



**FOOD VENDOR
RESTAURANT PARTICIPATION 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

_____ (“Participant”).

Participant’s address: _____.

TERMS OF AGREEMENT

The following are the contract terms of the agreement to rent vendor space at the FSGLA. As a Participant, your acceptance of these terms shall constitute a binding agreement. It is agreed that each Participant 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 PARTICIPANTS. 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 Restaurant Participation Agreement. 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 Participants. Participant 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.

a) Participants must sell Italian food items only. No non-food items will be permitted for sale.

b) Participants can sell no more than one (1) food item. Additional items must be approved by festival management. Participants can sell only food items (including portion sizes, product brands and prices) which were approved by festival management, in writing prior to the Festival. This cannot be altered during the festival.

c) Only official beverage vendors may sell beverages.

d) Menu items should be priced and posted in accordance with the Festival’s pricing structure and must include sales tax. FSGLA has final right of approval on pricing and additional menu offerings.

e) Participants must have sufficient quantities of supplies available to meet customer demand through the four (4) day of the Event. If a Participant anticipates a food shortage, the booth manager must contact restaurant management immediately to discuss options.

- f) All restaurants will be prepared to serve their agreed food item on Thursday, September 25, and distribute the item at no cost to the guests on Prima Notte evening.
- g) All restaurants must provide a food or beverage item when presented with a “San Gennaro approved Food Ticket”. These tickets must be turned in by the vendor at the conclusion of the festival for a 75% item reimbursement. A reimbursement check will be mailed to the vendor within two weeks after the conclusion of the festival.
- h) There will be No Commission Charge to Vendors on their food sales sold to public during the 2009 Feast of San Gennaro L.A. Festival.

4. 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 Participant’s booth. Also, voice and/or music amplification must be kept to a sufficiently low volume so as not to disturb other Participants or attendees. Participants agree to conduct themselves in a respectful, cooperative manner appropriate to the integrity of the attendees, fellow Participants and the show management staff.

a) Participant requests the following tent dimensions (please choose one) and agree to the rental cost: Such space will only be provided during the dates and hours that the Festival is in operation.
 \$_____The cost of renting a **10’ x 10’** tent with canopy and sidewalls from FSGLA, including set-up and teardown, is **1,300.00** for the duration of the 4 day festival. This includes two 8’ tables and two chairs.

\$_____The cost of renting a **10’ x 20’** tent with canopy and sidewalls from FSGLA, including set-up and teardown, is **\$1,700.00** for the duration of the 4 day festival. This includes four 8’ tables and four chairs.

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

c) Additional tables are available for a rental fee of **\$10.00**, and additional chairs are available for a rental fee of **\$2.00**. Some Participants do not need all of the tables and chairs included in the booth cost. Please include total tables and chairs needed: _____total 8’ tables. _____total chairs. Participant will pay FSGLA a rental fee of \$_____ for the additional table and chair rentals.

d) First time Participants are required to purchase FSGLA uniform banner signage, at the cost of **\$100.00** per 3’ x 10’ banner. These banners will be hung above the Participant’s tent by the FSGLA staff. FSGLA will store banner at end of festival, unless Participant makes arrangements to retrieve banner at conclusion of festival. Participant will pay FSGLA a purchase fee of \$_____for the following printed name: _____.

e) In addition to the fee to participate, FSGLA will also collect the following costs: Health Department Permit; City of Los Angeles Vendor Permit; and if applicable: additional cleaning and/or electrical charges; refrigeration rental; ice charges; special sign charges; grease removal charges; propane charges, etc.

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

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

6. LOCATION & SCHEDULE: 1651 N. Highland Ave. Hollywood, CA 90028
 (one block South of Hollywood Blvd & Highland).

SET-UP HOURS:

Wednesday, September 23, 2009	12:00PM to 10:00PM (Food Vendors) 3:00PM to 10:00PM (Non Food Vendors) 7:00PM (ALL VENDOR MEETING-ON SITE)
Thursday, September 24, 2009	6:00AM to 12:00PM
Friday, September 25, 2009	6:00AM to 8:00AM
Saturday, September 26, 2009	6:00AM to 10:00AM
Sunday, September 27, 2009	6:00AM to 10:00AM

FESTIVAL HOURS:

Thursday, September 24, 2009	5:00PM to 10:00PM	“Prima Notte-Invitation”
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 Participant may forfeit exhibit space.

