

**The Chowder & Wine Tasting Festival
Artist & Craft Exhibitor Event Contract**

Los Angeles
San Pedro - Cruise Terminal #3
May 17.20, 2018

San Diego
B Street Cruise Ship Terminal
June 7-10, 2018

This event is limited to the first 100 - 10' x 10' booths, or larger sizes comprised of multiple 10' x 10' booths received with payment to participate in each event city.

Please submit application and payment to:

Food Art Beverage Events LLC
c/o: Chowder & Wine Tasting Festival
550 West B Street
Fourth Floor
San Diego, CA. 92101

GENERAL INFORMATION

BUSINESS NAME _____

DBA _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____ FAX _____

PRIMARY CONTACT (full name) _____

E-MAIL _____

PHONE _____ FAX _____

SECONDARY CONTACT (full name) _____

E-MAIL _____

PHONE _____ FAX _____

We Would Like to Participate in:

The Los Angeles Event- May 17-20, 2017 : X _____

The San Diego Event- June-7-10, 2017 : X _____

PLEASE NOTE:

All participating Artist & Craft Exhibitors are required to provide sufficient staff persons for each of the seven event sessions. All participants are required to provide a certificate of insurance indemnifying, Food Art Beverage Events LLC and the respective Venue of all liability at the event.

Artist & Craft Exhibitors are required to manufacture their own products and MUST have been Juried at a minimum of Three Art and or Craft shows within the past two years.

Exhibitor Information

Product or Service Offered:

Booth Size Requested: 10' x 10' _____ 10' x 20' _____ 10' x 30' _____
(at \$375 SD Outdoor & 10' x 40' _____ 20' x 20' _____ 20' x 30' _____
\$575 Indoor in both cities) # of Corners at \$150 per corner _____

List three Juried Shows that you have exhibited in within the past two years:

#1. _____

#2. _____

#3. _____

Website: _____

EXHIBITOR PACKAGE INCLUDES

Booth: The Selected INDOOR or OUTDOOR exhibit booth above. Each booth will have a 8' tall blue and white back drape. Name signs will be provided, yet if you would like to hang a banner that is no wider than ten feet, this banner can be installed by the event decorator. If you are in need of a banner, please contact us for referral to supplier references. OUTDOOR BOOTHS ARE FOR SAN DIEGO ONLY !!! We have ample indoor space in Los Angeles so there will be no Artists Outdoor space.

Electricity: One (1) 20 Amp 110v. For 500 watts max power per 10' x 10' booth. If you require more than the provided hook up, you must contact the electrician named in the exhibitor packet to supply your additional needs and will be responsible for any additional costs.

Tables & Chairs: Tables will be on site for you to use if you require and two chairs and a waste basket will be provided for each exhibitor irregardless of booth size. If you require more than the

provided amount you must contact the decorator directly for additional needs and will be responsible for any additional costs.

Security: There will be 24hr roaming security starting at Noon Wednesday of each event week and ending on the following Monday at Noon. Valuables should be removed at night. Food Art Beverage Events LLC, the Venue or any event suppliers will not assume responsibility for lost or stolen items.

Parking: One (1) parking pass accommodating a standard size vehicle located on the event pier in San Diego and at the venue in Los Angeles. Additional parking passes are available at an additional charge of \$40 with a request and a check for the number of additional passes requested. Pass requests are limited in San Diego and will be filled as space allows on a first come, first served basis. Passes in Los Angeles are limited to two additional passes per exhibitor.

Badges: Each Artist will be provided with two admission badges to the event for staff per 10' x 10' and four complementary Staff tickets to the event as a part of your booth package.

