#### LA HABRA TAMALE FESTIVAL

Sunday, December 1st, 2019 LHRecreation@lahabraca.gov

#### **GENERAL VENDOR RULES AND REGULATIONS**

Thank you for your interest in the La Habra Tamale Festival. The City of La Habra is inviting vendors to the fifth annual Tamale Festival. The La Habra Tamale Festival will be held on Sunday, December 1st, 9:00 a.m. to 6:00 p.m. on Euclid St. between La Habra Blvd. and Bridenbecker Way. General vendors must be open for operations by 9:00 a.m. Anticipated attendance for this event is 15,000+ guests. The City of La Habra will provide each vendor with a 10x10 space, event insurance, electricity (limited supply, first-come, first-serve), and inclusion in online marketing and event app.



If you are interested in being a general vendor, please complete the appropriate paperwork and return to the La Habra Community Center. Please note that turning in an application does not guarantee your acceptance as a general vendor for this event. Approved vendors will receive a confirmation.

PLEASE READ VENDOR RULES AND REGULATIONS BEFORE SUBMITTING YOUR APPLICATION. WE RESERVE THE RIGHT TO DENY VENDORS, LIMIT NUMBER OF SPACES SOLD TO VENDORS AND LIMIT THE NUMBER AND TYPES OF VENDORS. PLEASE KEEP RULES AND REGULATIONS ON FILE SO YOU CAN REFER BACK TO THEM AS NEEDED.

PAYMENT MUST BE SUBMITTED WITH THE APPLICATION IN ORDER TO RESERVE YOUR SPACE AT THE FESTI-VAL.

#### **OPERATING HOURS**

Vendors must be ready and open for business during the hours of the Festival: SUNDAY, DECEMBER 1ST – 9AM to 6PM

#### **CANCELLATIONS**

THERE ARE NO REFUNDS FOR CANCELLATIONS. NO EXCEPTIONS.

#### PROOF OF PAYMENT

The payment receipt from Activenet is your booth confirmation for the event. Please be sure to provide a valid email.

#### **VENDOR FEES**

VENDOR FEE INCLUDES: 10X10 SPACE, AND ONLINE MARKETING AND EVENT APP.

#### **BOOTH/EQUIPMENT**

Booth Structure: All booths must have a professional appearance. All vendors must provide their own equipment: canopy, tables, chairs, individual trash cans as needed, etc. Canopies must be secured/anchored with sand bags/concrete blocks/canopy weights or something similar. All 4 sides must be secured. Tying up to, another canopy will not pass inspection. It is required by the city fire department; therefore, each booth MUST have a 2A10BC Fire Extinguisher. Please make sure it is valid and not expired. Tables: ALL TABLES MUST HAVE SKIRTING AND A TABLECLOTH.

#### **VENDOR MERCHANDISE**

All vendors are required to fill out LIST OF ITEMS TO BE SOLD. Only those items listed will be allowed. Inspections will be done throughout event. You MUST list all items to be sold, no exceptions! Vendors that wish to sell food must complete the food vendor application process.

#### **BOOTH SPACES/SETUP/TEARDOWN**

Booth spaces are 10' WIDE AND 10' DEEP. Set-up and vehicle access on the event site will be held from 11AM to 2PM on Saturday, November 30th. Additional set-up times WITHOUT vehicle access will be from 3PM to 7PM on Saturday, November 30th and 3PM to 7PM on December 1st and from 5 to 7:30 AM on Sunday, December 1st. All booths MUST be set-up by 7:30 a.m. on Sunday, ready for inspection.

Booths may not be removed from the Festival site before the closing hour of 6:00 p.m. on Sunday. Vendors who sell out prior to the Festival closing will be required to wait until the end of the event to tear down. All booths and displays must be completely removed from the public streets on Sunday night by 9:00 p.m.

#### **ELECTRICITY** (Additional Fee \$50)

Please complete the ELECTRICAL NEEDS portion of the vendor application. Electricity use will be closely monitored. Electrical power will be available from 6:00 AM to 9:00 PM on Sunday, December 1st. Please arrange your electricity needs accordingly. Vendors will be responsible to provide their own heavy-duty extension cords needed for the distribution box. The appropriate cord gauge is determined by the amps being used. Vendors CANNOT bring their own generators.

#### **INSURANCE COVERAGE**

The Festival will provide general liability insurance coverage for the event.

#### **VEHICLES**

VEHICLES WILL ONLY BE ALLOWED IN DESIGNATED AREAS ON THE PREMISE FOR GENERAL VENDORS ON SATUR-DAY, NOVEMBER 30<sup>TH</sup> from 11AM to 2PM. Only <u>ONE</u> vehicle may enter Euclid St. at a time. Vehicles may enter Euclid St. off of La Habra Blvd., and <u>MUST</u> check-in at the Information Booth. Vehicles must exit off First St., Second St., or at the end of Euclid St. A drop-off zone will be provided to the vendors on the day of the event, it is strongly recommended that you set up a majority of your booth on Saturday and bring smaller items on Sunday, December 1st.

#### WEATHER/UNFORESEEN CIRCUMSTANCES

The Festival will take place regardless of weather conditions. There are NO refunds for weather or otherwise. Vendors must be prepared for inclement weather and any other unforeseen circumstances.

#### ALCOHOLIC BEVERAGES

NO alcoholic beverages of any kind may be sold or given away by a vendor.

#### SECURITY

The City will provide overnight security, Saturday, November 30<sup>th</sup> 4:00 P.M. to 6:00 A.M. on Sunday, December 1st. However, the Festival is not responsible for the security of individual vendor booths and products. **Vendors are responsible to secure their own booths, supplies and equipment at night.** 

#### **COMPLIANCE WITH LAWS**

Vendors must comply with all laws, ordinances, and regulations of the State of California, County of Orange and City of La Habra.



