

Fall Festival at Mount Loretto Vendor Agreement

This Vendor Agreement is made effective as of September 1st, 2016, by and between PRcision LLC, and _____ (hereafter referred to as '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 Fall Family 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 Fall Family 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 adequate space for its food truck each day. The vendor accepts the opportunity to participate as a vendor at the Fall Family Festival commencing on October 22, 2016 and ending on October 23, 2016. The vendor hereby accepts the following listed conditions and limitations.

HOURS OF OPERATION. The Fall Festival area shall remain open from 12pm to 6pm 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 early as Friday, October 21st, but no later than Saturday October 22nd at 9am.

The vendor shall remove his/her facilities for sale from the Property no later than 10pm on October 23, 2016.

PAYMENT. The vendor is provided with the Space in the Property in exchange for \$350 per day for food vendors (\$700 total)--\$150 per day for any vendor selling items (\$300 for the weekend)--\$100 per day for promotional non selling vendors (\$200 for the weekend) and \$75 per day for non-profits (\$150 for the weekend) paid upon signing this Agreement. Space locations will be assigned by PRcision LLC and provided to The vendor in advance of the Event. In addition, electrical power lines are also available at a rate of \$150 per weekend.

The vendor agrees to also pay an amount equal to 0% of The vendor's gross daily receipts plus the applicable taxes. The term "Gross Daily Receipt" shall mean the total amount charged by Vendor, its employees, agents, or licensees, for all goods and merchandise sold or services performed, whether for cash or other consideration or on credit, and regardless of collections, including but not limited to orders taken at the property.

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. No alcoholic beverages are to be served or drank.

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.

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 provided for in this Agreement.

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 The vendor and shall be effective as of the date first written above.

Organizer: PRcision LLC

By: 

Anthony Rapacciuolo

Event Producer

Vendor: The vendor

Type of Vendor: _____

List of Items to be sold: _____

Power Line Rental: _____

Total Donation: \$ _____

By: _____

Print Name: _____

Vendor Name: _____