



8th Annual
DE CECCO LITTLE ITALY FESTIVAL !
Ontario Beach Park – 50 Beach Ave.
Rochester, New York 14612
August 30th , 2025
LittleItalyROC.com

April 5, 2025

Dear Festival Vendor:

We are delighted to share this information about an exciting opportunity for your business to showcase its food or merchandise, at our annual Little Italy celebration, to be held on **Saturday, August 30th, 2025, from Noon to 9pm**, at the beautiful Ontario Beach Park. Our popular neighborhood celebration is inclusive of all cultures. *(Lawn chairs are welcome on the grass area in front of the gazebo.)*

We will be honoring **St. Anthony of Padua & the Santi Martiri of Celano** (patron saints of the city of Celano [AQ] in Abruzzi, Italy), at a special **Prayer Ceremony at 2:00 PM** on Saturday August 30th, 2025.

The lovely shores of Lake Ontario will provide a majestic backdrop to this year's event, at a safe and family-friendly park venue area, for all to enjoy. *(The Monroe County Sheriff's Office, RPD, NYS Police, and our private security will be on-site all day, to ensure a truly safe and enjoyable experience.)* The event will include top-notch headline entertainment, and it will be the first Italian festival to ever be held at Ontario Beach Park. For vendors and event sponsors, we feature easy access to consumers and pedestrian traffic all day, with a wide demographic of attendees. **Please note:** Vendor spaces reserved on a **first to completely register basis only**.

Please be sure to fully complete and sign this application/agreement, and provide all required materials listed below, including your payment (check or money order only please), by **no later than Monday, June 1st , 2025**. If approved, vendors will receive an email notification . Thank you and we look forward to welcoming you!

Very truly yours,

Silvano D. Orsi, LL.M.
President and Founder

VENDOR CHECKLIST OF ITEMS TO BE SENT TO US -- ALL IN ONE MAILING PLEASE!

- An Original and Signed Copy of this Vendor Application – (Vendor Agreement 2025). **Initial all pages!**
- Your Donation Check or Money Order made payable to: **"Marsica Holdings LLC."**
- A Copy of Your Valid Monroe County Department of Health Operating Permit (For Food Vendors Only).
- **A Valid Insurance Certificate**, naming **both** of the following parties, as an additional insured on your policy: **1) "County of Monroe – 39 W. Main St, Rochester, NY 14614"** and **2) "Marsica Holdings LLC" - 9 Bru Mar Drive, Rochester, NY 14606."**
- A copy of your proposed menu, with detailed item pricing, for all items you propose to sell or display.

LITTLE ITALY FESTIVAL 2025
VENDOR APPLICATION AND AGREEMENT

(Herein referred to as "Agreement")

By and Between Vendor (business indicated below) and Marsica Holdings LLC.

Company Name (Vendor): _____

Contact Name: _____ Contact Title: _____

Address: _____ City: _____

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

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

*** Please indicate exact power requirements:** _____

*** Please indicate the quantity and size of any vendor spaces that you may wish to apply for below:**

_____ **20' x 20' SPACE: \$650** (Food Vendors & Food Trucks/Trailers); or (**\$500** for a 20x20 Merch Sales Booth)

_____ **10' x 10' SPACE: \$450** (For Food Vendors); or (**\$350** for 10x 10 Merchandise/Marketing Booth)

(Note: Vendor space pricing is not negotiable. Pricing may be higher or lower for certain foods or merchandise, or for special space requirements at the organizer's 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 July 29, 2022. *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 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. Vendor agrees to remain on-site and fully operational for the entire festival.

3. Vendor Set Up Schedule: "Event Day" is Sat, 08/30/2025 from noon to 9pm. Vendors are expected to be onsite, fully operational and open to the public the entire duration of the event, no exceptions. Leaving early is not permitted. Vendors must ensure their spaces are always monitored. Vendors accept sole responsibility for any losses or damages which they may incur in relation to this event, and during any breaks taken during this event's open hours, and before and after the event. Vendor agrees to be set-up and ready for inspection by 11:00 am 08/30/2025. The festival site will be open Sat, 08/30/2025 for **set-up time**, starting at 8:00am, and tear down will start at 9:00pm on Sat 08/30/2025. Vendors must be fully offsite by 11pm Sat 08/30/2023, with their vendor space fully cleaned-up, and their trash dumped into the dumpster that will be on-site.

Vendor Initials: _____

4. Vendor Vehicles and Loading Vehicles: Vendor vehicles will not be permitted to load or unload during this event'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 fee in full is required to fully register as a Vendor at this event. All donations/fees are non-refundable. All cancellation requests must be made in writing, with a minimum of 90 days' notice. Only checks or money orders are accepted for vendor space fees, made payable please, to: "**Marsica Holdings LLC**".

Please mail this completed Vendor Application-Agreement, along with all other required materials and payment to:

**Little Italy Festival ROC
9 Bru Mar Drive - Rochester, NY 14606**

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 event 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 a assigned space. Obstruction of roadways, entryways, walkways, sound stage area, or general views of the event or other vendors, is not allowed.

