

2022 AV Taco Festival Commercial Vendor Agreement



A N T E L O P E V A L L E Y

**TACO
FESTIVAL**

TACOS • BEER • MUSIC

To apply for participation in the 2022 Antelope Valley Taco Festival, please:

1. Read and acknowledge your understanding of the following rules and regulations.
2. Complete the attached application in full and sign.
3. Submit your payment in full upon applying to participate.
4. You are not confirmed for participation until we review/approve your application and receive payment in full.

PARTICIPATION FEE

175.00 for a single 10' x 10' space. We are now taking applications, this is a 2 day event.

PARTICIPATION FEE INCLUDES:

- One (1) 10'x10' space. **You must** provide your own canopy, tables, chairs & battery operated electricity
- Ability to promote your organization and retain 100% of your sales revenue.
- Access to recycling and waste dumpster.

MARKETING BENEFITS

- Promotion in our expansive eight-week marketing campaign which includes Posters, Post Cards distributed to all participating restaurants, local hotels, local businesses, etc.
 - Your business name, logo, and link on www.AVTacoFestival.com and mobile site.
- PLEASE EMAIL LOGO to jorge@venturagraphix.com

PARTICIPATION TERMS

PARTICIPATION CONFIRMATION: The Antelope Valley Taco Festival reserves the right to choose and confirm all vendors. Once you are confirmed as a participant and your participation fee has been deposited, no refunds will be issued, for any reason whatsoever.

LOCATION: Vendor space assignments will be at the sole discretion of the Antelope Valley Taco Festival. Please do not ask for specific booth locations or to be moved.

HOURS OF OPERATION: Vendors MUST be operational for all hours of the festival. If you fail to operate during the scheduled event hours, you will not be allowed to return to next year's AV Taco Festival. Hours of Operation Saturday June 11th, 2022 – 11am to 7pm and Sunday June 12th, 2022 from 11am to 5pm

NOISE: Vendors are not allowed to operate music or public address systems on the Event site. This includes stereos, televisions, D.J. equipment or megaphones. Unless approved by AV Taco Festival.

SIGNAGE: Vendor signs/decorations must be contained to the inside of your booth, on the poles or on the front/top of the tables. Absolutely no signage/decoration will be allowed above outside the provided space. The AV Taco Festival reserves the right to reject any inappropriate or unprofessional signage.

TRASH AND CLEAN UP: Vendors must maintain the cleanliness of their booth site at all times. Leave your area clean at the end of the event. At close, completely break down and remove the contents of booth area. Remove all signage, tape, wires and any sort of debris from the tent frame, tables and chairs. Your area should appear as you found it at load in. You must leave your area 100% free of all trash and display items at the end of the event. Anything left behind (including rental equipment) will be thrown away.

PROHIBITED MERCHANDISE: Vendors are prohibited from selling any adult content, soft drinks, water, alcoholic beverages, or obtaining a liquor license for this Event. Sales of any weapons, pepper spray, tasers or illegal items are prohibited, nudity, profanity.

SALES TAX: Vendors are responsible for collecting, reporting and paying all applicable taxes.

PUBLICITY: The AV Taco Festival reserves the right to photograph all Vendors, food vendor interactions and vendor products for use in all forms of media and promotions.

SECURITY: Vendors are responsible for the security of their booth area, goods and personal items. Although there will be security provided for the Event, we suggest vendors do not leave items of high value unattended. The AV Taco Festival will not be liable for lost/damaged/stolen items.

OPERATIONS: The AV Taco Festival reserves the right to restrict Vendors with respect to operations and display of materials.

INTOXICANTS: Vendors may not possess illegal drugs, alcohol, or other intoxicants inside or anywhere near the Event footprint.

INSURANCE: Vendors must maintain current and valid liability insurance, listing The City of Palmdale and AV Taco Festival as additionally insured, for the duration of the Event. See attached sample.

