

The Chowder & Wine Tasting Festival

Restaurant Application

Los Angeles
San Pedro - Cruise Terminal #3
May 7-10, 2018

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

This event is limited to the first 60 (Sixty) Applications received with payment to participate in each event city on a first received basis.

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 Restaurants are required to provide a minimum of two staff persons for each of the seven event sessions. Additional help from event volunteers will be available for each session. Additional health Department Permit fees will be billed separately unless a copy of your one time or annual event permit is attached to this application. All participants are required to provide a certificate of insurance indemnifying, Food Art Beverage Events LLC and the respective Venue/Port District of all liability at the event.

MENU INFORMATION

Each participating restaurant is required to provide a minimum of 18 (twenty) gallons of Chowder ONLY (No Other Menu Items) for each of the seven event session for a total of 126 (one hundred twenty six) gallons of Chowder for each event (if signing up for both SD and L.A.)

Since there will be a "People Choice Best Chowder Ballot" which will award winner with an Award Plaque for display at your restaurant, please list the names of the Chowders that you will be serving at the event:

Chowder # 1 _____

Chowder # 2 _____

Are either of these chowders Vegetarian, Vegan or Gluten Free?

RESTAURANT PACKAGE INCLUDES

Booth: One (1) 8' wide by 10' deep INDOOR exhibit booth in one of the restaurant exhibit rows located within the event venue. Each booth will have a 8' tall blue and white back drape. Restaurant name signs will be provided, yet if you would like to hang a banner that is no wider than eight feet, this banner can be installed at the event by your staff or the event decorator. If you are in need of a banner, please contact us for referral to supplier references.

Electricity: Two (2) 20 Amp 110v. 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.

Consumables: 320,000 three ounce condiment cups, spoons, recyclable beverage tasting cups and napkins and a hand held "boat" for attendees will be provided by Food Art Beverage Events LLC for use at the event. A cracker and bread sponsor is being sought, however is you have specialty crackers or breads that you would like to use, please plan accordingly to supply these at your option.

Sanitation: Use of any of the sanitation stations with three-compartment sinks for ware washing and potable water.

Tables: One (1) 8' table topped and skirted, and One (1) 6' table non skirted. 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 Restaurant will be provided with four admission badges to the event for event staff and Four complimentary Staff tickets to the event as a part of your booth package.

CHOWDER SAMPLING TOKEN POLICY

1. Restaurants will collect a sampling token for EACH 3 ounce Chowder Sample served to event attendees.
2. Restaurants will receive \$1.00 (One Dollar) for each sampling token collected.
3. Tokens will be collected in a five gallon bucket with a zip tied lid that has a cut out in the lid to insert the tokens.
4. The token bucket must be located in the center of your 8' table.
5. Booth staff must either physically insert the sampling token give to you by attendees into the bucket or watch the token being inserted by the event attendee.
6. Tokens will be collected at the end of each day by event staff and batched by day for token counting.
7. At the end of the event, Food Art Beverage Events LLC will count each days batch to determine the amount of money to be paid to each Restaurant for the samples that have been served at the event.
8. There will be three colors of Carnival Script Style Tokens that will be different colors for each event. One color will be for Chowder ONLY, One Color will be for VOLUNTEERS and Complimentary Tickets ONLY and One Color will be for additional token purchase for event attendees and will be good for either Chowder or Beverages served at the event/ or for Non Alcohol Consuming Admission Attendees to the event.
9. Volunteer and Complimentary Admission Tokens will not be included in the \$1.00 reimbursement program for Chowder sampling.
10. One week after completion of the event and all tokens have been counted, a check will be issued to each Restaurant for payment of the \$1.00 sampling token sharing/reimbursement.
11. Any costs incurred by the event for any health department event permits or fees that have not been paid or provided by the participating restaurants will be deducted from this sampling token payment issued to participating restaurants.

Restaurant Booth Fees

\$995.00 is due at the time of signing up for this event **AND** One \$50 Restaurant Gift Certificate (Charity Letter Provided for Tax Deduction) for Hourly Door Prize and Charity Auction Purposes. Payment can be made online at www.ChowderFestival.com without incurring any credit card fees so that exhibitors can obtain award points from their credit card companies. Or you may pay by check. Please make checks payable to:

Food Art Beverage Events LLC. - Chowder & Wine Tasting Festivals

Please send the check to to the address listed on the front page of this agreement with the signed original copy of this Application. Payments made online acknowledge complete agreement with the terms of this contract. . **This event is limited to the first 60 (Sixty) Applications received with payment to participate in each event city.**

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, here after referred to as the "Event":

FABE and Vendor agree as follows:

1. Booth Fees

50% of the Booth Fee Must be paid at time of application submission and 50% is due 45 days prior to the event opening date.

2. Menu Compliance

Vendor agrees to supply a minimum of 140 gallons of Chowder in 20 gallon increments for the seven event tasting sessions and to maintain consistent chowder menu tasting option(s) for/across the event that will be published in our marketing materials and promoted via our media channels.

3. 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').

4. Token Program

As a restaurant Vendor, you agree to fully comply with the Token Policy described in this application.

5. Equipment

Vendor agrees to bring or rent any and all necessary equipment for the Event at his or her expense. Vendor will provide a list of all cooking and other powered equipment, showing operating voltage/ampereage or the type of equipment used by **with your 50% second payment that is due 45 days prior to the event opening date.**

6. Mandatory Use of Service Ware

FABE requires the use of provided service ware by all vendors on site.

7. 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.

8. 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, or for the cancellation or rescheduling of the event for acts of god, insurrection, government orders/need or any other reason.

9. 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 Post of Los Angeles as additional insured. Vendor shall submit this certificate of insurance 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, and the event venues, 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 by initialing here:

VENDOR INITIALS _____

10. 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.

11. 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.

12. 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.

13. Compliance

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

14. 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.

15. Health Department Requirements:

Vendor is responsible for providing a copy of any annual event permit or a temporary event permit for participation in the event to FABE prior to the opening of the event that is required by any local public health department for operation at the event. If FABE doesn't receive a copy of this permit at least 25 days prior to the event, FABE reserves the right to obtain the permit from the Health Department on your behalf and deduct the permit costs plus any actual costs incurred for the issuance of the permit from the chowder payback to you as an exhibitor in this event. Food handler cards are exempt from this provision as long as each employee or new employee working for the vendor is in compliance with local food handler requirements.

17. 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.

18. EARLY BOOTH CLOSURE OR MOVE OUT FINES

NO EXHIBITOR may close down their exhibit booth more than Ten Minutes Before the scheduled closing time of each event day; AND cannot begin packing up to leave on the last day of the event before Fifteen minutes before the scheduled closing time of the event on closing day. You as an exhibitor have paid a booth fee to participate in this event to reach the attendees of our event. Our event attendees have paid an admission fee and have traveled in many cases over one hour to attend the event and they expect the event to be operating for the advertised hours. When exhibitors close down early, they are both short changing their business from obtaining sales from attendees, damaging the event in they eyes of the attendees and are damaging your fellow exhibitors that have also paid and expect the show to be operating for the advertised hours of the event. Any Exhibitor that closes their booth early, Without the express written consent of the Show Manager or Assistant Manager in the case of an emergency situation or necessary prior approval, will be find \$250.00 for each occurrence. DON'T COMPLAIN ABOUT IT !!! IF YOU DON'T CLOSE EARLY, THEN YOU WON'T BE FINED !

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

Vendor:

Signed: _____

Name/Title: _____

Date: _____