



VENDOR PARTICIPATION AGREEMENT

Bloomfield Businesses Only

Little Italy Days - August 19, 20, 21 & 22 2021
Thurs. 5:00pm-9:00pm, Fri. & Sat. noon-9:00pm, Sun. noon-6:00pm
Awarded First Place Special Event - City of Pittsburgh

We have a spectacular line-up of entertainment and a very aggressive promotional campaign!
 We have secured advertising from TV, Radio, Print, Social Media, and much, much more to make this year's Little Italy Days a huge success

This agreement is entered into this _____ day of _____, 20____, by and between Bloomfield Little Italy Days Inc. and _____ ("Participant").

Contact _____ Booth Name _____
 Company _____ Address _____
 Phone _____ Cell _____
 Fax _____ Email Address _____

Bloomfield Businesses		
Discounted Street Space Prices	Food	Non-Food
10x10	\$595.00	\$495.00
10x20	\$895.00	\$695.00

There is one stage in the middle and one at each end of the festival to draw people to both ends of the festival. Space is limited, applications will be accepted on a first come, first serve basis. We understand everyone wants the "Best Space" – to be fair, we will date the forms when they come in and vendors will be placed according to the order their forms were received. So, if you want a great spot, get your paid application in ASAP!

Streets will be closed starting Saturday at 9:00am through Sunday at 8:00pm You will turn your setup around to face the street instead of the sidewalk, you should bring a trailer dolly if needed to make the process easier.

Insurance Company Name _____ Policy Number _____
 (You must add Bloomfield's Little Italy Day's Inc. to you insurance policy as being additionally insured for August 18, 19, 20, 21 & 22 and **include the certificate with this application. Please initial** _____)

Electric Needed? (110 outlet) **Non-food Vendors Only - \$200** _____ No _____ Yes How many amps are required _____
 What will you be needing electric for? _____ (electric is not needed for lights as the festival ends at dusk each day) You must bring your own LONG extension cord and power strip.

FOOD VENDORS – ELECTRIC WILL NOT BE PROVIDED, YOU MUST BRING YOUR OWN QUIET GENERATOR OR YOU WILL BE SHUT DOWN. NO EXCEPTIONS, NO REFUNDS.
ANY NON-FOOD VENDORS THAT BRINGS THEIR OWN GENERATOR ARE SUBJECT TO THIS AS WELL.
Please initial _____

Water will not be provided; you must secure it on your own if needed.

If you have any of the following please check: _____ tent, _____ trailer with hitch, _____ food truck if so, how many total feet long? _____

Food vendors MUST lay a tarp or paper down to protect against grease stains and ensure any grease stains are cleaned, you must leave your street space totally cleaned _____ (initial)

Tent Rental Needed? _____ Yes (check tent size) _____ 10x10-\$275 _____ 10x20-\$475
 Tent rental is for all four days of the festival and includes set up and tear down of the tent, one 6 foot banquet table and one chair.

No Tent Rental Needed _____
 You can use your own tent but you are responsible. It **MUST be fire rated, clean & professional looking**, and it **MUST be properly secured and tied down and lowered at the end of each night.**
 If you are **NOT** renting a tent from us, **please initial** that you have read the tent requirements _____

List specifically what foods and products you will be selling. Will need to be approved by the festival. _____

(Vendors will only be permitted to sell the beverage products from the beverage sponsor of the festival or you may **OR** you may purchase and sell your own beverages for a \$100 fee payable to Little Italy Days. **No Lemonade Sales.**

**We are offering ads on the Little Italy Days website
The site gets over 100,000 views
\$400.00 premium (larger ad, better placement), \$200.00 standard.**

<u>Select booth and options</u>					
Food 10x10	\$595	_____	Tent Rental 10x10	\$275	_____
Food 10x20	\$895	_____	Tent Rental 10x20	\$475	_____
Non-Food 10x10	\$495	_____	Premium online ad	\$400	_____
Non-Food 10x20	\$695	_____	Standard online ad	\$200	_____
Beverage buyout	\$100	_____			
Grand Total			_____		

A) Please make paid-in-full checks payable to:

Bloomfield Little Italy Days, Inc. and Mail to 428 Forbes Avenue, Suite 1509 Pittsburgh, PA 15219.

We also accept Mastercard and Visa, a 3% surcharge is applied to all credit card payments. In the event of a participant cancellation, the fee is not refundable.

