



5th Annual
LITTLE ITALY FESTIVAL
CAPELLI SPORTS STADIUM
JUNE 16, 2018
LittleItalyROC.com

January 1, 2018

Dear Little Italy Festival Vendor:

The Little Italy Festival is delighted to share information about the exciting opportunity for your business to sell food or showcase merchandise at our inclusive neighborhood celebration, to be held on Saturday, June 16th. Our celebration is more than an Italian festival. We do our best to include food and entertainment that truly represents all of the cultures and ethnicities who live and work in Rochester's Little Italy Historic District area.

This year officially marks **150 years of Italian American history in the City of Rochester**, (1868 - 2018), and with that in mind, this year's festival will honor and celebrate this very special and momentous occasion.

Downtown Rochester's vibrant skyline, Capelli Sports Stadium, and the Little Italy Historic District, will provide the beautiful backdrop this year, at a very safe, fully enclosed, and family-friendly venue, for all to enjoy. This historic event will feature headline entertainment, great food, and family-oriented activities; plus a spectacular Fireworks Show at 10:30pm, with easy access to consumers and pedestrian traffic all day, for our vendors and merchants. Vendor spaces for this event are reserved on a *first to completely register basis only*.

The festival this year will be open from 11:00am to 11:00pm rain or shine. Please note that each vendor will be allowed a maximum of two guests, in addition to your designated staff, all of whom must be pre-identified on this application (in the space provided below) and in advance of the event. There are no exceptions.

Please be sure to complete and sign this application, and provide all required materials, along with your vendor fees (check or money orders only please), together as one single mailing, to the address indicated below, by no later than May 1, 2018. Once approved, vendors will receive a notification letter, which serves as your permit and final confirmation. Thank you and we look forward to welcoming you to the event of the summer!

Very truly yours,

Silvano D. Orsi, LL.M.
Chairman & President

VENDOR CHECKLIST:

- An Original and Signed Copy of this Vendor Application – Vendor Agreement Document 2018.
- Your Donation Check or Money Order made payable to: "Little Italy Festival of Rochester, NY".
- A Copy of Your Valid Monroe County Department of Health Operating Permit (For Food Vendors Only).
- A valid Insurance Certificate, naming all the following four parties as added insured parties on your policy: "City of Rochester, NY" and "Capelli Sports Stadium" both at 460 Oak Street, Rochester, NY 14608; and the "Little Italy Neighborhood Association, Inc." and "Little Italy Festival of Rochester, NY" both located at the following mailing address: 9 Bru Mar Drive, Rochester, NY 14606.
- A copy of your menu or brochures, with detailed item pricing, for all items you plan to sell or display.

LITTLE ITALY FESTIVAL 2018
VENDOR APPLICATION AND AGREEMENT
(Hereinafter referred to as "Agreement")

By and Between Vendor (name indicated below) and the Little Italy Festival of Rochester, NY.

Company Name (Vendor): _____

Contact Name: _____ Contact Title: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Tel: _____ Cell: _____

Fax: _____ Website: _____ Email: _____

Type of Food, Beverage or Merchandise to be exhibited or sold (attach your itemized menu or brochure please):

**Exact Wattage and Power Requirements:* _____

**Please attach a separate list of the employees and two guests you expect will attend and work at this event.*

** Please indicate the quantity and size of spaces you need below:*

____ **20' x 20' SPACE: \$350** (Food Tent); **\$250** (Food Truck); or **\$250** (Merchandise Sales or Marketing Booth)

____ **10' x 10' SPACE: \$250** (Food Tent); **\$200** (For Merchandise Sales or a Promotions/Marketing Booth only)

(Note: Vendor space pricing is not negotiable. Pricing may be higher or lower for certain foods or merchandise, or for special space requirements at organizer's sole discretion. Please contact organizers for more information.)

