

FOOD VENDOR APPLICATION

EVENT LOCATION

Equestrian Center of Harford County				
608 N Tollgate Rd Bel Air, MD 21014				
FESTIVAL HOURS				
Friday, September 29	5:00PM - 11:00PM			
Saturday, September 30	11:00AM – 11:00PM			
Sunday, October 1	11:00AM - 7:00PM			
The undersigned hereby applies for space as a vendor at the 1st Annual Maryland Italian Festival. Please complete and return this form along with payment requirements. This Agreement is entered into this day of,, by and between The Society of Italian American Businessmen, Inc. d/b/a The Maryland Italian Festival (hereafter "SIAB" or "The Maryland Italian Festival"), and ("Vendor").				
CONTACT INFORMATION				
Business Name:	Contact Name:			
Address:	City:	State/Zip:		
Phone Number:	Fax Number:			
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Email:				
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BOOTH FEE				
\$1,500.00				
Due in full with application				
Fee per 10' x 10' tent food booth includes (1) 10 x 10 tent, electricity.				
CART FEE				
\$600.00 Due in full with application				

Per cart (mobile cart, capable of being moved by one person)

^{*}Space size for each booth, unless otherwise approved in writing by The Maryland Italian Festival and paid for by Vendor shall be 10 feet by 10 feet and for each cart shall be 5 feet by 8 feet.

MENU		
FOOD ITEM:	PRICE:	
FOOD ITEM:	PRICE:	
FOOD ITEM:	PRICE:	
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PAYMENT IS DUE IN FULL

Full payment is due with application.

Payment for booth/cart is to be made by check, credit card, money order, cashier check or cash.

ELECTRICAL REQUIREMENTS

- Food vendor electric includes (1) 20 amp 110 volt (2 outlets one for lighting, one for cooking).
- Each additional 20 amps is an additional \$75.00.
- Cart vendor electric includes (1) 20 amp 110 volt (1 outlet).
- Please include any additional electrical fees in your booth/cart fee payment.

NO. OF OUTLETS:	VOLTS:	AMPS:	
NO. OF OUTLETS:	VOLTS:	AMPS:	

SIGN REQUIREMENTS

Please make sure your overhead sign is secured properly above your booth.

^{*}No Liquid of any type shall be sold, distributed or in any way disseminated without express, prior written consent of Festival. Vendor shall not sell, distribute or in any way disseminate alcoholic beverages.

^{*}PLEASE NOTE: If electric is not ordered beforehand you will not be able to purchase it onsite.

VENDOR REQUIREMENTS

Upon execution by both parties this application will become a binding Agreement. There will be no generators, trailers, vans or other such mechanical devices allowed unless prior written approval has been given by The Maryland Italian Festival.

- 1. At The Maryland Italian Festival on September 29 October 1, 2023 Vendor will:
 - a. Sell only the menu item listed in this contract.
 - b. Product can only be sold from <u>cart/booth</u> locations only. No stadium-type vending will be allowed.
 - c. Pay for any necessary governmental permits and meet all prevailing health and fire codes.
 - d. Fulfill all State Sales Tax responsibility with regard to the menu items sold.
 - e. Serve quality food in a clean, prompt professional manner.
 - f. Ensure that any and all food units compliment the Festival atmosphere.
 - g. Ensure all employees are uniformed in neat, clean apparel

INSURANCE INFORMATION

Vendor shall procure and maintain for the term of this Contract, at its own expenses, Comprehensive General Liability insurance including product liability coverage. Each form of insurance shall provide coverage in the amount of \$1,000,000.00 per person, \$1,000.000.00 per occurrence, and shall include property damage and will name as an additionally insured with respect to the operations of the Vendor. PLEASE LIST THE FOLLOWING:

The Society of Italian American Businessmen, Inc. ("SIAB") P.O. Box 1844 Bel Air, MD 21014 Harford County Government 220 South Main Street Bel Air, MD 21014

Description of Operations: Harford County a body corporate and politic of the State of Maryland, and it's elected and appointed officials, agents, officers, employees, and volunteers as insured, and the Equestrian Center of Harford County, Inc.