*Dismantling will begin at the closing time listed for each event, with final day being Monday, September 28, 2008 between 8:00AM to 12:00PM.

7. EQUIPMENT INFORMATION.

a) Participants must supply all food service equipment required to operate their food booths. There is limited power available on the festival site. Each Participant will be provided with 20 amps of 110 volt electricity, which should be used primarily for refrigeration. This is additional to basic lighting of the tent, which the festival provides. Additional electrical power can be ordered in advance directly from the festivals generator company; _____ . Charcoal and propane gas should be used for maintaining hot holding temperatures and cooking. Participants can not bring their own generators to the festival.

b) If needed, Participants will have to make arrangements with the propane supplier at the Restaurant Meeting.

c) Participants that require cold holding temperatures for food products within their vending space must have a working refrigerator within their booth. In addition, refrigerated storage space on the site can be rented from Festival Management.

d) Participants must provide any and all eating utensils, plates, bowls, condiments and napkins required for consumption of their products.

e) As much food preparation as possible should take place at the Participant’s normal licensed place of business. Menu items should be “finished off” at the festival. This will minimize equipment needs in each booth.

f) Participants may not extend beyond the boundaries of their designated booth space. Outside grilling areas must be contained in the designated booth space to insure public safety.

g) Although the festival has 24-hour site security. FSGLA will not take responsibility for equipment or supplies left in tents each night.

h) Festival will make ice available. Participants must pay for ice on a cash basis for each delivery.

i) Running water will be available from outside sources.

j) The Festival will place one (1) 55-gallon wastewater barrel behind each booth. All waste water must be deposited into wastewater barrels provided.

k) Participants assume full responsibility for any damages to its equipment caused by any festival contractor, including electrical, propane, refrigeration, equipment rental companies, or any type of services contracted by the 2009 Feast of San Gennaro, L.A.

8. ELECTRICAL SERVICE INFORMATION. Feast of San Gennaro L.A. arranges for high-capacity, noise-attenuated, voltage-controlled generators to provide power to most locations at the event. Use is different from the electrical service you would find in your home or place of business and interruptions may occur. While we will do everything possible to keep these brief, there are several precautions you can take to reduce the inconvenience of interruptions:

* Reduce your reliance on electrical power by using propane or other fuels when possible.

* Do not rely on refrigeration units in your booth for long-term storage of perishable items. Keep handy only the amount of perishables required for your immediate needs.

* FSGLA will not be responsible for loss of sales or for perishables damaged to power outages.

* Remove perishable from your booth every night, even though power will be left on at all locations 24 hours a day from the morning of Thursday, September 24 through Sunday, September 27.

* Participants should immediately report any loss of power to the festival office. Electricians and generator technicians will be on hand to make repairs.

When Participants arrive on site, the power line from the generators will have already been balanced and placed behind each booth. Participants providing incorrect information or bringing unbalanced equipment will cause problems for the other participants relying on the generators. The festival provides the following electrical power at no additional cost: 20amp of 110 volt Service. See next page for costs for additional power.

Additional Information:

- * Participants must provide their own extension cords for 110 volt equipment. These must be 3-wire, grounded, heavy-duty cords, UL approved for outdoor use.
- * If using 220 volt or 208 volt equipment, Participants must supply all connector plugs in good working order for their equipment. You may need as much as 200' of extension cord if using 220 power.
- * The festival cannot provide connector plugs.
- * Participants renting equipment must make sure that it is delivered to the site in good working order with an emergency repair phone number for Rental Company. FSGLA and/or its contractors cannot repair Participants own equipment, or equipment a Participant has rented.
- * Hooking up any additional electrical devices without prior notice and approval will be disconnected until the site electrician inspects them. NO EXCEPTIONS.
- * Each food service area is supplied with a MAXIMUM of 20 amps.
- * Your total equipment usage MUST NOT exceed a total of 20 amps (heating lamps, heating units, fans, radios, additional lighting, etc.)
- * If your total units exceed 20 amps, you MUST indicate so on the following page and you will be charged for additional electrical service.