Artist & Craft Exhibitor Booth Fees

\$595.00 Per 10' x 10' for INDOOR Space and/or \$395 per 10' x 10 for OUTDOOR space / Per Event for each event in each city; and \$150.00 per corner both. Please pay by Credit Card online at www.ChowderFestival.com (No Credit Card Fees, so you can get rewards points from your Credit Card company) or please make checks payable to:

Food Art Beverage Events LLC. - Chowder & Wine

This check (or online confirmation) must be sent to the address listed on the front page of this agreement with the signed original copy of this Application. **This event is limited to the first 100 (One Hundred) booths in the Artist & Craft Exhibitor category for each city on a first come, first paid basis.**

This Service Agreement is made and entered into by and between Food Art Beverage Events LLC hereinafter referred to as FABE, whose address is 550 West B Street, Fourth Floor., San Diego, California 92101, and:

Here in after referred to as "Vendor" for The Chowder & Wine Tasting Festival, occurring May 17-20, 2018 at Cruise Terminal #3 at the Port of Los Angeles in San Pedro CA. and on June 7-10, 2018 at The B Street Cruise Terminal in San Diego CA., here after referred to as the "Event"

FABE and Vendor agree as follows:

1. Booth Fees

100% of the Booth Fee Must be paid at time of application submission.

2. Signage

As a restaurant Vendor you are required to comply with signage guidelines for all banners displayed at your booth to be no larger than the back drape of your booth (8' x 8').

3. Term and Termination

This Agreement shall commence upon execution by both parties and shall terminate upon the fulfillment of both parties' obligations hereunder with respect to The Festival Dates.

4. Indemnification

Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party") from and against any loss, claim, liability, damage, costs or expense of any kind

(including reasonable attorneys' fees) which arise out of any actual or alleged acts or omissions by the Indemnifying Party, its employees, agents and representatives.

5. Insurance and Additional Insured/Release and Waiver/Assumption of Risk

Vendor agrees to maintain its own insurance policy for Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence and aggregate during the term of the Event. The Comprehensive General Liability Insurance policy shall name Food Art Beverage Events LLC and either The Unified Port of San Diego and/or The Port of Los Angeles as additional insured. Vendor shall submit this certificate of additional insured to FABE no later than 30 days prior to each event. If Vendor does not have or is unable to attain such insurance, Vendor releases, covenants not to sue, and holds harmless FABE, its administrators, directors, agents, officers, volunteers, and employees from any and all liability, losses, claims, demands, costs or damages that may result from providing vendor service at the Event. Furthermore, Vendor assumes liability for any and all FABE property that is used by Vendors employees. If any said property sustains damage or loss as a result of use – Vendor agrees to assume financial responsibility for the repair or replacement of the same. The parties agree to this release. Its contents have been fully read and understood.

VENDOR INITIALS _____

6. Auto Liability Insurance

Vendor agrees to maintain Auto Liability Insurance, which is to include non-owned auto liability for vehicles used in their operation as respects to the event.

7. Workers Compensation

Vendor maintains that applicable Workers Compensation Insurance required by law will be in force during the term of this agreement for all of its employees working at the Event.

8. Attorneys Fees

If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

9. Compliance

If a Vendor fails to comply with any of the items as listed FABE can revoke your participation without a refund.

10. Environmental Leakage

Since we are holding these events at Cruise Ship Terminals, there are strict environmental controls regarding fluid leakage from vehicles, cooking oils, gray or black water, and many other substances that could contaminate the waterways that these venues are situated by. Please make sure that there are NO Leaks from your vehicles or anything else that you would use at the event that cannot be disposed of through normal sewer drains at the event venues or large fines may be issues to any exhibitor that creates a leak that may contaminate the waterway. These are Port rules that must be adhered to and we have no say in the matter.

11. Force Majeure. Either Party to this Agreement shall not be liable for any failure of; or delay in the performance of this Agreement for the period that such failure or delay is A. beyond the reasonable control of a party, B. materially affects the performance of any of its obligations under this agreement, and C. could not reasonably have been foreseen or provided against.

I, an authorized company agent, agree to the terms and conditions outlined above.

Vendor:

Signed: _____

Name/Title: _____

Date: _____