B) If paying by credit card, please fill out information below, (a 3% fee will be applied to all credit card transactions)

Type of credit card: _____ Zip Code: _____
 Credit card number: _____ Expiration date: _____ CVV code: _____

Charges will show on your credit card statement as *Pgh Wedding and Event Services*

You can also call in your credit card payment to 412-377-2923 or fax application to 412-697-1409

*** A 25% LATE FEE WILL BE APPLIED TO ANY BALANCE NOT PAID 14 DAYS PRIOR TO THE EVENT***

No refunds will be given once application is received unless your application is not approved.

No applications will be accepted without payment.

Setup information will be sent out one week prior to the event.

Vendor parking - Vendors may park at the lot between Gross & Aspen on Saturday & Sunday.

CHECK OUT OUR WEBSITE @ LITTLEITALYDAYS.COM

Sponsorship Opportunities are available

If you have any questions, please feel free to call me at 412.377.2923 or email at info@littleitalydays.com

Sincerely, Sal Richetti, *Bloomfield Little Italy Days*

Terms of Agreement, Policies & Procedures

The following are the contract terms of the agreement to rent vendor space at Little Italy Days Festival. As a participant, your acceptance of these terms shall constitute a binding agreement.

1 Bloomfield Little Italy Days Inc. The words "Bloomfield Little Italy Days Inc." as used herein shall mean Little Italy Days, their officers, agents and any employees acting for it, in the management of this event.

2 Eligible Participants Bloomfield Little Italy Days Inc. 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 Bloomfield Little Italy Days Inc. must be included in the Agreement. Bloomfield Little Italy Days Inc. reserves the right to exclude the sale of any product. Vendors will only be permitted to sell Pepsi products and water purchased through Little Italy Days OR you may purchase and sell your own beverages for a \$100 fee payable to Little Italy Days. **No lemonade sales.**

4 Sanitation Every business and vendor is 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 for each booth. No trash should be allowed to pile up within the booth. Participants are responsible for breaking down all cardboard boxes and placing them in the dumpster.

At Closing Each Night: Participants should set bagged trash 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. Grease liquids or solids may not be dumped in any sewer, sink, tree pit or anywhere else on festival site.

5 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 Participants must comply with the City of Pittsburgh Regulations. **Tents MUST be fire rated.**

6 Compliance with Law/Standards Participants are responsible for meeting all city/state resale-licensing agreements. Bloomfield Little Italy Days Inc. 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 Bloomfield Little Italy Days Inc. from any tax liability the Participant may incur from the sale of any Goods at the Festival. Participant must comply with fire, safety, tax and ADA requirements of the City of Pittsburgh and County of Allegheny and the regulations of the City of Pittsburgh Food Sanitation Division to insure safe food preparation. Health Department forms are on our website <http://littleitalydays.com/become-a-vendor/>

7 Insurance is the responsibility of the Participant and is required. Bloomfield Little Italy Days Inc. 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 and attendees regarding vendor space rental (*You must add Bloomfield's Little Italy Days Inc. to your insurance policy as being additionally insured for August 18, 19, 20, 21 & 22 2021* and include the certificate with this application.)

8 Surrender of Premises At the conclusion of the festival, Participants must surrender the premises to Bloomfield Little Italy Days Inc. in the same condition as when originally occupied.

9 Little Italy Days will be August 19, 20, 21 & 22 2021. Set up will be Wednesday, August 18 at approximately 6:00pm. **Food vendors MUST set up Wednesday evening.** The festival runs Thursday, 6:00 p.m. to 9:00 p.m., Friday and Saturday, 12:00 noon to 9:00 p.m. and Sunday, 12:00 noon to 6:00 p.m.

10 Booth space obstructions We cannot be responsible for trees, parking meters or any other obstructions that are out of our control. Booth/display height cannot exceed 15 feet.

11 Any business who wishes to sell at Little Italy Days in the street space, in front of their current business must obtain a permit through Bloomfield Little Italy Days Inc. You can only sell the same merchandise that you carry throughout the year. All insurance information must be supplied at the time of application. Spaces are NOT guaranteed and may not be sold, traded, or sub-leased. Bloomfield Little Italy Days Inc. will make all decisions on placement of vendors and businesses. Any one that does not have an approved permit will be removed.