The Feast of San Gennaro provides one (1) 20 amp (2400 watts) circuit for each restaurant or vendor. Each tent provided by the Festival comes with a single 100 watt light bulb mounted in the top of the tent. The light will be plugged into the electrical box that also supplies electricity for the vendors.

Participants that complete this form, in its entirety will have their electricity readily available when they arrive to set their booth up for the festival. The intent of this form is to communicate your needs to the technicians to assure speedy and reliable electrical service. Those who do not complete an order form will not receive electrical service until other vendors are operational.

We provide power boxes behind your booth in the most convenient manner possible. You will need extension cords to get from the back of your booth to the front of your booth. All equipment and extension cords must be grounded (the U part of the extension cord) and free from splices or electrical tape repairs. We encourage you read the manufacturer instructions on what is the appropriate sized extension cord. You will want to place your cords out of the way of foot traffic, so be sure that your cords are long enough. Generally 25' and 50' extension cords are more than adequate.

Listed below is what size cord you will need based upon the load of your equipment:

<u>Power Draw:</u>	<u>25' extension</u>	<u>50' extension</u>
Up to 1200 watts required	16awg min	16awg min
Up to 1500 watts required	16awg min	14awg min
Up to 1800 watts required	14awg min	12awg min
Up to 2100 watts required	12awg min	10awg min

220 Volt Equipment Must Do's

All equipment that requires 220 volt must have a connector that we use as standard equipment. Up to 20 amps of 220 will require a Nema L 14-30 plug to be on the end of your equipment. The Hubble or Leviton part number of this plug is #2711. Home Depot, Lowe's and electrical supply shops all carry this plug as standard equipment. Any 220 service that requires more then 30 amps must use a series on 15 mini-Cam-Lok connector and MUST PROVIDE THEIR OWN EXTENSION TO GET TO THE DISTRIBUTION PANEL. In some cases, as much as 200' of cord will be needed in order to reach the panel, in the 1999 electrical code handbook, we are prohibited from using Range Outlets in an outdoor environment. If you have any questions about Mini-Cam, please contact_____.

2008 FEAST OF SAN GENNARO L.A. – ELECTRICAL ORDER FORM

Name of Restaurant: _____

Address:_____

Telephone Number () _____ Fax: () _____

Description of Equipment	Qty	Voltage	Watts	Amps
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				

Most equipment has a manufactures plate that lists all of the information that is being asked above. From time to time though, either Watts or Amps part is left off. If this is true in your case, we will compute the missing category. However, WE MUST HAVE THE VOLTAGE portion of your equipment. If this information is still not available, then go to the plug on the end of the equipment and list what number is stamped on the plug. If the plug can connect to a standard wall outlet than just make a notation that it is a standard Edison plug. If you have any questions, please call. We are here to assist you.

Fee Schedule	Advance Order	On-Site Order
Each additional 110v, 20 amp circuit	\$20.00	\$100.00
30 amp 220 volt circuit	\$50.00	\$200.00
50 amp 220 volt circuit	\$75.00	\$300.00
100 amp 200 volt circuit	\$100.00	\$400.00
Install Hubble 2711 plug on Equipment	\$15.00	\$40.00
Install mini-Cam electrical ends	\$60.00	\$120.00

The additional costs will be calculated based on your electrical requirements. You will be informed before the festival as to how much will be due to: _____.

9. FOOD STAND LAYOUT. Indicate below the equipment you will be using at the festival. Please include condiment containers, bottled gas tanks and trash containers. If your equipment requires power, indicate the type and amount needed.

