

# 2020 AV Taco Festival Commercial Vendor Agreement



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

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**TACO  
FESTIVAL**

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**TACOS • BEER • MUSIC**

To apply for participation in the 2020 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** – \$100 for a single 10' x 10' space if paid in full on or before December 31<sup>st</sup> 2019 We are now taking applications. Price for Commercial Vendor will increase to \$300 on January 1st, 2020.

#### **PARTICIPATION FEE INCLUDES:**

- One (1) 10'x10' space. You must provide your own canopy, tables, chairs & battery operated electricity
- Ability to promote your company or business 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](http://www.AVTacoFestival.com) and mobile site. PLEASE EMAIL LOGO to [jorge@venturagraphix.com](mailto: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. Vendors will receive their space assignment upon loading into the Event site.

**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 13th, 2020 – 11am to 7pm

**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, Ventura Graphix 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, Ventura Graphix, 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 13th, 2020 and other valuable consideration, Vendors hereby RELEASES, WAIVE, DISCHARGE AND COVENANT NOT TO SUE AV TACO FESTIVAL, VENTURA GRAPHIX, 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, Ventura Graphix, 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.