Vendor agrees to indemnify and hold harmless The Maryland Italian Festival, its respective officers, directors, employees or agents with respect to the operations of the Vendor from any and all liability to any person, firm or corporation which may be incurred as a result of the installation and operation of Vendors booth(s) or cart(s) and any of the items sold at such location. The Vendor will further indemnify and save harmless The Maryland Italian Festival, it's respective officers, directors, employees or agents with respect to the operations of the Vendor, from any and all liability to any person, firm or corporation for or by reason of any act or omission of Vendor or its officers, directors, employees or agents and all manner of actions, suits, damages or claims whatsoever.

On or before, September 1, 2023, Vendor must submit to the Festival evidence of the required insurance by way of a Certificate of Insurance (COI) covering The Maryland Italian Festival, with respect to Vendor operations and setup for the dates of September 28, 2023 through October 1, 2023, only as additionally insured. Such insurance coverage shall not be impaired or altered without thirty (30) days prior written notice to The Maryland Italian Festival and the COI shall so state.

The Maryland Italian Festival shall not be responsible for any damages, accidents, or injury that may happen to Vendor or its employees or agents, spectators and any and all participants and/or its property from any cause whatsoever arising out of or resulting from the festival operations. Vendor hereby releases and holds harmless The Maryland Italian Festival, from and agrees to indemnify them against any and all claims for such damage, accident or injury.

VENDOR GENERAL TERMS

- 1. The locations of booth or cart(s) shall be as directed by the Festival.
- 2. Vendor will erect its equipment on Thursday, September 28, 2023 and complete installation no later than noon, Friday, September 29, 2023. If Vendor is not setup by the aforementioned time, the Vendor will not be permitted to setup thereafter and will forfeit all moneys paid hereunder and provisions of Paragraph 9 of this contract shall apply. Vendor shall not dismantle sooner than the close of the event on Sunday, October 1, 2023 and no later than 4 hours afterwards.
- 3. All signs for carts must be a part of or affixed to cart(s). All cart signs must be approved by the Festival.
- 4. The parties hereto agree to execute any and all reasonable documentation necessary to carry out the terms of this agreement.
- 5. All notices required or permitted under this Agreement shall be in writing and shall be deemed properly given if delivered personally, by overnight carrier, or sent by certified or registered mail, postage prepaid, return receipt requested, to the party to whom notice is being sent at such party's address as either set forth in this Agreement, or at any other address designated by either party by notice pursuant to this paragraph.
- 6. No waiver by the Festival or Vendor of any breach of any term or covenant contained in this Agreement shall operate as a waiver of such term or covenant itself, or of any subsequent breach thereof.
- 7. The Maryland Italian Festival reserves the rights to eject any objectionable person or person from the Festival. Upon the exercise of this authority, the Vendor hereby waives any right of claim for damages against The Maryland Italian Festival, it's respective officers, directors, employees and agents.
- 8. Vendor shall not dump grease and/or other substances into sewer systems and/or on the ground. Vendor shall be responsible for any cost of whatever cleanup is necessary including those by the venue in connection to the waste water treatment plant. In the event that grease and/or other substances are improperly disposed of or suspected to be improperly disposed of Vendor shall be solely responsible for the cost of cleanup and any penalties or fines. Vendor shall indemnify The Maryland Italian Festival it's respective directors, officers, agents and employees against any liability therefore.
- 9. Any violations or infractions of the terms of this Contract or, other policies of The Maryland Italian Festival pertaining to the Festival will result in the immediate termination of this Contract and the removal of the Vendor from the Festival area with no refund of any fees or deposits paid by the Vendor and no liability of any kind on the part of the Festival. Whether or not a violation has occurred shall be at the sole discretion of Festival and will be binding on the Parties. Any waivers of any single condition or conditions of this Contact shall not affect the force of the remainder of this Contract.
- 10. In the event of any default by Vendor, including, but not limited to, the Vendor withdrawal from the event for any reason and at any time, the parties acknowledge it would be impossible to ascertain the amount of damages suffered by Festival, and therefore the parties agree that in the event there is such a default, all deposits or advances paid hereunder by Vendor shall be retained and accepted by the festival as liquidated damages and as the Festival sole and exclusive remedy. The parties acknowledge and agree that such monies constitute a reasonable amount of liquidated damages. Notwithstanding the foregoing, same will not be deemed to apply with respect to a default by the Vendor in carrying out its duties at the event itself, in which the Festival may pursue all remedies and claims for damages as provided by law.
- 11. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 12. The rights and duties of the parties under this Agreement shall be governed by the laws of the State of Maryland, the County of Harford and the Town of Bel Air.
- 13. The designation The Maryland Italian Festival and Vendor, as used herein, shall include the parties,

