



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

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# **TACO FESTIVAL**

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**T A C O S • B E E R • M U S I C**

## **2022 AV Taco Festival Food Vendor Agreement**

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 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**

300 for a single 10' x 15' space. We are now taking applications, **price does not include Health Dept. Fees**

### **PARTICIPATION FEE INCLUDES:**

- One (1) 10'x15' space. **You must** provide your own canopy that complies with all Health Dept. rules, 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](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 food 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:** Food 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 from 11am to 5pm.

**TARP:** Vendors are required to protect the ground from grease, water and any other kind of potential spills. It is mandatory that you bring a waterproof tarp no less than 10'x10' to cover the ground under your cooking areas.

**\$2 TACO:** Food Vendors are required to serve at least one \$2 taco for the duration of the event.

**MENU RESTRICTIONS:** You may sell other higher priced tacos. We recommend selling a total of 3 to 4 items with the prices between \$2 and \$6. BEVERAGE SALES OF ANY KIND ARE STRICTLY PROHIBITED.

**POWER:** Food Vendors must provide their own Generator. All vendor-supplied equipment must be in excellent working order and safe for use in outdoor conditions.

**NOISE AND GENERATORS:** Bringing your own generator is required. Vendors are not allowed to operate music or public address systems on the event site. This includes stereos, televisions, D.J. equipment or megaphones. Must display proper fire extinguishers.

**SIGNAGE:** Food 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.

**PERMITS:** Food Vendors are required to have either an Annual or Temporary Food Facility Permit (TFFP) as required by the Department of Environmental Health Food and Housing Division. Permits must be visibly displayed at your booth for the duration of the Event.

- A Fire/Propane Permit is not required. However, you must follow the guidelines set forth by the County of Los Angeles – Deputy Fire Marshal.
- Assistance in obtaining your TFFP and in obtaining a copy of the Fire Safety Rules and Regulations can be provided.

**TRASH AND CLEAN UP:** Food 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. Grease and Charcoal disposal is the responsibility of the Food Vendor and must be taken with you after the festival.

**PROHIBITED MERCHANDISE:** Food Vendors are prohibited from selling any merchandise, soft drinks, water, alcoholic beverages, or obtaining a liquor license for this Event. Food Vendors may not sell a combination of food and novelty items due to health regulations and safety concerns.

**SALES TAX:** Food 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:** Food 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.

**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, City of Palmdale, 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 13th, 2019 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 Food Vendor's knowledge, The Food Vendor can fully participate in this activity. Food 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. FOOD 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.

Food 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.

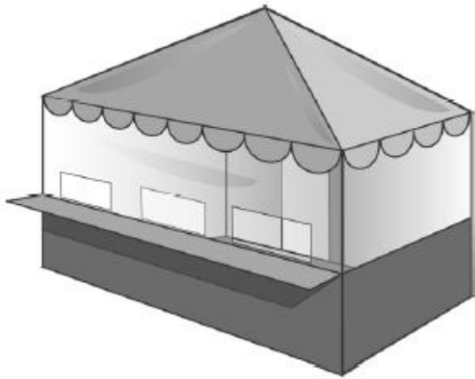
It is Food Vendor's express intent that this Release and Hold Harmless Agreement shall bind the members of AV Taco Festival ownership, Ventura Graphix, Inc., shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. Restaurant hereby further agrees that this Waiver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

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

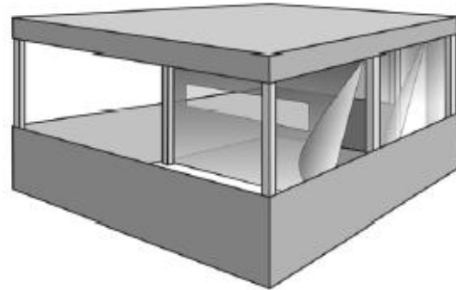
I further agree to become familiar with the rules and regulations of AV Taco Festival concerning conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that Food Vendor will further assume the complete risk of any activity done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

Food Vendor also understands that Vendor should and is urged by AV Taco Festival to obtain adequate insurance to cover any personal injury to AV Taco Festival working staff which may be sustained during the activity or the transportation to and from AV Taco Festival. Food Vendor also understands that Food Vendor is responsible for any damage I cause to the facilities, PREMISES, PROPERTY OF ANTELOPE VALLEY'S TACO FESTIVAL, The Ventura Foundation, Inc, CITY OF PALMDALE, OR PROPERTY OF OTHERS.