12 No generators will be permitted without prior approval. Absolutely NO LOUD GENERATORS.

13 Food vendors must protect their area from grease stains with paper, tarp, etc. and ensure any stains are cleaned

14 All cords must be covered with carpet or tape

15 No parking is permitted on Liberty Avenue unless you have a vendor parking pass.

16 No refunds will be given once application is received.

17 Tents can be rented by contacting Bloomfield Little Italy Days Inc. The cost of the tent is \$275.00 which includes set up and removal. You may provide your own tent. Should you do so, you will be responsible and waive any and all liability, responsibility or obligation on the part of the Bloomfield Little Italy Days Inc. its agents, servants and employees, as it relates in any manner whatsoever to any claim, charge, cause of action and/or lawsuit which would arise out of the use of said tent. Someone from the business must be available when tents are set up Thursday at approximately 12:00 noon and dismantled Sunday at 6:00 p.m. Tents must be placed on Liberty Avenue only. **TENTS WILL NOT BE PERMITTED ON THE SIDEWALK UNDER ANY CONDITIONS.**

18 Acknowledgement, Release and Waiver of Liability. I/We, the undersigned individual(s) hereby acknowledge that I/We will be obtaining and using for the duration of Little Italy Days, held by the Bloomfield Little Italy Days Inc., from August 18, 2021 through August 21, 2021, a ten foot by ten foot (10 ft x 10 ft) tent, or any tent or equipment that I/We bring for use with my/our Italian Festival functions, which will be provided by the Bloomfield Little Italy Days Inc. its agents, servants and employees, as it relates in any manner whatsoever to any claim, charge, cause of action and/or lawsuit which would arise out of the use of said tent. I/We hereby further release the Bloomfield Little Italy Days Inc. from any liability and/or responsibility on the part of Bloomfield Little Italy Days Inc., its agents, servants and employees, for any conduct engaged in by me/us arising out of, in any manner whatsoever, the use of said tent for the duration of Little Italy Days. Finally, it is understood and agreed that I/We shall hold Bloomfield Little Italy Days Inc. its agents, servants and employees, harmless for any and all issues that may arise or occur while said tent is in my use and possession during little Italy Days, commencing on August 18, 2021 and ending on August 21, 2021.

19 The Festival will go on regardless of weather. No refunds will be given for any reason. We reserve the right to change the date, time and venue due to unforeseen circumstances.

20 Postponement If Bloomfield Little Italy Days is unable to open the Festival as herein provided, or is compelled to postpone or relocate said Festival on account of strikes, fires, casualties, acts of God or other causes beyond Bloomfield Little Italy Days's control, then it shall not be in any manner financially liable to Exhibitor. If the Festival is postponed and the exhibitor is unable to participate on the rescheduled date, any monies paid can be applied to any future festival or event held by the Producer of Bloomfield Little Italy Days.

21 Liability and Indemnity Bloomfield Little Italy Days will not in any way be liable for both personal and/or property injury that may occur to an Exhibitor, its employees or its agents, nor for the safety of any exhibit against accident or any other destructive causes. The Exhibitor shall indemnify and hold harmless the Bloomfield Little Italy Days from and against any and all claims, liabilities, losses, costs, damages, expenses, including reasonable attorney's fees, obligations or charges of any kind whatsoever made against or suffered by Bloomfield Little Italy Days in any way connected with or relating to the Exhibitor's participation in Bloomfield Little Italy Days.

Exhibitor agrees that whenever an attorney is retained by festival management, to represent the interest of festival management in any civil or criminal proceeding, arbitration or mediation hearing, arising out of the terms of this Agreement or any disputes regarding payments due, contract view differences, participation difficulties, suits arising from exhibitors display from the negligent or intentional act of the exhibitor, or any other legal action, including arbitration and mediation hearings, hereunder, all attorney and court fees (both management and exhibitor's) shall be payable by the exhibitor.

22 Payment Participant must include all fees with registration form.

Please make paid-in-full checks payable to:

Bloomfield Little Italy Days Inc. and Mail to 428 Forbes Avenue, Suite 1509, Pittsburgh, PA. 15219.

We also accept Master Card and Visa, a 3% surcharge will be applied to all credit card payments .

Charges will show on your credit card statement as *Pgh Wedding and Event Services*

In the event of a participant cancellation, the fee is not refundable.

Applications can also faxed to 412-697-1409

For information or questions, please contact:

Sal Richetti at 412.377.2923 or info@LittleItalyDays.com

This Agreement shall be governed in accordance with the laws of the State of Pennsylvania.

Vendor applicant acknowledges having read and understood the terms and conditions of this Agreement as SET FORTH IN THIS DOCUMENT AND AGREES TO ABIDE BY ALL TERMS, CONDITIONS AND RULES AS SET FORTH IN THIS AGREEMENT, AS WELL AS ANY NEW OR ADDITIONAL RULES WHICH MAY BE MODIFIED OR LATER REQUIRED.

Applicant Signature _____ Date _____
(Even without a signature, you are agreeing to the terms of the contract by participating as a vendor.)

Bloomfield Little Italy Days Inc. _____ Date _____