

AGREEMENT TERMS

Please read carefully as some revisions have been made

1. **VENDOR INSTALLATION.** Vendor may only initiate set up and sales after checking in with Festa Management. Vendor move-in activities shall be conducted before Festa opening, but not before 7:00 A.M. on day of Festa.
2. **DISPLAY LABOR.** Vendor is responsible for providing or arranging all necessary labor in transporting, uncrating, erecting, dismantling, and re-crafting of its displays.
3. **VENDOR STAFFING.** All vendors must be staffed during Festa hours by at least one person. Vendor must arrive at least 90 minutes prior to Festa opening at 10:00 AM.
4. **VENDOR OPERATION.** Subject to complying with applicable licensing requirements, Vendor may sell products from its vendor space. Vendors shall not extend beyond allocated space unless authorized in writing by Festa Management. Any Vendor with physical dimensions greater than those determined by Festa Management, or those which obstruct the view of adjacent vendors, must obtain prior written approval from Festa Management. Vendor must display only those items listed on the front page of this agreement. The Festa Management has the right to refuse service or rescind this agreement. The decisions of the Festa Management will be final.
5. **ACTIVITIES OF VENDORS.** a) Passing out printed material and/or other articles must be restricted to the assigned space and not in the aisles. No manner of attracting attention in a noisy or an undignified manner will be permitted. b) Festa Management retains the right to restrict, exclude or evict Vendors which because of their method of operation, become objectionable or, in the opinion of the Festa Management, detract from the general character of the Festa. This includes persons, things, printed matter or anything else Festa Management judges to be objectionable. In the event above mentioned become necessary, Festa Management may retain any and all payments paid as liquidated damages for breach of this agreement.
6. **PHOTOGRAPHY.** Vendor authorizes Festa Management to use photographs of vendor space and/or vendor personnel for promotional purposes.
7. **VENDOR CARE.** Contracted janitorial services will sweep and clean aisles and empty trash canister. Vendor is responsible for keeping its vendor(s) booth clean and orderly. Trash must be placed in aisles for pick up at close of the Festa.
8. **REMOVAL OF VENDORS.** No part of any vendor and/or display shall be dismantled or removed from the vendor booth before closing of the Festa at 6:00 PM. Violation will result in a \$100.00 fee. Removal of vendors takes place after final hour of the Festa. Any vendors not completely dismantled and removed on the day the Festa closes will be removed, and all fees will be charged directly to the vendor at prevailing rates otherwise stated on reverse.
9. **VENDOR ASSIGNMENT.** All vendor space shall be assigned or reassigned by Festa Management. Vendor shall not assign, sublet or apportion the whole or any part of the vendor space assigned or have representatives, equipment, or materials from other vendors or companies in the vendor space without written consent of the Festa Management. Festa Management reserves the right to refuse service to anyone.
10. **SECURITY.** Security will be provided 24 hours a day from beginning to move in until the completion of move out. The vendor location must be vacated within one hour after the Festa closes. Vendors will be allowed to enter the vendor location only upon presentation of a properly assigned Vendor pass. Festa Management shall not be responsible to Vendor for any lost, stolen or damaged items.
11. **UNOCCUPIED SPACE.** In the event Vendor fails to occupy the vendor space contracted before 9 AM on the day of the Festa, Festa Management shall have the right to utilize such space in any manner it chooses. This will in no way release Vendor from its obligations nor shall Vendor be entitled to a refund.
12. **PAYMENT OF VENDOR FEES.** All Vendors shall pay 100 percent (100%) of the Vendor fees with signed agreement. Acceptable forms of payment are cash, check, money order, or cashier's check. Charges for insufficient funds are \$25.00. Minimum allowable transfer fee is \$100.00 (one hundred dollars) per booth. Dishonored checks must be paid in cash with in thirty (30) days of demand for payment or Vendor shall be liable for the amount owing upon the check in addition to treble damages of three times the amount of the check. Damages shall be no less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00) plus the cost of mailing the written demand. It is understood that if the Vendor check is dishonored for any reason the Vendor will be subject to the above damages.