**Obey all local fire department regulations regarding cooking equipment and food booths.**



**Figure 3 A FULLY ENCLOSED FOOD BOOTH FOR FOOD PREPARATION AND SERVICE**



**Figure 4 A SPLIT BOOTH WITH AN OPEN SERVICE AREA AND AN ENCLOSED REAR AREA FOR FOOD PREPARATION AND PACKAGING**

The business name must be displayed at each booth in letters that are at least three (3) inches high. The name of the owner, city, state, and zip code must be clearly displayed.

## **FOOD TRUCKS AND FOOD CARTS**

### **FOOD TRUCKS AND FOOD CARTS WITH A CURRENT LOS ANGELES COUNTY PERMIT**

- Permit posted on the truck or cart.
- Carts not required to be inside a tent.
- Food must be handled in compartments on the cart.
- Food trucks operating at a Certified Farmers' Market may store, display, and sell food from a table adjacent to the vehicle.

### **FOOD TRUCKS AND FOOD CARTS WITHOUT A CURRENT LOS ANGELES COUNTY PERMIT**

- Food truck and cart operators **WITHOUT** a current Los Angeles County Public Health Permit must apply as a temporary food facility and pay for a health permit.
- Food trucks and carts participating more than one day in an event must provide information on maintaining required food temperatures and storage of equipment during periods of non-operation and where and how the food truck or cart will be serviced (disposing wastewater, obtaining potable water, etc.) during periods of non-operation.
- Minimum requirements for dish washing, hand washing, maintaining food temperatures and food storage must be met as applicable. Equipment must be in working order.
- A food truck or cart without a permit from Los Angeles County or another jurisdiction must provide a direct connection to an approved water supply that bypasses the holding tank. Liquid waste must be removed through an approved connection to the sewer system or by an approved sewage transport vehicle.
- If direct connection to an approved water supply that bypasses the holding tank cannot be provided, the food truck or cart must utilize an external warewash and handwash sinks, and be subjected to the same warewash and handwash sinks requirements as that of a food booth.

- For an event lasting less than four hours, a dish washing sink will not be required for each temporary food facility if:
  - At least one three-compartment sink is available, and
  - Temporary food facilities maintain a back-up supply of multi-use utensils.

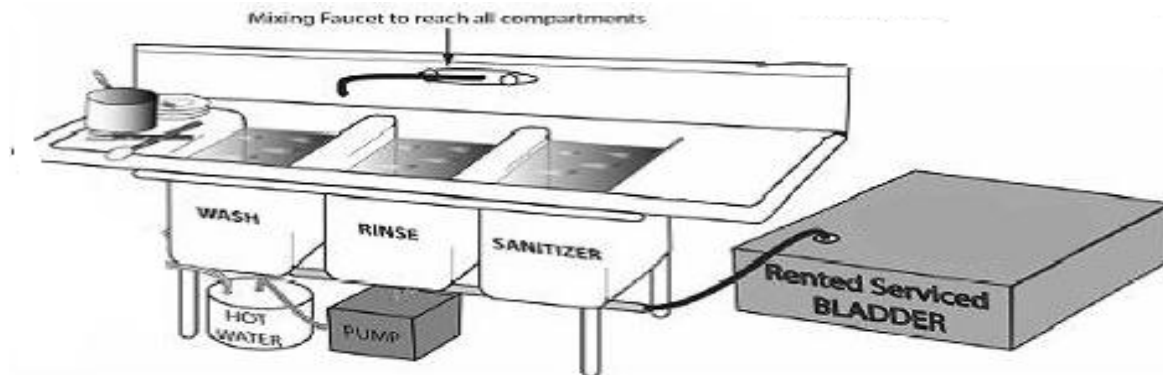


Figure 2 DISH WASHING SINK

### HAND WASHING FACILITIES

Each temporary food facility is responsible for having a self-contained portable sink with 5 gallons of warm water (100°F), liquid soap, single use towels, and a trash container available.

For events of three days or less a gravity-fed container (with a catch basin) that can provide a continuous stream of warm water (100°F) may be used in place of a portable sink.

