



Vendors Needed!!!

Louisiana Fire Champions Cup Festival 2012

- February 4, 11:00 am – 8:00 pm at Tad Gormley Stadium in New Orleans, Louisiana.
- The Louisiana Fire Champions Cup Festival will be a celebration of American and Latin food, music, and soccer. It will conclude with an international exhibition soccer match between Chicago Fire of Major League Soccer vs. Real España of Honduras.
- The entire Gulf Coast soccer community is looking forward to this exciting event.
- Thousands of people are expected to attend the Louisiana Fire Champions Cup Festival. This is a great sales and marketing opportunity for your company. Being part of this event is a great way for your business to support and participate in a community youth sports program that provides benefits to all involved.
- The Louisiana Fire Champions Cup Festival is a fundraiser for the Louisiana Fire Youth Soccer Club. Proceeds from this event will be used for player scholarships, improving soccer fields and facilities, and securing the highest quality coaching available.
- You have the opportunity to be part of this historic soccer event by participating as a vendor.
- For questions regarding vendors please contact Julio Paiz, 504-465-8224.

Vendor Agreement

This Vendor Agreement (hereinafter the "Agreement") is made and entered into this ____ day of _____, 2011 ("Effective Date") by and between Chicago Fire Juniors of Louisiana d/b/a Louisiana Fire ("Louisiana Fire"), a Louisiana non-profit corporation with its principal place of business at 1918 18th Street, Kenner, LA 70062, and _____ ("Vendor"), a _____ with its principal place of business at _____.

RECITALS

WHEREAS, Louisiana Fire will produce a soccer match between El Real Club Deportivo España of Honduras and Chicago Fire of the MLS in New Orleans, Louisiana, on Saturday, February 4, 2012 at Tad Gormley Stadium ("Stadium") in New Orleans, Louisiana (the "Event").

WHEREAS, Louisiana Fire is seeking vendors to participate in the Event, and Vendor wishes to participate in the Event.

NOW THEREFORE, in consideration of the mutual benefits, covenants, and conditions hereinafter expressed, the parties hereto agree as follows:

ARTICLE I EVENT

1. Services/Products to be Provided by Vendor: _____

2. Vendor shall hold exclusive rights at the Event for the Services/Products set forth in this Agreement.
3. Cost to Vendor: \$750.00 per 12 x 12 square foot booth site location at the Event.
4. Vendor Hours: Vendor may engage in sales from its booth site location between 11:00 am – 8:00 pm on the day of the Event.
5. Services to be provided by Louisiana Fire: Louisiana Fire will provide Vendor with water (9:00 am -10:00 am and 8:00 – 10:00 pm), disposal facility, and parking for two (2) vehicles.

ARTICLE II TERMS

1. Acceptance. This Agreement shall become binding and effective on the Effective Date. The receipt and deposit of a Vendor's payment alone does not constitute acceptance.
2. Booth Site Location. Louisiana Fire will assign Vendor a booth site location. Louisiana Fire will attempt to assign Vendor its requested booth site location. However, Louisiana Fire reserves the right to make the final determination of Vendor's booth site location, and Louisiana Fire may change the booth site location at any time without prior notice to Vendor. Louisiana Fire's failure to assign Vendor's its requested booth site location shall not in any way affect the enforceability of this Agreement. Vendor is

responsible for designing and supplying its own booth, as this Agreement applies to booth site location rental only. Louisiana Fire will mark Vendor's booth site location prior to the start of the Event. Vendor shall receive its booth site location as soon as its application is received and accepted by Louisiana Fire. If Vendor's booth exceeds the assigned booth site location, Vendor shall modify its booth to fit the assigned booth site location or Vendor shall relocate its booth if modifications are not possible.

