

2016 ANNUAL
COLUMBUS DAY FESTIVAL
 FEDERAL HILL COMMERCE ASSOCIATION
 October 8th – 10th 2016
VENDOR APPLICATION/CONTRACT

The Federal Hill Commerce Association will be hosting its Annual Columbus Day Weekend Festival on Atwells Avenue located on historic Federal Hill in Providence Rhode Island. This three day Italian festival attracts visitors from all across southern New England bringing people together for great food and entertainment and has been recognized as one of the best Columbus Day festivals to attend. The Annual Columbus Day Parade will take place on Sunday October 9th at 11am on Atwells Avenue.

BUSINESS NAME:	CONTACT NAME:				
ADDRESS:	PHONE NUMBER:				
EMAIL ADDRESS:	MOBILE PHONE:				
TYPE OF BOOTH (please check one): <input type="checkbox"/> FOOD BOOTH: \$850.00* <input type="checkbox"/> NON-FOOD BOOTH: \$650.00 SEE RESTRICTIONS FOR ALCOHOL SALES	DESCRIPTION OF ITEMS TO BE SOLD (check all that apply): <input type="checkbox"/> FOOD <input type="checkbox"/> NOVELTY ITEMS <input type="checkbox"/> BAR <input type="checkbox"/> ARTS & EXHIBITS RESTRICTIONS: ALCOHOL IS NOT LEGALLY ALLOWED TO BE SOLD UNLESS UNDER FHCA LICENSE. NO EXCEPTIONS POLICE WILL CLOSE YOU IF NOT COMPLIANT. <input type="checkbox"/> ALCOHOL AND FOOD BOOTH \$1500.00 ALL EXHIBITORS/VENDORS MUST SELL OUR MAIN SPONSORS PRODUCTS ALL BOOTH SPACES ARE 10X10 DOUBLE BOOTH PRICES CAN BE CUSTOMIZED.				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 2px;">For official use only:</td> <td style="padding: 2px;">Date paid:</td> </tr> <tr> <td style="padding: 2px;">Booth location:</td> <td style="padding: 2px;"></td> </tr> </table>	For official use only:	Date paid:	Booth location:		
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Booth location:					
FEDERAL HILL COMMERCE ASSOCIATION HEREINAFTER REFERRED TO BY FHCA OR FESTIVAL					
Vendor certifies that s/he has obtained a valid Department of Health license for food service/sale	YES or NO				
Vendor certifies that s/he has obtained a valid Rhode Island State Tax Stamp for sale/re-sales	YES or NO				

PARADE SUNDAY OCTOBER 9TH 11:00 AM SHARP !!!
FESTIVAL DATES & TIMES

	SATURDAY OCTOBER 8, 2016	SUNDAY OCTOBER 9, 2016	MONDAY OCTOBER 10, 2016
OPEN	10:00 AM	11:00 AM	11:00 AM
CLOSE	11:00 PM	11:00 PM	8:00 PM
SET-UP	8:00 AM	9:00 AM	8:00 AM*

Federal Hill Commerce Association 2016 Columbus Day Festival
VENDOR CONTRACT

I HEREBY AGREE TO ABIDE BY ALL RULES AND REGULATIONS SET FORTH IN THIS CONTRACT AND AGREEMENT.

Rules/Regulations:

1. In the event that an exhibitor cancels the agreed upon contract, FHCA shall retain all monies paid as liquidated damages.
2. Under no circumstances is a Vendor allowed to sublet their rented space.
3. All personnel working in space must be employees of exhibitor.
4. Exhibitor will not be allowed to set up before 8:00 am on Saturday, October 8, 2016. Exhibitor will not remove or dismantle exhibit booth until the end of the festival. All booths must be dismantled within 24 hours of event end. No food or products can be sold prior to the start of the festival on Saturday, October 8th at 10:00 am. No booths can exceed 5 feet from the curb. Any booth requiring a power supply must make appropriate arrangements with business owners directly and prior to the event. There will be an additional \$100.00 refundable deposit required from all food vendors using grease to prepare their food. This will be refunded when an agent of the FHCA festival has approved site cleanup. Entire festival area is to be kept clean of all debris, grease and garbage.
5. Exhibitors are prohibited from engaging in any other space other than their own, which has been contracted for. No food vendor will be assigned a space or booth in front of restaurants or food related businesses. All entranceways to businesses must have no less than a ten-foot clearance. Exhibits outside official areas are prohibited, and variance from this restriction must be granted by a festival representative. Any and all exhibit matters must be conducted within the confines of a 10' x 10' rented space. Exhibit activity by non-exhibiting firms/person(s)/corporation(s) on grounds of FESTIVAL and/or property under the direct supervision of Festival Rep during the FESTIVAL period is STRICTLY PROHIBITED. Exhibitors must keep their booths/space properly staffed and intact during FESTIVAL hours, even if crowd thins before closing.
6. Each exhibitor is responsible for the verification of safety and legality of all it's exhibit, including but not limited to materials, machines, and equipment within the space/facility.
7. Exhibitor specifically covenants that his/her corporation/exhibiting booth complies with all FEDERAL/STATE/COUNTY/CITY STATUS/RULES/REGULATIONS AND REQUIREMENTS and takes full responsibility of any laws broken by exhibitors and their exhibition.
8. Federal/State/Local tax is the responsibility of the Vendor/Exhibitor.
9. All food vendors/exhibitors must have a fire extinguisher in the area.
10. It is the sole responsibility of the Vendor/Exhibitor to obtain a valid Rhode Island Department of Health license and a Rhode Island Sales Tax Stamp and permit when/wherever necessary.

