, Pacific Manager GP, Inc., Aareal Holding Realty LP, Manager Realty LLC, Esplanade Realty LP, Esplanade Management LA, LLC including their parents, affiliates and subsidiaries, and their respective agents, officers, members, directors, employees, successors and assigns, as additional insureds.** 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 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 \$10.00 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** _____