3. Vendor Functions. The Stadium will open at 9:00 am on the day of the Event. Vendor must complete its set-up by 11:00 am on the day of the Event. Vendor shall install its booth prior to the Event, and Vendor shall immediately dismantle and remove its booth after the conclusion of the Event. Vendor's booth shall be open and adequately staffed throughout the Event. Vendor's booth site must be kept clean, and Vendor must discard garbage, trash, and debris properly during and after the Event. Vendor must provide its own tables, chairs, tents, and generators (if needed). Pets, firearms, and weapons of any kind are not allowed at the Event. Unless explicitly set forth herein, no alcoholic beverages may be consumed or sold by Vendor and/or its workers at the Event. Vendor must have a fire extinguisher at its booth site at all times on the day of the Event. Vendor shall return its booth site location to the same condition as received.

4. Assignment or Subletting Space. Vendor shall not assign, sublet, and/or share its assigned booth site location with any other business, firm, or person without the prior written approval of Louisiana Fire. Any attempted assignment, subletting, or sharing of the assigned booth site location not complying with this Agreement shall be void.

5. Display Restrictions. Vendor's booth and displays shall be confined to the limits of Vendor's assigned booth site location, and Vendor shall not interfere with any other vendors at the Event. Vendor shall not operate audio-visual devices or sound systems during the Event. Louisiana Fire reserves the right to remove or restrict any booth and/or display that Louisiana Fire, in its sole discretion, determines is objectionable or inappropriate. Any said removal or restriction shall not in any way affect the enforceability of this Agreement.

6. Assumption of Risk. Vendor assumes all risks associated with, resulting from, and/or in connection with Vendor's participation or presence at the Event. Vendor has sole responsibility for its employees, volunteers, and property. Louisiana Fire shall not be responsible or liable for any theft, damage, or loss to Vendor's property and/or to the property of Vendor's employees and/or volunteers at the Event. This Section 6 shall survive the termination, cancellation, and/ or expiration of this Agreement for any reason.

7. Indemnification. Vendor shall indemnify, defend, and hold Louisiana Fire, its directors, officers, employees, volunteers, successors, and assigns, harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees, fines, penalties and expenses (including reasonable attorneys' fees) which result from, arise out of, or in connection with: (i) Vendor's participation or presence at the Event, including (without limitation) claims of third parties for property damage or bodily injuries and (ii) any actual or alleged breach by Vendor of any warranties, representations, and/or covenants under this Agreement.

8. Limitation of Liability. Under no circumstances shall Louisiana Fire be liable for any lost profits or any incidental, special, indirect, punitive, or consequential damages whatsoever for any acts or omissions, whether or not appraised of the possibility of any such lost profits or damages. Louisiana Fire makes no warranties or representations, express or implied, regarding the number of persons who will

attend the Event or regarding any other matters related to the Event. This Section 8 shall survive the termination, cancellation, and/or expiration of this Agreement for any reason.

9. Termination by Vendor. If Vendor desires to terminate this Agreement, Vendor may only do so by giving fifteen (15) days advance written notice thereof to Louisiana Fire as set forth in this Agreement. The date of termination of this Agreement shall be the date Louisiana Fire receives Vendor's written notice. Should Vendor terminate this Agreement after January 20, 2012, there shall be no refund of any amounts paid by Vendor for booth site location rental.

ARTICLE III **MISCELLANEOUS**

1. Construction. The laws of the State of Louisiana shall govern the validity, performance, interpretation, and enforcement of this Agreement. The Recitals set forth in the preamble of this Agreement shall be deemed to be included and form an integral part of this Agreement. The captions and headings of sections in this Agreement are provided for convenience only and do not in any way limit or alter the terms and conditions of this Agreement. All words used in this Agreement will be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided the word "including" does not limit the preceding words or terms. All references herein to the word "or" shall mean "and/or." This Agreement shall be construed without regard to the party who first drafted it and shall be considered and deemed to be the joint work product of the parties hereto. The parties, in acknowledgment that all of them have been represented by counsel and that this Agreement has been carefully negotiated, agree that the construction and interpretation of this Agreement and other documents entered into in connection herewith shall not be affected by the identity of the party or parties under whose direction or at whose expense this Agreement and such documents were prepared or drafted.

