

**The Chowder & Wine Tasting Festival  
Commercial 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 60 - 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, 2018 : X \_\_\_\_\_

The San Diego Event- June 17-20 , 2018 : X \_\_\_\_\_

**PLEASE NOTE:**

All participating Commercial 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.

**Exhibitor Information**

Product or Service Offered:

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Booth Size Requested:	10' x 10' _____	10' x 20' _____	10' x 30' _____
(at \$995 per 10' x 10')	10' x 40' _____	20' x 20' _____	20' x 30' _____
	# of Corners at \$150 per corner _____		

**EXHIBITOR PACKAGE INCLUDES**

**Booth:** One (1) 10' wide by 10' deep INDOOR exhibit booth. 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.

**Electricity:** One (1) 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.

**Tables & Chairs:** One (1) 8' table, 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 in a nearby public parking lot. Additional parking passes are available at an additional charge.

**Badges:** Each Exhibitor will be provided with four admission badges to the event for event staff and Six complementary Staff tickets to the event as a part of your booth package.

**Commercial Exhibitor Booth Fees**

\$995.00 Per Commercial Vendor / Per Event for each 10' x 10' booth in each city and \$150.00 per corner both. Please make checks payable to:

Food Art Beverage Events LLC. - Chowder & Wine

Please note, to sign up online and pay your both fee by credit card, please visit [www.ChowderFestival.com](http://www.ChowderFestival.com) and click on the exhibitor link. We pay for the credit card fees so you can get bonus points, this is an option that we are providing to our exhibitors.

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 60 (Sixty) booths in the Commercial 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:**

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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**

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

**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 Post 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 FAVE can revoke your participation without a refund.

**10. 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.

**11. 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: \_\_\_\_\_