



**6<sup>th</sup> Annual**  
**LITTLE ITALY FESTA!**  
**Rochester, New York**  
**JUNE 2, 2019**  
**LittleItalyROC.com**

April 19, 2019

Dear Little Italy Festa Vendor:

We are delighted to share this information about an exciting opportunity for your business to showcase its food and/or merchandise, at our first-ever “Italian Street Festa” celebration, to be held on Sunday, June 2<sup>nd</sup>, 2019, from Noon to 8:00pm, at the corner of State St and Smith St. Our primarily Italian- themed celebration, is also inclusive of all cultures residing in the Little Italy Historic District area. Our 2017 and 2018 events were nominated by City Newspaper as Rochester’s “*Best Cultural Festival*”. Admission to the event this year is **free**.

This year’s historic event, is a truly momentous and very special occasion, as Rochester City Council will **officially designate** our city’s “Little Italy Historic District”, live on the event’s main stage at 2:00pm!

Downtown Rochester’s vibrant skyline, and the Little Italy Historic District, will provide the backdrop this year, at a safe and family-friendly venue area, for all to enjoy. (Both RPD and private security will be on-site all day, to ensure a truly safe and enjoyable experience, for all of our guests and attendees.) This historic event will include top-notch headline entertainment (featuring **Austin Giorgio from NBC’s hit TV program “The Voice”**), plus delicious Italian food, and fun activities for both children and adults. For vendors and event sponsors, we feature easy access to consumers and pedestrian traffic all day, with a very wide demographic, for utmost exposure. Please note: Vendor spaces for this event are reserved on a *first to completely register basis only*.

Please be sure to fully complete and sign this application, and provide all required materials listed below, including your payment, by **no later than Friday, May 25<sup>th</sup>, 2019**. If approved, vendors will receive notification via email. Thank you and we look forward to welcoming you to the event of the summer! See you the Festa!

Very truly yours,

Silvano D. Orsi, LL.M.  
(President)

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#### **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 Document for 2019.
- Your Donation Check or Money Order made payable to: “Little Italy Association of Rochester, Inc.”
- A Copy of Your Valid Monroe County Department of Health Operating Permit (For Food Vendors Only).
- Two Currently Valid and Separate Insurance Certificates, naming the following parties, each as an added insured: **1) “The City of Rochester, NY”** and **2) “The Little Italy Association of Rochester, Inc.”**
- A copy of your menu or brochures, with detailed item pricing, for all items you plan to sell or display.

**LITTLE ITALY FESTA 2019**  
**VENDOR APPLICATION AND AGREEMENT**  
(Herein referred to as "Agreement")

By and Between Vendor (business name indicated below) and Little Italy Association of Rochester, Inc.

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):  
\_\_\_\_\_  
\_\_\_\_\_

**\* 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: \$100** (Food Vendors & Food Trucks); or **\$100** (Merchandise Sales or Marketing Booth)

\_\_\_\_\_ **10' x 10' SPACE: \$50** (Food Vendor); **\$50** (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 May 25, 2019. 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.

**3. Vendor Set Up Schedule:** "Event Day" is Sat, June 2, 2019, from Noon to 8pm. Vendors are expected to be onsite and open the entire duration of the event, 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 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 11:30am on event day. The festa site will be open Sunday, June 2<sup>nd</sup> for set-up time, starting at 9:00am, and festa tear down will start at 8:00pm on event day. Vendors must be fully offsite by 10:00pm, with their vendor spaces are fully cleaned-up, and their trash dumped into the nearby dumpster, provided by the event. 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 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 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 15 days' notice. Only checks or money orders accepted, made payable please, to: "**Little Italy Association of Rochester, Inc.**".

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 U.S. mailing address:

**LITTLE ITALY ASSOCIATION**  
**9 Bru Mar Drive**  
**Rochester, NY 14606**  
**Tel: 585-478-9494 or Email: [info@LittleItalyROC.com](mailto:info@LittleItalyROC.com)**

**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 Festa 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 Festa open hours on both days. Vendors agree that Festa Organizers (hereinafter "FO") may relocate Vendors to other spaces, or totally remove Vendor from the event, if deemed necessary by FO, either before or on any event day, and at any time.

**8. Items and Products Sold and Distribution:** No product bearing this Festa'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 FO. 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 space remain unoccupied on opening day, or should any space be forfeited due to failure to make payment, this Festa'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 10:00pm on event day, by Vendor. 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, in a prior authorized writing, signed by FO, 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 FO): *Beer; wine; pizza; doughnuts; gnocchi; muffletta sandwiches; red sauce pasta; arancini; coffee; espresso; cannoli or items with Nutella.* Vendor fee may increase if Vendor is approved to sell any of these items at 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 Festa's organizers.

**12. Indemnification, Release, Insurance and Liability:** Festa Organizers (hereinafter referred to as "FO") shall take reasonable precautions to safeguard Vendor's property during event open hours only. However, this event, FO, its operators and 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 Festa, FO's, Little Italy Association of Rochester, Inc., and all related parties and entities, 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, at the event, 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 Festa and the above-listed parties. Vendor expressly releases, by initialing and signing below, the aforementioned Festa, FO's and related 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 event. Failure to do so, will result in Vendor being prohibited to participate at this event by Festa Organizers.

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

(i) If Festa 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 Festa, or on this event's site and grounds, unless purchased from a pre-designated Festa 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 sole 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:** This Festa, its 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 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 Festa 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 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 FO's and this document's 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 Festa, according to the above-specified terms and conditions; and accepts and agrees to be bound by this Agreement; and accepts and agrees that Festa 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 furthermore 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!*