



FOOD TRUCK APPLICATION: FOOD TRUCK FESTIVAL AT THE MOUNT JUNE 23rd & 24th

FOOD TRUCK NAME: _____

CONTACT NAME: _____ CONTACT PHONE NUMBER: ____ - ____ - ____

CONTACT STREET: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT EMAIL: _____

NATURE OF FOOD ITEMS TO BE SOLD: _____

LENGTH OF FOOD TRUCK (INCLUDING TONGUE) _____

SERVICE WINDOW: DRIVERS SIDE **OR** PASSENGER SIDE

GENERATOR OR EXHAUST: DRIVERS SIDE **OR** PASSENGER SIDE **OR** TRADITIONAL REAR

ANTICIPATED LOAD IN TIME: (June 22nd 5-9pm OR Saturday June 23rd before 10AM) _____

LIST ALL SOCIAL MEDIA LINKS:

FACEBOOK: _____ TWITTER: _____ INSTAGRAM: _____

MENU ITEMS TO BE SERVED & PRICES: (You may also attach your menu and prices. Items not given in advance will NOT be eligible for sale)

I have read and understand and will abide with Food Truck Festival at Mount Loretto general information, procedures, rates and conditions.

By signing this application, I acknowledge that the Festival is subject to various weather conditions and state and federal safety and health regulations. No refund of application fees. Exhibits must remain open until closing.

In addition to filling out the above application I have also filled out the enclosed vendor agreement and have my insurance certificate listing the appropriate entities as additional insured ready to submit.

Applicant Signature: _____ Date: _____

Please Print Name: _____



The above named has read and understands the general information, procedures and conditions and seeks admission as a concessionaire.

PRcision LLC, reserves the right to refuse any application. Submission of this application does not guarantee a space.

FOOD FESTIVAL AT THE MOUNT FOOD VENDOR AGREEMENT

This Vendor Agreement is made effective as of May 1st 2018, by and between PRcision LLC, and _____ herein called "the vendor".

WHEREAS, the PRcision LLC is the Organizer and renter of Mount Loretto located at 6581 Hylan Boulevard, Staten Island, New York 10309 (herein after referred as the 'Property'), where the Food Truck Festival will be conducted; and

WHEREAS, the vendor is engaged in the business of food.

NOW, THEREFORE, it is agreed that:

PURPOSE. PRcision LLC agrees to provide The vendor space to conduct The vendor's business in Mount Loretto, at the Food Truck Festival. The vendor's use of PRcision LLC's property is limited to the space selected by PRcision LLC as identified prior to the event. In general, The vendor is guaranteed space for a food concession stand each day. The vendor accepts the opportunity to participate as a vendor at the Food Truck Festival commencing on June 23rd and ending on June 24th 2018. The vendor hereby accepts the following listed conditions and limitations.

HOURS OF OPERATION. The Food Truck Festival shall remain open from 12pm to 8pm each day the Event is in progress, unless PRcision LLC notifies The vendor of other hours of operation.

INSTALLATION AND TEAR DOWN. The vendor has the ability to set up its location as between the hours of 5pm-8pm Friday, June 22nd, but **NO LATER** than 10am on Saturday, June 23rd. **PLEASE FILL IN YOUR LOAD IN TIME IN THE SPACE AT THE END OF THIS AGREEMENT.**

The vendor shall remove his/her facilities for sale from the Property no later than 10PM on Sunday, June 24th

PAYMENT. The vendor is provided with the Space in the Property in exchange for \$500 (\$250 per day per spot) to be paid upon signing this Agreement via Credit Card. Space locations will be assigned by PRcision LLC and provided to The vendor in advance of the Event. In addition, generators are available to rent at a rate of \$250 for the weekend should you need one, there will not be electricity available for use.

Please note all participants will be issued a letter for tax write-off purposes as your fee is a donation and as a result is 100% tax deductible.



APPEARANCE. The vendor is responsible for cleaning and maintaining the Space provided in an organized and neat manner. This responsibility includes The vendor's responsibility to remove bulk trash. Should The vendor fail to keep the Space in an orderly manner will result in additional removal fees.

EXTRA SERVICES. PRcision LLC is not obliged to provide telephone, water, electrical and drain services to The vendor. The vendor shall also be responsible for payment of other charges like, electricity charges, water charges, taxes, etc. to the concerned authorities.

DISPLAYS AND SIGNS. All displays in the property must be free standing. Nothing may attach to walls or columns of the property by any means at all. Signs must be free standing. Signs should not block other vendor's shops. Signs may not attach to the walls or columns of the property

QUALITY PRODUCTS. The vendor shall ensure proper quality of the products sold. The vendor shall comply with all applicable laws as to vendor's sales.

EMPLOYMENT OF STAFF. The vendor will employ adequate staff at The vendor's own cost in order to operating the Space provided by PRcision LLC.

FOOD AND BEVERAGES. We will work to ensure that there are no duplicate menu items at the event.

INSURANCE. The vendor is solely responsible to obtain insurance coverage on property brought into the Property. The vendor assumes full responsibility for items left in the facility. PRcision LLC accepts no liability for lost, stolen or damages property and is not required to carry additional insurance to cover The vendor's property. Insurance certificate must be provided naming the following: PRcision LCC and is officers, MIV Archdiocese of New York, His Eminence Timothy Cardinal Dolan, and Mission of the Immaculate Virgin.

INDEMNIFICATION. The vendor agrees to indemnify and hold PRcision LLC, MIV Archdiocese of New York and His Eminence Timothy Cardinal Dolan, and Mission of the Immaculate Virgin harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against PRcision LLC that result from the acts or omissions of The vendor and/or The vendor's employees, agents, or representatives. PRcision LLC shall be solely responsible for insuring all applicable laws are followed and complied with in selling and presenting PRcision LLC's products and services at the Event.



DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 1 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control

("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non- performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise



mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of New York.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

ASSIGNMENT. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be signed on behalf of PRcision LLC by Anthony Rapacciuolo, Owner and on behalf of an authorized representative of the vendor, and shall be effective as of the date first written above.



Organizer: PRcision LLC

By: _____

Anthony Rapacciuolo

Event Producer

Vendor Name: _____ Authorized Signature: _____

Printed Name: _____ Date: _____

Generator /Power Line Requested: _____

Payment May Be Made Online By Visiting: <https://mountloretto.org/event/food-truck-festival> or by filling out the credit card payment form below. Please note all applications will be processed on a first come first served basis and applications submitted without payment will be considered null and void. Further, given the caliber of our event we reserve the right to refuse any application that we do not feel is in line with our overall event.

PAY BY CREDIT CARD

By supplying the following information, your credit card will be charged for the full fee, as per your application.

Business Name: _____

Please Circle: Visa/MasterCard/American/Express Discover

Name on Credit Card: _____

Card #: _____ Exp: _____ / _____ Security # _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Authorized Signature: _____

Once you have been approved as a vendor your card will be charged and you will receive an email receipt to the address listed above.