TOTAL: \$ _____

1. Vendors responsible for providing their own tables, chairs, equipment, tents and supplies, and for abiding by all city, county, state and federal laws and codes for this event and during set-up/tear-down times: Additionally, if products sold/exhibited by Vendors require a government permit, it is the sole responsibility of Vendor to provide a copy of said permit to festival organizers by U.S. Mail prior to August 4, 2017. For spaces requiring more room/unusual spacing, please contact festival organizers to discuss possible accommodations.

2. Space Reservation and Items Sold: Vendor spaces are reserved on a first-come, first to completely register basis, and on the date organizers receive a vendor's payment in full. Vendor spaces (and items allowed to be sold) are assigned and approved at the sole discretion of festival organizers and as more fully set forth herein.

3. Vendor Schedule: "Event Day" is Saturday June 16, 2018, from 11am to 11pm. Vendors are expected to be onsite and open the entire duration of the event day, no exceptions. Vendors must ensure their spaces are properly monitored at all times. Vendors accept sole responsibility for any losses or damages which they may occur in relation to this event and during any breaks taken during this event's operational hours. Vendor agrees to be set-up and ready for inspection, 30 minutes before opening time (10:30am) on event day. The festival site will be open at 7:00am on event day for vendor set-up. Contact organizers for more info or special access.

Vendor Initials: _____

4. Vendor Vehicles and Loading Vehicles: Vendor vehicles will not be permitted to load or unload during this festival's open hours. Areas for unloading/loading, and for parking, will be disclosed 30 days before event day.

5. Donations, Payments, Mailing Address, Refunds and Cancellation Policy: Advance payment of vendor space fees in full is required to duly register as a Vendor at this event. All donations/fees are non-refundable, unless further set out herein. All cancellation requests must be made in writing with minimum 30 days' notice.

Only checks or money orders accepted, and should be made payable to: "Little Italy Festival of Rochester, NY".

Please mail this completed Vendor Application-Agreement, along with all other required materials (as listed in the *Check List* found above on page 1), with your check or money order, to the following address:

LITTLE ITALY FESTIVAL
9 Bru Mar Drive
Rochester, NY 14606

Tel: (585) 478-9494
Fax: (585) 426-0186
Email: info@LittleItalyROC.om

6. Space Assignments: A vendor space consists of one or more 10' x 10' or 20' x 20' areas. Space assignments will be made only after vendor donations are received in full; and assignments will be made at the sole and absolute discretion of festival organizers, on the day of the event; and will be based on space requirements, weather, condition of facilities/grounds, and/or products to be sold/displayed, and considering the overall best interests of the event. All spaces and exhibit materials must remain within the dimensions of an assigned space. Obstruction of roadways, entry-ways, walkways or general views of the event or other vendors, not allowed.

7. Exhibit Operation: All vendor spaces must be open and staffed during festival open hours on both days. Vendors agree that Festival Organizers may relocate Vendors to another space, or totally remove Vendors from the event, if deemed necessary by Festival Organizers, either before or on any event day, and at any time.

8. Items and Products Sold and Distribution: No product bearing this festival's name, logo or any reference to such, or with any reference to Little Italy or this event's performers, cooks and entertainment, may be sold or distributed at the event, without prior written permission from Festival Organizers. This event's organizers reserve the right to restrict, adjust pricing of, and/or prohibit the sale of, and/or display of, specific foods and items at this event, at their sole discretion. Vendors agree to comply, and agree to the above, by signing below.

9. Space and Site Management, Dismantling and Exclusivity: Should any Vendor's space remain unoccupied on opening day, or should any space be forfeited due to failure to make payment, this festival's organizers reserve the right to rent said space to another Vendor, or use said space in any manner they desire, at their sole discretion. Vendor shall be solely responsible, at his/her own expense, for installing, cleaning and dismantling its own vendor equipment and space at this event. Vendor shall repair any and all damage/losses caused, and return spaces and any used/borrowed items or equipment, in the same condition as received. All vendor waste must be removed by Midnight on event day. All spaces must be dismantled and cleaned-up at the conclusion of this event. Vendors further agree that they do not have exclusivity to sell or exhibit any item, food or product, unless agreed to in advance of this event, and in a prior authorized writing, signed by Festival Organizers, in a separate item and sales contract, known as an "Exclusivity Agreement" for this specific event.