13. **NOISE CONTROL.** The use of any sound equipment is prohibited unless approved in writing by Festa Management. Any electronic equipment or machinery, which is determined to be detracting from other vendors, will not be permitted and such noise shall cease immediately.
14. **CANCELATION.** Should Vendor wish to cancel, Festa Management must receive a written notice of cancellation no later than thirty (30) days prior to the commencement of the Festa. Vendor shall be responsible for the full payment of the contracted price if Vendor does not efficiently cancel in writing prior to such date
15. **INDEMNIFICATION.** Vendor shall indemnify and hold Festa Management harmless from and against any and all claims and/or liabilities arising from Vendor's use of its Vendor space, or from the conduct of Vendor or from any activity, work or things done, permitted or suffered by Vendor in or about its Vendor space elsewhere and on Vendor's part to be performed under the terms of agreement. Vendor further agrees to indemnify and hold Festa Management harmless from and against all costs, attorney's fees, expense and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.
16. **COMPLIANCE WITH LAWS.** Vendor shall utilize space in an orderly manner and in compliance with all present and future applicable federal, state, and local statutes, ordinances, rules and regulations including compliance with Health Department regulations.
17. **LICENSING AND COMPLIANCE.** All Vendors who sell merchandise must adhere to the local licensing procedures that govern such transactions. Vendor shall be responsible for securing all permits, licenses and/or resale numbers from the appropriate agency. Vendor shall provide to Festa Management proof of pertinent information thereof upon request. Food vendors shall be in compliance with all Health Department requirements.
18. **INSURANCE.** Vendors shall carry and maintain during the period of any Festa, Including move in and move out days, and at its sole cost and expense, personal injury and property damage coverage under a policy of general public liability insurance in an amount of not less than \$1,000,000 (one million dollars) per occurrence unless otherwise agreed to in writing. Festa Italiana must be named as an additional insured. Proof of workers compensation is required. Vendor warrants that by signing this Agreement, it has complied specifically with the insurance requirements of this agreement.
19. **FORCE MAJEURE.** Vendor shall bear the risk of any prevention, delay, non performance or stoppage due to force Majeure and agrees that any such prevention; delay, non-performance or stoppage shall not entitle Vendor to any damages and/or refunds from Festa Management. Force majeure means act of God, riots, epidemics, landslides, lightning, earth quakes, fires, storms, washouts, governmental laws, regulations, proclamations of order of any government, governmental agency or court, cancellation or withdrawal of permits by governmental agency, arrest and restraints of governments and people, civil disturbances, and explosions and other causes beyond the reasonable control of Festa Management.
20. **NON-GUARENTEE.** Vendor acknowledges and understands that Festa Management makes no guarantees, representations, or warranties regarding product sales, attendance, exclusive privileges or Vendor's success.
21. **FAILURE TO PERFORM.** Should Vendor fail to observe any of the terms of this agreement or any of the rules and regulations for management and control of the Festa, Vendor may be prevented from further sales therein and be subject to forfeiture of vendor space.
22. **ENFORCEMENT COSTS.** If suit is instituted to collect past due amounts and/or fees, Vendor agrees to pay the actual costs and expenses of collection, including court costs and reasonable attorney's fees. Venue for any court action will be San Joaquin County.
23. **LIQUIDATED DAMAGES.** Vendor and Festa Management recognize that the actual damages, which would result from a breach by Vendor of Vendor's duties under sections 13 or 15 of this Agreement, are uncertain and would be extremely difficult to ascertain. In the event of such breach, Vendor shall pay to Festa Management an amount equal to one-half of the total fee paid by Vendor pursuant to this Agreement as liquidated damages.
24. **COMPLETE AGREEMENT.** This Agreement contains a complete expression of the agreement between the parties, and there are no promises, representations, inducements or warranties except as set forth herein. No alteration of any of its items shall be binding unless received in writing and signed by each of the parties and approved by Festa Management.

Please sign and date below.

Name: _____

Date: _____