



**EXHIBITOR / NON-FOOD VENDOR
AGREEMENT
“FEAST OF SAN GENNARO LOS ANGELES”
Thursday, September 24 – Sunday, September 27, 2009**

This Agreement is entered into this _____ day of _____, 2009,
by and between the Feast of San Gennaro Los Angeles (“FSGLA”), a California corporation, and
_____ (“Exhibitor”).

Exhibitor’s address: _____.

TERMS OF AGREEMENT

The following are the contract terms of the agreement to rent exhibit space at the FSGLA. As an Exhibitor, your acceptance of these terms shall constitute a binding agreement. It is agreed that each Exhibitor will abide by all terms listed in this agreement.

1. **FSGLA.** The word “FSGLA” as used herein shall mean the Feast of San Gennaro Los Angeles, their officers, agents and any employees acting for it, in the management of this event.
2. **ELIGIBLE EXHIBITS.** The FSGLA reserves the right to determine whether any company or product is eligible under the standards for inclusion in the festival.
3. **ELIGIBLE PRODUCTS.** All products and services to be sold, offered or referred to during the FSGLA must be included on the Reservation Form. FSGLA reserves the right to exclude the sale of any product based on overall show presentation, or that are in conflict with exclusive contracts held by FSGLA with other Exhibitors (Examples: glow-in-the-dark products, t-shirts, etc.). Exhibitor will be notified in advance of any such exclusion and have the right at the time of the application to determine if they still want to participate.
4. **LIMITATION OF LIABILITY.** The Exhibitor agrees to make no claim for any reason whatsoever, including negligence, against the FSGLA, its members, agents, employees or the owners of the Festival premises for loss, theft, damage or destruction of property of for any injury to Exhibitor or its employees while in the Festival quarters.
5. **BOOTH INFORMATION.** All exhibitor materials must be kept inside their tent space, and the sidewalks and streets must be kept free of materials. Distribution of samples and literature is strictly limited to the confines of the Exhibitor’s booth. Also, voice and/or music amplification must be kept to a sufficiently low volume so as not to disturb other exhibitors or attendees. Exhibitors agree to conduct

themselves in a respectful, cooperative manner appropriate to the integrity of the attendees, fellow exhibitors and the show management staff.

a) The cost of renting a **10' x 10'** tent with canopy and sidewalls from FSGLA, including set-up and teardown, is **\$600.00** for the duration of the 4 day festival (**10' x 20'** tent is **\$1,000.00**). Exhibitor requests the following tent dimensions: _____ x _____ feet. Exhibitor will pay FSGLA a rental fee of \$_____ for the booth space. Such space will only be provided during the dates and hours that the Festival is in operation.

b) FSGLA will provide 1000 watts of electricity to the Exhibitor (with one center light) at no additional cost. The exhibitor is responsible for providing all extension cords, power strips, bulbs, lamps, or other lighting fixtures needed for their booth.

c) FSGLA will provide **one** 8' table and **two** chairs for every ten square feet of exhibit space. Additional tables are available for a rental fee of **\$10.00**, and additional chairs are available for a rental fee of **\$2.00**. Exhibitor requests a total of _____ 8' tables and _____ chairs. Exhibitor will pay FSGLA a rental fee of \$_____ for the additional table and chair rentals.

d) First time exhibitors are required to purchase FSGLA uniform banner signage, at the cost of **\$150.00** per 3' x 10' banner. These banners will be hung above the Exhibitor's tent by the FSGLA staff. FSGLA will store banner at end of festival, unless exhibitor makes arrangements to retrieve banner at conclusion of festival. Exhibitor will pay FSGLA a purchase fee of \$_____ for the following printed name:

_____.

e) The San Gennaro Foundation is a fully established 501(c) 3 organization and welcomes additional donations. A donation of \$_____ will be credited in the Exhibitor's name.

6. **BOOTH ASSIGNMENTS.** FSGLA staff will assign booth location to exhibitors. Consideration will be given to special needs. However, we will assign according to the best interest of the show.

7. **INSURANCE.** Insurance is the responsibility of the Exhibitor and is recommended. FSGLA is not responsible for replacement of lost or stolen goods. Exhibitors are responsible for obtaining their own general liability insurance for the show dates, including set-up and tear-down. Exhibitors will indemnify FSGLA and the City of Los Angeles for claims/suits arising between Exhibitors and attendees regarding exhibit rental.

8. **LOCATION:** 1651 N. Highland Ave. (one block South of Hollywood Blvd & Highland Ave.)

SET-UP HOURS:

Wednesday, September 23, 2009	3:00PM to 10:00PM (Non Food) 7:00PM (ALL VENDOR MEETING-ON SITE)
Thursday, September 24, 2009	8:00AM to 3:00PM
Friday, September 25, 2009	6:00AM to 8:00AM
Saturday, September 26, 2009	8:00AM to 10:00AM
Sunday, September 27, 2009	8:00AM to 10:00AM

FESTIVAL HOURS:

Thursday, September 24, 2009	5:00PM to 10:00PM "Prima Notte-Tickets Only"
Friday, September 25, 2009	8:00AM to 11:00AM "Press Live Remotes" (not required)
Friday, September 25, 2009	11:00AM to 11:00PM "Open to the Public"
Saturday, September 26, 2009	11:00AM to 11:00PM "Open to the Public"
Sunday, September 27, 2009	11:00AM to 11:00PM "Open to the Public"

*All booths must be staffed throughout the festival, and set-up 30 minutes prior to each show day opening, or exhibitor may forfeit exhibit space.

*Dismantling will begin at the closing time listed for each day, with final day being Monday, September 28, 2009 between 8:00AM to 12:00PM.

9. **SUBLEASING.** Exhibitors may not sublet their spaces, or any part thereof.

10. **FIRE AND SAFETY LAWS.** All federal, state and city regulations pertaining to fire and safety must be adhered to. **No open flames, lit candles or burning of incense will be allowed.** All electrical cords must be grounded and be UL approved.

11. **COMPLIANCE WITH LAWS/STANDARDS.** Exhibitors are responsible for meeting all city/state resale-licensing agreements. Exhibitor is responsible for collecting California Sales tax and paying such sales tax to the State of California. FSGLA assumes no responsibility for any tax liability incurred by Exhibitor from the sale of any Goods at the Festival. Exhibitor further agrees to indemnify and hold harmless FSGLA from any tax liability Exhibitor may incur from the sale of any Goods at the Festival.

12. **PAYMENT.** Exhibitors must include all fees with registration form.

13. **CANCELLATION POLICY.** In the event of an Exhibitor cancellation, the fee is not refundable.

14. This Agreement shall be governed by construed in accordance with the laws of the State of California.

THE ABOVE TERMS ARE HEREBY AGREED TO:

X _____
Exhibitor Signature Date

Print Name Business Name

Mailing Address City State Zip

Phone Fax

Cell Email

Products To Be Sold

1. Please make check or money order payable to: **FEAST OF SAN GENNARO, LOS ANGELES**

2. Please send payment and signed copy of agreement to: **The San Gennaro Foundation
16217 Kittridge St.
Van Nuys, CA 91406**

Additional Questions? Contact: Ann Potenza 818-508-0082 annpotenza@aol.com