PLEASE NOTE: Vendors may not sell, display or serve the following items (unless approved in advance and in writing by festival organizers): *Beer; wine; gnocchi; tripe; muffletta sandwiches; arancini; coffee; espresso; pizza; or anything with Nutella.* Vendor fee may increase if Vendor is approved to sell any of these items at this event, at the organizer's sole discretion. Vendors may call to inquire about any item they wish to sell.

Vendor Initials: _____

10. Fire, Safety and Health Regulations: Vendors agree to comply with all city, town, county, state and federal laws, ordinances, rules and regulations, including but in not limited to, all applicable law, codes and regulations relating to food preparation and service, identifying employees, volunteers and contractors, and for the sale of merchandise items; and all regulations set forth by the City of Rochester, Monroe County, NY State, relevant federal authorities and this festival organizers, which may cover (but are not limited to): fire, safety, health, security, property and all other matters. All exhibit equipment and materials will be located within vendor spaces, and protected by safety devices where necessary, at Vendor's sole risk and expense. Vendors shall take all necessary precautions and MUST have their own fire extinguishers and first aid kits available on site.

11. Sub-letting of Space: Vendor shall not assign, sublet or apportion their whole vendor space or any part of their vendor space assigned, or have representatives, equipment, items or any other materials on site in their space (or on another vendor's space), without written approval and consent from this festival's organizers.

12. Indemnification, Release, Insurance and Liability: Festival Organizers (hereinafter referred to as "FO") shall take reasonable precautions to safeguard Vendor's property during event open hours only. However, this event, FO, the stadium, stadium operators, their insurers, and any related entities or persons, will not be liable to Vendors, or to any other party, for any loss, damage, injury or death incurred by any party, on or off site and before, during or after this event; or for any negligence (unless gross negligence); or for any loss or damage to Vendor's property from theft, accident or any other cause. By initialing and signing below, Vendor specifically agrees to the above terms and conditions, and agrees to indemnify, protect, defend and hold harmless the Little Italy Festival, Little Italy Neighborhood Association, Inc., all stadium related parties named above, and their officers, directors, organizers, owners and insurers (*as well as any agents, representatives, volunteers, and employees, including all personnel, persons and entities related to the above said parties, and the City of Rochester, NY*). Vendor further agrees, by initialing and signing below, to hold all the above parties and related persons and entities, harmless and fully indemnified against any and all claims for losses, damages, costs, liens, judgments, penalties, legal actions, attorney and/or consultant fees, expenses, and any and all liabilities arising out of, involving and/or in connection with their involvement with this festival and the above-listed parties. Vendor expressly releases, by initialing and signing below, the aforementioned festival and parties, organizers, insurers and all related persons and entities from any and all claims, and renounces Vendor's rights to any such claims. Vendor also agrees to produce a *valid insurance certificate* before participating at this festival. Failure to do so accordingly, will result in Vendor being prohibited to participate at this event by Festival Organizers.