FORCE MAJEURE: In the event of inclement weather, or for any reason whatsoever that the AV Taco Festival is delayed, rained-out or unfeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, war conditions, emergencies, act of God or any other cause or causes beyond the control of the AV Taco Festival, the Vendor agrees that there shall be no claim or action against the AV Taco Festival. Attendance is not guaranteed, and no refund of Vendor participation fees will be given for any reason.

INDEMNIFICATION: The Vendor shall release, indemnify and hold harmless the AV Taco Festival, The Ventura Foundation, Inc, all sponsoring organizations and all trustees, officers, employees and agents from any and all liability, claims, suits, actions, damages, settlements and expenses, including reasonable attorney's fees, arising out of injuries to persons or damages to property directly and exclusively resulting from said Vendor actions and participation in the AV Taco Festival Event. The AV Taco Festival, The Ventura Foundation, Inc., or any subsidiary thereof, will not be responsible for any kind of injury sustained by participants or guests while in agreement. By signing this release and request, I agree to follow all rules and policies as outlined in these documents and/or any addendum thereto.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for participating in AV Taco Festival dated Saturday, June 11th, 2022 and Sunday June 12th, 2022 and other valuable consideration, Vendors hereby RELEASES, WAIVE, DISCHARGE AND COVENANT NOT TO SUE AV TACO FESTIVAL, THE VENTURA FOUNDATION, INC., City of Palmdale, their officers, servants, agents, agencies, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

To the best of Vendor's knowledge, The Vendor can fully participate in this activity. Vendor is fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. VENDOR VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

Vendor further hereby AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

It is Vendor's express intent that this Release and Hold Harmless Agreement shall bind the members of AV Taco Festival ownership, THE VENTURA FOUNDATION, Inc., shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. Vendor hereby further agrees that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California.

VENDOR UNDERSTANDS THAT AV TACO FESTIVAL OWNERS WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY RESTAURANT MAY SUSTAIN.

I further agree to become familiar with the rules and regulations of AV Taco Festival concerning conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that Food Vendor will further assume the complete risk of any activity done in violation of any rule or directive or instruction.



PALMDALE
PARKS & RECREATION

Certificate of Liability Insurance Requirements LOW HAZARD USE

As required by your contract terms, a Certificate of Liability Insurance with Additional Insured Endorsement must be provided to us directly by your insurance agent. All sections must be completed as shown in the example below.

DISCLAIMER: PLEASE REFER TO THE AGREEMENT BETWEEN THE CITY OF PALMDALE AND THE CONTRACT HOLDER FOR SPECIFIC INSURANCE REQUIREMENTS. IT IS RECOMMENDED THAT THE CONTRACT HOLDER PROVIDE A COPY OF THE INSURANCE REQUIREMENTS IN THE CONTRACT TO THE INSURANCE COMPANY FOR REVIEW AND COMPLIANCE.

Please submit your Certificate of Liability Insurance with the following requirements:

1. Issue date is required.
2. Insured name must be identical to the Legal Entity Name listed on the contract.
3. Insurance company(ies) must be authorized to do business in the State of California.
4. **REQUIRED GENERAL LIABILITY:**
\$1,000,000 Per Occurrence limit
\$2,000,000 General Aggregate limit
If food, drink or any kind of product is sold or given away at the event:
\$2,000,000 Products & Completed Operations Aggregate limit
Additional Insured Endorsement required.
5. Policy number.
6. Policy term must cover date(s) of event(s), including set-up and teardown.
7. **REQUIRED MEDICAL EXPENSES AND PERSONAL & ADVERTISING INJURY:**
\$5,000 Med Exp (Any One Person)
\$1,000,000 Personal & Adv Injury
8. **REQUIRED AUTOMOBILE LIABILITY:**
\$1,000,000 Combined Single Limit including owned, non-owned and hired automobile coverage. Additional Insured Endorsement required.
9. **REQUIRED WORKER'S COMP:**
\$1,000,000 E.L. Each Accident
\$1,000,000 E.L. Disease - Ea Employee
\$1,000,000 E.L. Disease - Policy Limit (California statutory requirements).
10. If alcohol is served or sold, **REQUIRED LIQUOR LIABILITY:**
\$1,000,000 Per Occurrence
\$2,000,000 General Aggregate
11. **REQUIRED WORDING:**
The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing Authority, Airport Authority, Industrial Development Authority, their officers, agents, employees and volunteers are named as additional insureds. Include name(s) and date(s) of event(s).
12. City of Palmdale
Dept. of Parks & Recreation
38260 10th St. East
Palmdale, CA 93550
13. Authorized representative's signature required.