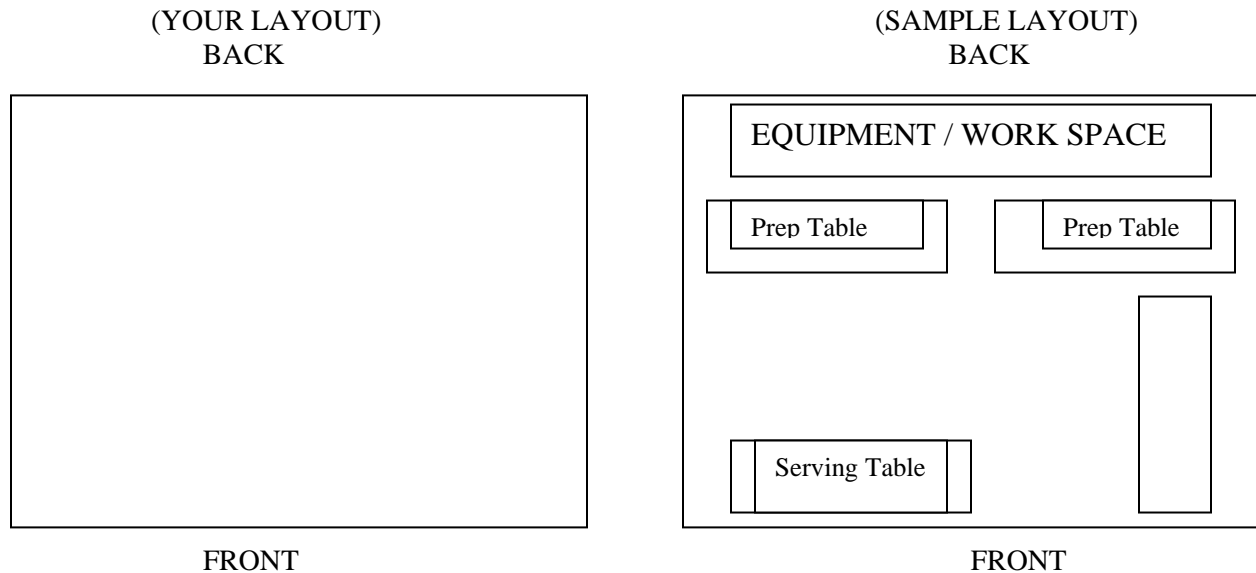
Each Piece of Equipment:

of Pieces:

E – Electrical
 P – Propane
 W – Wood
 C – Charcoal

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Please complete the diagram below (on the left, use the diagram on the right as an example of a booth layout) regarding the layout of your food stand. Included in this layout should be a drawing of all equipment listed above. You may use the corresponding number to name each object in drawing.



- Electrical Outlet 110 volt located at the back of the tent.
- General overhead lighting provided.

10. MENU INFORMATION. List Menu Items Requested (in order of preference) and Prices Below:

Menu Item:

Meal Price:

1. _____
2. _____

3. _____

4. _____

5. _____

11. REFRIGERATED STORAGE SPACE. Participants can rent refrigerated storage space from the Festival at a cost of \$12.00 per square ft, which is to be paid prior to the festival. Refrigerated storage vehicles are conveniently located on the festival site. Refrigerated space must be ordered in advance, and will be allocated on a first-come, first served basis. All Participants should have cold thermometers. Vendor space within the refrigerated storage will be marked in the trailer.

Participants that choose to rent space are responsible for containing their food products within their allocated space. Participant’s staff must notify the Festival office immediately if the refrigerated storage vehicle is not operating properly. FSGLA is not responsible for any product lost, stolen or spoiled. All perishable foods, unwanted food, supplies and trash must be removed by 11:00pm on Sunday, September 27, 2009. The Feast of San Gennaro L.A. assumes no responsibility in the event that the refrigeration unit is not operating properly or fails.