HOLD HARMLESS AND INDEMNIFICATION AND LIABILITY

The Federal Hill Commerce Association (FHCA) has made arrangement with the Providence Police Department to provide adequate security, however, exhibitor expressly agrees that the FHCA and/or anyone acting in it's stead shall NOT be liable, or NOT be held liable or NOT be held accountable for any CLAIMS / LOSSES / DAMAGES/ DEATH/ INJURIES/ OR OTHER LIABILITIES whatsoever which may be sustained or incurred by any person(s) or corporation(s) whomsoever, who maybe on the premise leased by or assigned to the exhibitor while watching, observing, consuming food or drinks and participating in any demonstration; or exhibit of the exhibitor, for any claims/losses/damages/injuries whatsoever, which maybe sustained by any property whatsoever of any exhibitor, or any person(s), corporation(s) or entity that may be on the premise leased or assigned to the exhibitor.

As further consideration for making this Contract and Agreement, EXHIBITOR SHALL HOLD HARMLESS AND INDEMNIFY FHCA/FESTIVAL, it's agents, it's employees and it's volunteers from any and all liabilities/losses/ costs/damages/attorney fees/any other expenses of any kind of nature which maybe sought or obtained by any person(s)/corporation(s)/other entity as a result of the above described circumstances or events; and shall immediately undertake to represent those interest of FHCA/Festival, it's agents, employees and volunteers, in that certain action(s).

If any property of the exhibitor or any person(s)/corporation(s)/other entity is injured/damaged/stolen/ destroyed, the exhibitor shall bear the entire risk of that loss.

GENERAL AGREEMENT

The preceded covenants, rules and regulations are an integral part of the Contract and Agreement between stated exhibitor and the FHCA/Festival.

They have formulated in mutual interest of the EXHIBITORS the owners of the ground and the FHCA. The exhibitor specifically agrees to fully cooperate with the FHCA/Festival in observing and complying with these covenants, rules and regulations. The FHCA/Festival reserves that right to make any changes necessary in the best interest of the FESTIVAL, including, but not limited to reserving the absolute right to place exhibits and move exhibits as necessary to promote the best interest of the FESTIVAL (in the sole direction of the FESTIVAL), the sole right to move/shorten/extend the size and dates and the absolute right to resolve any disputes arising between exhibitors. Should any disagreement or controversy arise concerning the interpretation of these covenants/rules/regulations, or should a situation arise not adequately or specifically covered in these covenants/rules/regulations, then it is expressly understood and agreed that the interpretation of decision of the FESTIVAL, with reference to such situations shall be conclusive final and binding; and binding on all parties hereto, unless incorporated by writing in the contract and agreement. NO MODIFICATION or change to this contract and agreement shall be valid or binding upon the parties unless made in writing and executed by both parties. Whenever the context permits, singular, plural and the one gender shall include all. This CONTRACT AND AGREEMENT SHALL BE INTERPRETED BY THE LAWS OF Rhode Island. Any dispute arising under this contract shall be brought only in courts in the State of Rhode Island, wherein the FHCA/Festival is held. In connection with any litigation, including appellate proceedings arising out of the contract and agreement, the FHCA/Festival shall be entitled to recover reasonable attorney fees.

THERE WILL BE NO EXCLUSIVE, UNLESS SPECIFIED BY THE "FHCA"

SIGNATURE OF AGREEMENT

NOTE: This document is intended to be a legally binding CONTRACT AND AGREEMENT, Should any clause/section/part become unlawful by US Federal or Rhode Island State laws, all other sections shall be binding. If you do not fully understand any part of this contract, it is advised you seek the guidance of an attorney before signing. No rights shall accrue to the vendor/exhibitor until all permits are obtained. No vendor/exhibitor shall set up without payment in full, including refundable deposits, if necessary. Failure to pay ten (10) days prior to the FHCA/Festival will necessitate bank guaranteed funds.

MAKE ALL CHECKS PAYABLE TO FEDERAL HILL COMMERCE ASSOCIATION

This CONTRACT AND AGREEMENT is non-cancelable by both parties upon signing.

Exhibitor Signature

Print Name

Date

FHCA/Festival Agent Signature

Print Name

Date

LISTING OF ITEMS/GOODS TO BE SOLD

SEND THE COMPLETED SIGNED CONTRACT APPLICATION TO:

FHCA/COLUMBUS DAY
C/O KEN TURCHETTA
441 ATWELLS AVENUE
PROVIDENCE RI 02909

Thank you for your support and interest in making this year's Columbus Day Festival a great success! If you have any questions or require additional information, please do not hesitate to contact KEN TURCHETTA at 401.465.2837 or 401.273.5900.

Best regards,

Ken Turchetta

Ken Turchetta
Event Coordinator