their heirs, successors and assigns and shall include singular, plural, masculine, feminine, or neuter as required by context.

- 14. Vendor may not sub-lease or assign this Agreement to another party.
- 15. Vendors are required to utilize The Maryland Italian Festival tent and fence.
- 16. Payment of booth and any additional rentals must be made by Check, Money Order, Cashier's Check or Credit Card.
- 17. Refund Policy: There are no refunds due to but not limited to vendor cancellation, sale of vendor business, vendor business closure, weather, environmental, ecological or natural occurrences, act of God, terrorism, Pandemics, etc.
- 18. The Parties acknowledge that VENDOR is an independent contractor. VENDOR shall hold harmless THE MARYLAND ITALIAN FESTIVAL against any and all claims for taxes, penalties and interest

This APPLICATION/AGREEMENT is executed as below.

DATED this _____ day of, 2022/2023.

VENDOR	THE MARYLAND ITALIAN FESTIVAL		
PRINT	ELIO SCACCIO		
SIGNATURE	SIGNATURE		

MEMO TO THE MARYLAND ITALIAN FESTIVA FOOD VENDORS

Welcome to The Maryland Italian Festival! We would like to advise you of some requirements that you will need to follow to insure a smooth and successful event for everyone:

- 1. Please be sure to cover the area within and around your 10' x 10' food booth. We recommend roofing tar paper as it protects against oil spills.
- 2. Please provide your own **heavy-duty trash pail and trash bags**. You are to place the bagged trash behind your booth and the event team will pick it up throughout the day.
- 3. Please breakdown boxes, place them behind the booth and the event team will pick-up throughout the day.
- 4. Extension cords must be approved for outdoor use and be at least 12 gauges.
- 5. Every vendor needs to have a fire extinguisher within the booth. A 40 # Class A or Class B extinguisher is required. If you are frying, you will need a Class B extinguisher.
- 6. VENDOR SETUP IS THURSDAY, SEPTEMBER 28, 2023 FROM 9:00 AM TO 5:00 PM. ALL SETUP MUST BE COMPLETED BY NOON ON FRIDAY, SEPTEMBER 29, 2023.
- 7. The Health Department will be inspecting at **Noon on Friday**. Please see attached Memos regarding Health Department and Fire Department requirements.
- 8. There will be **no** truck parking adjacent to your booth. Bring a hand truck to assist you in restocking your booth.

FIRE ORDINANCES

- 1. Fire inspectors will be on hand to check your setup and assist you with any fire safety problems.
- 2. Fire Extinguishers Type Class A are preferred. If you are frying, please use Class B extinguishers. Fire Extinguishers shall be of at least 5 lb. capacity. **Be sure it is charged and currently inspected.**
- 3. Clear vinyl along the sides of your tent should <u>NOT</u> be used in your decorating. Make sure anything you use for decorating is fire-proof if it is anywhere near a cooking source.
- 4. Propane tanks must have a current inspection date. Any tanks filled onsite must utilize a scale. All tanks must be 10 feet from heat source.
- 5. Propane tanks <u>MUST BE protected and SECURED</u>, i.e., placed in a milk crate or tied down in some fashion (tied to the polls of the back of the tent is acceptable) so they cannot tip over. A wood frame would also be acceptable.
- 6. If there is a fire lane behind or in front of Tent, the <u>FIRE LANE MUST BE CLEAR AT ALL</u> TIMES.