SELECT REFRIGERATED STORAGE SPACE OPTIONS:

_____ I do NOT want to rent refrigerated storage space from the Festival.

_____ I will rent refrigerated storage space at a cost of \$12.00 per sq. ft. for the duration of the Festival.

Indicate the amount of space needed in the space below:

_____ 3’x3’ = 9 sq. ft. @ \$12.00 per sq. ft. = \$108.00

_____ 3’x6’ = 18 sq. ft @ \$12.00 per sq. ft = \$216.00

_____ 3’x9’ = 27 sq. ft @ \$12.00 per sq. ft = \$324.00

>All products and buckets must be on pallets and marked with Participant’s Name.

>Any Products on the floor will be disposed of or confiscated (NO EXEPTIONS).

12. CHARCOAL ASH BARRELS & GREASE BARRELS.

Any Participant using Charcoal must pack out all Coals and Ash. It is the responsibility of the restaurant, not the Festival, to assure that all Coals and Ash is removed from the festival site.

_____ Yes, I will need _____ (qty) grease barrel(s) supplied at my booth. (\$25 per barrel).

_____ No, I will not need a grease barrel supplied at my booth.

ALL GREASE BARRELS NEED TO BE ORDERED AND PAID FOR IN ADVANCE.

13. SANITATION.

Participants are responsible for maintaining a high standard of sanitation within their booth, including keeping all services, cooking and flooring surfaces clean and litter-free. Participants must provide sufficient personnel to comply with the following:

When the Festival is Open: Participants should deposit their trash into the trash containers provided behind each booth. No trash should be allowed to pile up within the booth. Participants are not to deposit trash intended for Festival attendees. Participants are responsible for breaking down all cardboard boxes and placing them next to the trash containers behind their booth.

At Closing Each Night: Participants should set bagged trash and broken-down boxes in front of their booth for pick-up.

Participants using grease in their operation, or that produce grease as a by-product of food preparation, must use grease containers provided. Designated grease barrels are placed behind each food stand for grease disposal. Grease liquids or solids may not be dumped in any sewer, sink, tree pit, or anywhere else on the festival site.

Final Clean-Up, which includes removal of all Restaurant equipment, supplies: Trash, charcoal and ash, and grease by-products from underneath the tent and cooking area, must be completed by 11:00PM on Sunday, September 27, 2009. If Participant fails to provide timely clean-up, the festival will charge the Participant all cleaning costs incurred.

14. SUBLEASING. Participants may not sublet their spaces, or any part thereof.

15. 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 inside of tent.** Outside grilling areas must be contained in the designated space to insure public safety. All electrical cords must be grounded and be UL approved. All Participants must comply with the City of Los Angeles Fire Department regulation including having at least one (1) Class K (kitchen) rated fire extinguisher in each booth throughout the duration of the festival. A copy of the Los Angeles Fire Department regulations will be distributed at the vendor meeting.

16. LIMITATION OF LIABILITY. The Participant 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, or for any injury to Participant or its employees while in the Festival quarters.

17. TEMPORARY FOOD SERVICE PERMIT & VENDOR FEE.

Participants must comply with the regulations of the City of Los Angeles Health Department's Food Sanitation Division to insure safe food preparation. The Feast of San Gennaro L.A. will secure each Participant's Temporary Food Service Permit. The cost of the Permit is \$_____ per location and is to be paid in advance to the festival. Participants must obtain any other licenses or permits that may be required by any public authority for the sale of any products and/or food products. All such licenses and permits must be in full force and effect during the 2009 Feast of San Gennaro L.A. Festival.

18. COMPLIANCE WITH LAWS/STANDARDS.

Participants are responsible for meeting all city/state resale-licensing agreements. Participant 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 Participant from the sale of any Goods at the Festival. Participant further agrees to indemnify and hold harmless FSGLA from any tax liability Participant may incur from the sale of any Goods at the Festival.