2. Savings Clause. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. A court of competent jurisdiction may reform this Agreement. Accordingly, to the extent that any covenant hereunder shall be adjudicated to be invalid or unenforceable in any one such jurisdiction, this Agreement shall be deemed amended to reform the portion thus adjudicated to be invalid or unenforceable in such a manner to allow the restriction to be enforced to the broadest extent consistent with the intent of the parties, such reformation to apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made.

3. Severability. The invalidity or unenforceability of any provision hereto shall in no way effect the validity or enforceability of any other provision. It is expressly agreed and understood that the provisions of this Agreement are severable. If any one or more provisions of this Agreement is or may be determined by a court of competent jurisdiction to be void, voidable, illegal, or unenforceable, in whole or in part, and not subject to amendment and/or reformation as set forth herein, then such provision shall be deemed severed from this Agreement and the remaining provisions of the Agreement shall nevertheless be binding and enforceable to the maximum extent permitted by law as if such severed provision had never been written. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.

4. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings relating to the subject matter hereof, both written and oral. No representation, promise, inducement or statement of intention has been made by any party which is not embodied in this Agreement. No party shall be bound by, or be liable for, any alleged representations, promises, inducements, or statement of intention not specifically embodied herein this Agreement.

5. Amendment and/or Modification. No amendment and/or modification of this Agreement shall be binding unless and until made in writing and signed by all of the parties hereto.

6. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach, whether of a similar or dissimilar nature.

7. Notices. Except as otherwise required by law, any notice, consent, request, instruction, demand, approval, and other communication provided for herein shall be in writing and shall be hand delivered, sent certified U.S. mail, postage prepaid, return receipt requested, or sent via national overnight courier service with return receipt to the following addresses:

If to Louisiana Fire: 1918 18th Street
Kenner, LA 70062
Attention: Jeff Brignac

With copy to: Danté V. Maraldo
Blue Williams, LLP
3421 N. Causeway Blvd., Suite 900
Metairie, LA 70002

If to Vendor: _____

Either Louisiana Fire or Vendor may change its address by providing written notice of such change to the other party. Notices will be deemed to have been given when received at the address of the party to which it has been sent, as reflected on the return receipt card or documentation from the overnight courier service, or, when such receipt is refused, as indicated by the return receipt card or documentation from the overnight courier service.

8. Counterparts. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

9. Status of Employees. Vendor's employees and/or volunteers are not employees and/or volunteers of Louisiana Fire, and Louisiana Fire's employees and/or volunteers are not employees and/or volunteers of Vendor.

10. Benefit. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives and successors.

11. Venue. In the event of any litigation, and for the purposes of venue and jurisdiction the Parties hereto agree that such dispute shall be filed exclusively in the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

IN TESTIMONY WHEREOF, the parties have set their hands and seals herein on the Effective Date first set forth herein.

**Chicago Fire Juniors of Louisiana d/b/a
Louisiana Fire**

By:

Vendor

By:

Printed Name: Jeff Brignac
Title: President

Printed Name: _____
Title: _____

Louisiana Fire Champions Cup Festival 2012

Vendor Application

Name of Business: _____

Business Address: _____

City, State, Zip: _____

Name of Business Officer: _____

Business Phone: _____ Cell Phone: _____

Email Address: _____

Please list all services/products to be sold by Vendor at the Event:

This completed Vendor Application and a deposit in the amount of \$750.00 made payable to "Louisiana Fire Soccer Club" for each 12x12 square foot booth site location requested by Vendor must be mailed to:

Louisiana Fire Soccer Club
Attn: Louisiana Fire Champions Cup Festival
1918 18th Street
Kenner, LA 70062

The deadline for submitting the completed Vendor Application and deposit is January 20, 2012.

Signature

Date