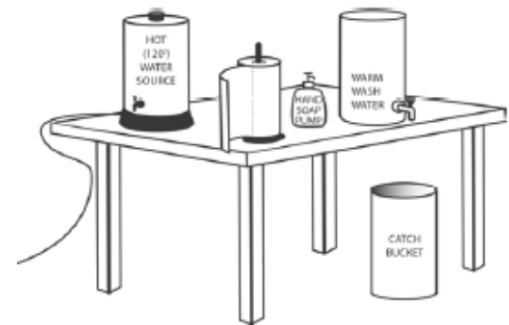


Figure 1 GRAVITY FED HAND WASH SET UP

### APPROVED EQUIPMENT/UTENSILS AND STORAGE

- All equipment and utensils should be commercial grade, in good repair, and clean.
- Equipment / utensils must be stored at least 6 inches above the floor, on tables or shelving.

### FOOD BOOTH

All food booths need to have overhead protection and a floor of concrete, asphalt, or wood.

Food booths with open foods are required to:

- Have four (4) walls of solid material or 16 mesh per square inch screen with pass through windows for customer service that are 216 square inches or less. Exception - If open food is limited to samples, walls are not required if samples are in covered containers.
- Locate barbecues, grills, or other approved outdoor cooking equipment adjacent to the food booth and with a barrier to prevent public access. Do not locate outdoor cooking equipment under trees.
- Be free from rodents, cockroaches, and flies

**Note:** For events lasting less than four hours, artificial turf, canvas, or other similar materials may be used if properly secured and do not present a tripping hazard. Dirt and grass are not acceptable floor surfaces.



# 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:**

- Issue date is required.
- Insured name must be identical to the Legal Entity Name listed on the contract.
- Insurance company(ies) must be authorized to do business in the State of California.
- 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.
- Policy number.
- Policy term must cover date(s) of event(s), including set-up and teardown.
- REQUIRED MEDICAL EXPENSES AND PERSONAL & ADVERTISING INJURY:**  
\$5,000 Med Exp (Any One Person)  
\$1,000,000 Personal & Adv Injury
- REQUIRED AUTOMOBILE LIABILITY:**  
\$1,000,000 Combined Single Limit including owned, non-owned and hired automobile coverage. Additional Insured Endorsement required.
- REQUIRED WORKER'S COMP:**  
California Statutory Requirements.  
**EMPLOYER'S LIABILITY:**  
\$1,000,000 Each Accident  
\$1,000,000 Disease - Each Employee  
\$1,000,000 Disease - Policy Limit
- If alcohol is served or sold, **REQUIRED LIQUOR LIABILITY:**  
\$2,000,000 Per Occurrence  
\$5,000,000 General Aggregate
- REQUIRED WORDING:**  
The City of Palmdale, Housing Authority, and their officers, agents, employees and volunteers are named as additional insureds. Include name(s) and date(s) of event(s).
- City of Palmdale  
Dept. of Parks & Recreation  
38260 10th St. East  
Palmdale, CA 93550
- Authorized representative's signature required.

ACORD							CERTIFICATE OF LIABILITY INSURANCE		1 DATE (MM/DD/YYYY)		
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.											
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).											
PRODUCER						CONTACT NAME:		PHONE (A/C, No, Ext):		FAX (A/C, No, Ext):	
Insurance Agent Name/Address						E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED						INSURER A: Insurance Company Name		3			
Insured's Name/Address						INSURER B:					
						INSURER C:					
						INSURER D:					
						INSURER E:					
						INSURER F:					
COVERAGES			CERTIFICATE NUMBER: XXXXXXXX			REVISION #:					
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.											
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			7
							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/OP 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 checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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)	\$			
								\$			
							EACH OCCURRENCE	\$			
							AGGREGATE	\$			
								\$			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$										
A	<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y			<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	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			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / (Attach ACORD 101, Additional Remarks Schedule, if more space is required) THIS CERTIFICATE SUPERCEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.											
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. AV Taco Festival June 11th & 12th 2022.											
CERTIFICATE HOLDER						CANCELLATION					
City of Palmdale Department of Parks & Recreation 38260 10th St. East Palmdale, CA 93550						12 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS.					
						AUTHORIZED REPRESENTATIVE					
						Authorized Representative's Signature					
ACORD 25 (2010/05)						©1998-2010 ACORD CORPORATION. All rights reserved.					

See next page for required Additional Insured Endorsement sample.

## 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, the Housing Authority of the City of Palmdale, the Successor Agency of the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Industrial Development Authority of the City of Palmdale, Palmdale Airport 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

#### SCHEDULE

**3**

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

The City of Palmdale, Housing Authority, and 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.