13. Inability to Perform, Cancellations, Modifications, Refunds and Entirety of this Agreement:

(i) If Festival Organizers ("FO") should elect not to, or be in any manner prevented from holding this festival, or if FO cannot permit occupancy of spaces, due to circumstances beyond FO control, including but not limited to, civil disobedience, inclement weather, debts, defamation, any interference by municipalities or other entities, persons, or authorities, acts of God, or any force majeure, FO may refund Vendor fees via check, within 1 year of this event. By initialing and signing below, Vendor agrees to the above and below terms, and agrees that FO shall have sole discretion on refunds, without liability or obligation. (ii) All parties to this Agreement further agree by signing and initialing below, that FO retain their right to modify or cancel this event, or Vendor's participation, at any time, in whole or in part, without notice, and without obligation. Furthermore, all parties to this agreement agree that FO retain their right to cancel/modify/remove/change any event detail, event participant, sponsor, vendor, menu item, emcee, beneficiary, guest and performer at any time, at the discretion of FO, without repercussion, responsibility or liability incurred by FO. (iii) If Vendor cancels before their application is approved, no refund shall be issued and parties shall have no further obligation to each other. (iv) The above parties further agree that this Agreement and document, constitutes the entire agreement, by and between the above-listed parties to this Agreement.

Vendor Initials: _____

14. Rules and Regulations, Firearms and Weapons: FO shall have full authority in the interpretation and enforcement of all rules, terms and conditions contained herein, and to make further rules as they consider necessary, for the proper conduct and production of this event. No firearms or weapons of any kind are permitted during this event or on the event grounds, on the dates and times that this event will be held.

15. Alcoholic Beverages, Bottles & Cans: No additional alcoholic beverages are permitted at the Little Italy Festival, or on festival grounds, unless purchased from a pre-designated Little Italy Festival bar area or Vendor.

16. Inclement Weather: In the event of inclement weather, this Agreement may be terminated by FO only, as indicated above in section 14. Vendor shall have no right to any refund or to terminate this Agreement based on inclement weather. In the event FO determine, in their absolute discretion, that the prevailing weather conditions either make, or are likely to make, continuation of this event impractical, FO shall have the sole right to terminate, postpone and/or modify this event and Agreement, as they deem necessary and appropriate.

17. No Guarantee of Results: The festival, stadium, operators and FO do not warrant or guarantee any particular attendance numbers at this event, nor do they guaranty any results from exhibiting, serving or selling Vendor's food, beverages, items or merchandise at this event. Vendors agree by signing and initialing below.

18. Business License and Taxes: A Business License requirement may be waived for the event day, however, Vendor is required to pay all applicable NY State & U.S. Federal Taxes owed, whether you collect them or not at this event (see all applicable NY State & U.S. Federal Tax Regulations). Vendor is responsible for calculating and paying taxes owed from participation at this festival event, and holds Little Italy Festival and FO, and all of its related directors, insurers, persons and entities, completely harmless and indemnified from any such claim/collection/calculation/payment/duty and obligation, and holds this event and FO harmless and indemnified from paying any taxes owed by Vendor to New York State and/or the U.S. Federal Government.

19. Governing Law: This Agreement shall be construed in and abide by the obligations of NY State Law. Any dispute shall be governed by NY Law and litigated in NY State as the legal forum applicable to this Agreement.

20. Intellectual Property Notice: Any unauthorized use, copy, or dissemination of this Vendor Application-Agreement, either in whole or in part, may be deemed an infringement of Copyright and Intellectual Property rights/laws, and shall be enforced to the fullest extent of the law by festival organizers and document author.

By completing, initialing and signing this agreement below, the undersigned Vendor agrees to exhibit, provide and/or sell their food items, merchandise and/or services at this festival, according to the above-specified terms and conditions; and accepts and agrees to be bound by this Agreement; and accepts and agrees that festival organizers (FO) may, at any time, revoke Vendor's permit, deny refunds, and/or revoke any approval to participate at this event at FO's sole discretion. Vendor further agrees and accepts that FO may prohibit and/or remove any party from the event grounds, at any time, at organizer's sole discretion, without any liability incurred or refund due to any party; and Vendor further agrees to abide by the aforementioned rules, regulations, terms and conditions, as specified herein; and swears that the information contained herein is true, accurate and acceptable, and that the signature below is Vendor's true and authorizing signature, under the pains and penalties of perjury.

Company Name: _____ Authorized Signature: _____

Vendor Name: _____ Title: _____ Date: _____

Address: _____ Tel: _____ Email: _____

Thank you for kind cooperation and participation!