HEALTH ORDINANCES

Please be advised that the Health Department will be making its inspections at <u>Noon on Friday</u>, <u>September 29, 2023</u>. The Health Department will require:

- 1. There must be hand-washing facilities in all tents that are serving food and food stuffs. This, at the very least, will be a two-gallon water container with a spicket (can be purchased at most supermarkets). A bucket that can hold more than 3 gallons is necessary to catch the grey water used in washing hands. GREY WATER IS TO BE DISPOSED OF PROPERLY. Any grease MUST be disposed of properly. At least one gallon of back-up water is to be on hand at all times. This can be refilled from the City Water system. Vendor should have pump liquid soap and disposable paper towels to assist in cleaning hands. Employees should be asked to clean their hands upon arrival to your booth. Hands should be washed frequently and especially after cigarette breaks, touching hair, face, trash, etc. FOOD GLOVES BE WORN BY ALL PERSONNEL WHO HAVE CONTACT WITH FOOD.
- 2. Another bucket with water and <u>bleach</u> (or acceptable sanitizer) should be on hand to assist in wiping down serving and cooking areas. This is for wiping down food service areas; NOT for cleaning equipment. Equipment should be cleaned at Vendor's commissary.
- 3. PLEASE DO NOT wash your utensils at the end of the night over the GREASE INTERCEPTORS. Your utensils and cookware <u>MUST be washed in a three-compartment sink with hot and cold running water!!</u> PLEASE do not dump unused food in the grass or sewers.
- 4. Sneeze Guards Vendors must use sneeze guards to protect any exposed food cooking areas and serving areas.
- 5. You should have extra utensils on hand to replace any cooking utensils that are dropped or have become too soiled to continue to use.
- 6. The inspectors are going to be checking closely your holding temperatures, means of refrigeration and temperatures at cooking. Foods must be kept below 41 degrees or above 140 degrees.
- 7. All ice in coolers MUST BE DRAINED ICE and drained water is to be caught in a pail and disposed of as grey water.
- 8. NO SMOKING is permitted in food areas or while working with food

VENDOR CHECK LIST

Please return the following items upon receipt in order to be considered for your participation in the THE MARYLAND ITALIAN FESTIVAL:

- 1. Completed signed vendor application Please include menu items and prices.
- 2. Total Booth Fee Due \$1,500.00 (Cashiers Check, Money Order, Check or Credit Card are accepted)
- 3. Total Cart Fee Due \$600.00 plus any additional rentals requested (Cashiers Check, Money Order, Check or Credit Card are accepted)
- 4. Photo of Booth and/or Cart
- 5. Certificate of Insurance with the necessary additionally insured. Due on or before September 1, 2023.

MAIL COMPLETED CONTRACTS TO:

ALL COMPLETED, SIGNED APPLICATIONS CAN BE:

Emailed: Elioscaccio@icloud.com/Mailed(with check): The Maryland Italian Festival, P.O. Box 1844, Bel Air, MD 21014



CUSTOMER CREDIT CARD PAYMENT INFORMATION CONFIDENTIAL INFORMATION

CARDHOLDER'S BILLIN	G ADDRESS		
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ADDRESS:			
//DDRIGO.			_
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3.5% service fee): \$	ais you have requested	. Hease hole ally cle	san cara charges will include a
Cardholder Signature:	Dato:		

☐ ENCLOSED IS MY CHECK, PAYABLE TO SOCIETY OF ITALIAN AMERICAN BUSINESSMEN FOR FULL PAYMENT

ALL COMPLETED, SIGNED APPLICATIONS CAN BE:

**There are no refunds due to but not limited to: vendor cancellation, acts of God, terrorism, etc.

Emailed: Elioscaccio@icloud.com / Mailed (with check): P.O. Box 1844, Bel Air, MD 21014 Additional Questions? Contact: Elio Scaccio 410-206-8818