See next page for required Additional Insured Endorsement sample.

| ACORD CERTIFICATE OF LIABILITY INSURANCE | | | | | | | 1 DATE (MM/DD/YYYY) |
|--|---|-----------|----------|---|--------------------------------------|-------------------------|--|
| <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> | | | | | | | |
| <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> | | | | | | | |
| <p>PRODUCER</p> <p style="font-size: 1.2em;">Insurance Agent Name/Address</p> | | | | <p>CONTACT NAME:</p> <p>PHONE (A/C, No. EXT): FAX (A/C, No. EXT):</p> <p>E-MAIL ADDRESS:</p> | | | |
| <p>INSURED</p> <p style="font-size: 1.2em;">Insured's Name/Address</p> | | | | <p>INSURER(S) AFFORDING COVERAGE NAIC #</p> <p>INSURER A: Insurance Company Name 3</p> <p>INSURER B:</p> <p>INSURER C:</p> <p>INSURER D:</p> <p>INSURER E:</p> <p>INSURER F:</p> | | | |
| <p>COVERAGES CERTIFICATE NUMBER: XXXXXXXX REVISION #: _____</p> | | | | | | | |
| <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> | | | | | | | |
| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | Y | Y | Policy Number | Policy Term (must cover event dates) | | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | Y | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ |
| A | <input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | Y/N | N/A | | | | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> OTHER Liquor Liability | Y | Y | | | | PER OCCURRENCE \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 |
| <p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</p> <p>THIS CERTIFICATE SUPERCEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.</p> <p>The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing Authority, Airport Authority, Industrial Development Authority, their officers, agents, employees and volunteers are named as additional insured. Include name and date(s) of event(s).</p> | | | | | | | |
| <p>CERTIFICATE HOLDER</p> <p style="font-size: 1.2em;">City of Palmdale Department of Parks & Recreation 38260 10th St. East Palmdale, CA 93550</p> | | | | <p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="font-size: 1.2em;">Authorized Representative's Signature</p> | | | |
| <p>ACORD 25 (2010/05)</p> | | | | <p>©1998-2010 ACORD CORPORATION. All rights reserved.</p> | | | |

Submit Certificate of Liability Insurance & Additional Insured Endorsement to:

City of Palmdale
Department of Parks & Recreation
38260 10th Street East, Palmdale, CA 93550
661/267-5611 • Fax 661/267-5636



Additional Insured Endorsement Requirements

You must submit your Additional Insured Endorsement with your Certificate of Liability Insurance. All sections must be completed as shown in the example below.

Please submit your Additional Insured Endorsement with the following requirements:

1. Policy Number(s) for Commercial Liability and Commercial Automobile Liability (mandatory). If serving or selling alcohol, include policy number for Liquor Liability (mandatory)
2. Commercial Liability and Commercial Automobile Liability. If serving or selling alcohol, Liquor Liability.
3. The City of Palmdale, Palmdale Community Redevelopment Agency, Palmdale Civic Authority, Housing Authority, Airport Authority, Industrial Development Authority, their officers, agents, employees and volunteers are named as additional insureds.

POLICY NUMBER:

1

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

2

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL AUTO LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

3

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing Authority, Airport Authority, Industrial Development Authority, their officers, agents, employees and volunteers are named as additional insured.

NOTE: Your insurance carrier must be located in and licensed to business in the State of California.