7. Exhibit Operation: All vendor spaces must be open and staffed during event open hours on both days. Vendors agree that Event Organizers (hereinafter "EO") may relocate Vendors to other spaces, or totally remove Vendor from the event, if deemed necessary by EO, either before or during event, 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 EO. 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 and initialing below.

9. Space and Site Management, Dismantling and Exclusivity: Should any Vendor space remain unoccupied on opening day, or should any space be forfeited due to failure to make payment, this event's organizers reserve the right to rent said space to another Vendor, or use said space as desired, 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 in the same condition as received. All vendor waste must be removed by 11pm on Sat, 08/30/2023, by Vendor. Vendors further agree that they do not have exclusivity to sell any item, food or product, unless agreed to in advance of this event, in a prior authorized writing, signed by Festival organizer, in a separate contract, known as an "Exclusivity Agreement".

PLEASE NOTE: Vendors may not sell or serve the following items (unless approved in advance and in writing by event organizer): *Espresso, coffee, Italian sausage, hots, pasta with beans or any sauce, cannoli, doughnuts, or cookies.*

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's 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 should take all necessary precautions and MUST have their own fire extinguishers, hand-wash stations, and first aid kits available on site for the entire event.

Vendor Initials: _____

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 event's organizers.

12. Indemnification, Release, Insurance and Liability: Event Organizers (hereinafter referred to as "EO") shall take reasonable precautions to safeguard Vendor's property during event open hours only. However, this event, the EO, its operators and their insurers, and any related entities or persons, will not be liable to Vendors, nor to any other party, for any loss, damage, injury, incident 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 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 Silvano D. Orsi, Marsica Holdings, LLC, the Little Italy Festival, the City of Rochester, Event Organizers, the Little Italy Association of Rochester, Inc., and all related parties and entities, and their officers, directors, owners and insurers *(as well as any agents, representatives, volunteers, and employees, including all personnel, persons and entities related to the above said parties)*. Vendor further agrees, by initialing and signing below, to hold all of 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 or consultant fees, any expenses, and any and all liabilities arising out of, involving and/or in connection with their involvement with this event or the above-listed parties. Vendor expressly releases, by signing below, the aforementioned event, Event Organizers and all related parties, insurers, and all related persons and entities from all claims, and renounces Vendor's rights to any liability claim. Vendor agrees to produce a *valid insurance certificate* before participating at event. Failure to do so will result in being prohibited to participate.

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

(i) If Event Organizers ("EO") should elect not to, or be in any manner prevented from holding this festival, or if EO cannot permit occupancy of spaces, due to circumstances beyond EO 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, EO 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 EO shall have sole discretion on refunds, without liability or obligation. (ii) All parties to this Agreement further agree by signing and initialing below, that EO 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 EO 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 EO, without repercussion, responsibility or liability incurred by EO. (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.

14. Rules and Regulations, Firearms and Weapons: EO shall have full authority in the interpretation and enforcement of all rules, terms and conditions contained herein, and to make further rules as necessary, for the proper conduct and production of this event. No firearms nor any weapons permitted on event grounds.

15. Alcoholic Beverages, Bottles & Cans: No additional alcoholic beverages are permitted at the Little Italy Festival, nor on this event's site and grounds, unless purchased from a pre-designated bar area or Vendor.

16. Inclement Weather: In the event of inclement weather, this Agreement may be terminated by Event Organizer ("EO") only, as indicated herein. Vendor shall have no right to any refund nor to terminate this Agreement based on inclement weather. In the event EO determines, in their discretion, that the prevailing weather conditions either make, or are likely to make, continuation of the event impractical, EO shall have the sole right to terminate, postpone and/or modify this event and this Agreement, as they deem necessary.

Vendor Initials: _____

17. No Guarantee of Results: This event, its operators and the EO, do not warrant nor 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 fully 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 EO, 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 the EO 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 Application-Agreement, either in whole or in part, is prohibited, and may be deemed an infringement of Copyright Law and Intellectual Property rights, and shall be enforced to the fullest extent of the law, by the EO's and this document's author.

By completing, initialing and signing this agreement, the undersigned Vendor agrees to exhibit, provide and/or sell their food items, merchandise and/or services at this event, according to the above-specified terms and conditions; and accepts and agrees to be bound by all of this Agreement; and accepts and agrees that event organizers (EO) may, at any time, revoke Vendor's permit, deny refunds, and/or revoke any approval to participate at this event at EO's sole discretion. Vendor further agrees and accepts that EO may prohibit and/or remove any party from the event grounds, at any time, at EO's sole discretion, without any liability incurred nor any refund due to any party; and Vendor furthermore agrees to abide by the aforementioned rules, regulations, terms and conditions, as specified herein; and swears that all information contained herein is true and accurate, and agrees that the signature below is Vendor's true / authorizing signature, under the pains and penalties of perjury.

Company Name: _____ Authorized Signature: _____

Vendor Name: _____ Title: _____ Date: _____

Address: _____ Tel: _____ Email: _____

Thank you for your kind cooperation and participation!