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

GENERAL AND PRODUCT LIABILITY INSURANCE: Each Participant will provide an insurance policy in the amount of \$1,000,000.00 combined single limit covering bodily injury, including products liability, and property damage resulting from Restaurant's participation in the 2009 Feast of San Gennaro L.A. Festival. Such insurance will be in effect from: 12:01AM September 23, 2009 through 12:59PM September 28, 2009. This policy shall name the following as additional insured parties: **The City of Los Angeles, San Gennaro Foundation dba The Feast of San Gennaro-LA, Sorrento Lectalis, Inc., Christ the King Roman Catholic Church.**

WORKERS COMPENSATION AND AUTOMOBILE LIABILITY INSURANCE: Participants should include with this agreement certificates of insurance indicating the Participant has the following coverage in effect through September 27, 2009.

1. Statutory Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$100,000/\$500,000/\$100,000. Only workers who are

covered by Worker's Compensation Insurance, or exempted from such insurance by State of California Law, are permitted to work.

2. Automobile Liability Insurance with coverage for bodily injury and property damage in an amount not less than \$300,000 for any vehicle to be driven onto the festival site.

PROPERTY INSURANCE: Participant must insure its equipment against loss, theft and damage while the equipment is in the festival site. The Feast of San Gennaro L.A. assumes no liability for loss, theft or damage to Participant's equipment.

20. SURRENDER OF PREMISES. At the conclusion of the festival, Participants must surrender the premises to FSGLA in the same condition as when originally occupied. FSGLA will remove any enclosures, structures, facilities and tents used in connection with the festival. If Participant fails to remove all of its property and effects (including refuse) from the premises within two (2) hours after the termination of the festival, FSGLA may (a) treat such property as abandoned, in which event it will become property of FSGLA; (b) treat the same without liability to Participant for loss thereof, and Participant agrees to pay FSGLA on demand, any expenses incurred in such removal, including court cost, attorney's fees and storage costs; and (c) dispose of such property in a manner considered appropriate by FSGLA.

21. PARTICIPANT'S RESPONSIBILITY. Registered Participant or Corporation agrees to adhere to all rules and regulations states with the Participation Agreement, including but not limited to compliance with advertised hours and days of operations.

22. DEFAULT. If a Participant is in default under any provision of this agreement, FSGLA, will notify Participant of such default and Participant will have a reasonable time to remedy such default. If Participant does not remedy such default within a reasonable time, FSGLA may terminate this agreement, expel Participant from the festival, and re-let the premises to another party without further liability or obligation to Participant.

23. FEAST OF SAN GENNARO L.A. AUTHORITY. FSGLA has complete authority and control over all aspects of the 2009 Feast of San Gennaro. It reserves the right in its sole discretion to oversee and make whatever arrangements it deems appropriate for security, crowd control, clean-up, publicity and any other matters affecting the overall festival operation, FSGLA makes no guarantees as to any specific level of festival attendance, not that Participants will achieve any specific dollar amounts in sales.

24. PAYMENT. Participant must include all fees with registration form.

25. CANCELLATION POLICY. In the event of a Participant cancellation, the fee is not refundable.

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 _____
Participant Signature Date

Print Name

Business Name

Mailing Address City State Zip

Phone

Fax

Cell

Email

Website www.

Worker's Comp #

CA Sales Tax ID #

Federal ID #

Products To Be Sold

COST WORKSHEET:

\$ _____ BOOTH RENTAL (\$1,300 OR \$1,700)
\$ _____ BANNER FEE - FIRST TIME VENDOR (\$150)
\$ _____ ADDITIONAL TABLE (\$10 PER) & CHAIR RENTAL (\$2 PER)
\$ _____ REFRIGERATOR SPACE RENTAL (SEE CHART)
\$ _____ HEALTH DEPARTMENT PERMIT FEE (APPROX. \$150)
\$ _____ ADDITIONAL ELECTRICITY RENTAL (SEE CHART)
\$ _____ GREASE BARREL FEE (\$25 PER BARREL)
\$ _____ ADDITIONAL DONATION (OPTIONAL)
\$ _____ **TOTAL AMOUNT DUE**

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
or Frankie Competelli 323-937-2801 frankiecalif@hotmail.com