# City of La Habra - Tamale Festival GENERAL VENDOR FORM

## SUNDAY, DECEMBER 1st

ONE Day Vendor Fair: 9:00 a.m. to 6:00 p.m. Euclid St. between Bridenbecker and La Habra Blvd.

- City will provide 10x10 space. Vendors must bring their own equipment.
- All vendors must RSVP and receive approval prior to submitting payment and the application.
- Please RSVP to: Marie Murillo at <u>mariem147@yahoo.com</u>
- Questions regarding the event? Contact LHRecreation@lahabraca.gov

<u>ITEM</u>	<u>FEE</u>	<b>QUANTITY</b>	<b>TOTAL</b>
Before October 1st	\$220.00		
After October 1st	\$250.00		
Electricity Charge	\$50.00		
TOTAL AMOUNT DUE TO CITY OF LA HABRA:			

Mail completed application and payment to:

CITY OF LA HABRA Attn: Tamale Festival 101 W. La Habra Blvd. La Habra, CA 90631

### BOOTH SET UP DATES WILL BE PROVED IN A SEPARATE EMAIL.

Business/Booth Name:			
Contact Name:			
Address:			
Phone: Secondary Phone:			
E-Mail:			
agree to the \$50 electricity usage charge If yes, please list what you are powering:			
All items you wish to sell MUST be listed:			
have read and understand the general vendor rules & regulations.	Initial		
METHOD OF PAYMENT: CHECK ENCLOSED (Payable to: <u>City of La Habra</u> ) CASH (In-Pe	rson)		
CREDIT CARD:VISA CARDMASTERCARD (In-person at the La Habra Community Center)			
Once submitted, no cancellations or refunds - no exceptions. The City of La Habra reserves the right to terminate vendo discretion. Event will take place rain or shine. No early break downs. No sharing booths. You are only allowed to display and listed in your description. Vendors are required to bring their own display set-ups (canopy, tables, chairs, etc.) and extension undersigned does hereby release forever any event coordinators, servants, assigns, and property location, and its employees hany and all liability resulting from damages, lost, stolen items and injuries. Participation is at your own risk. Absolutely no alcohold or distributed.	I sell items cords. The narmless of		
Signature: Date:			

# RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT

For and in consideration of permitting X	to participate in
the 2019 Tamale Festival Event sponsored by the City of La Habra's Departr	nent of Community Services, the
Undersigned hereby voluntarily releases, discharges, waives and relinquished	es any and all actions or causes of
action for personal injury, property damage or wrongful death occurring to	him/herself arising as a result of
participation in said recreational program or any activities incidental thereto	wherever or however the same
may occur and for whatever period said program may continue, and the Unio	dersigned does for him/herself,
his/her heirs, executors, administrators and assigns hereby release, waive,	discharge and relinquish any
action or cause of action, which may hereafter arise for him/herself and for	his/her estate, and agrees that
under no circumstances will he/she or his/her heirs, executors, administrat	ors and assigns prosecute or
present any claim for personal injury, property damage or wrongful death a	gainst the City of La Habra and its
officers, officials, agents, contractors, volunteers, boards, departments, ser	vants or employees for any of
said causes of action, whether the same shall arise by the negligence of any	of said persons, or otherwise. IT
IS THE INTENTION OF XBY TH	IS INSTRUMENT, TO EXEMPT AND
RELIEVE THE CITY OF LA HABRA AND THE RELATED PARTIES MENTIONED HE	REIN, FROM ALL LIABILITY FOR
PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY T	HE NEGLIGENCE OF ANY PERSON
OR ENTITY.	

The Undersigned, for him/himself, his/her heirs, executors, administrators or assigns agrees that in the event any claim for personal injuries, property damage or wrongful death shall be prosecuted against the City of La Habra and/or its officers, officials, agents, contractors, volunteers, boards, departments, servants or employees, he/she shall defend, indemnify and save harmless the same City of La Habra and the aforementioned related parties from any claim, cause of action, loss, liability, damage, lawsuit, cost or expense (including reasonable attorney's fees) by whomever or wherever made or presented for said personal injuries, property damage or wrongful death.

In case of accident or other emergency, the Undersigned hereby gives permission for the City of La Habra and/or its officers, officials, agents, contractors, volunteers, boards, departments, servants or employees, to obtain emergency medical treatment. The Undersigned further agrees to pay any costs incurred as a result of such treatment. In addition, the Undersigned has been notified that participants involved in City-sponsored recreation programs are subject to being photographed or videotaped, and he/she hereby gives permission for the City of La Habra to use such photographs or videotapes to publicize and promote the City's recreation programs.

THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS PERSONALLY READ, UNDERSTANDS, AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT, IS FULLY AWARE OF THE POTENTIAL RISKS AND HAZARDS WHICH ARE INHERENT TO ENGAGING IN THE SPECIFIED RECREATIONAL PROGRAM OR ANY ACTIVITIES INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO, ANY NEGLIGENT ACTS PERFORMED BY THE CITY OF LA HABRA AND/OR ITS OFFICERS, OFFICIALS, AGENTS, CONTRACTORS, VOLUNTEERS, BOARDS, DEPARTMENTS, SERVANTS OR EMPLOYEES, NEGLIGENTLY CREATED OR MAINTAINED DANGEROUS CONDITIONS OF PUBLIC PROPERTY, WEATHER CONDITIONS, EQUIPMENT, MACHINERY, PLAYING CONDITIONS, OTHER PARTICIPANTS, ON-SITE PHYSICAL PREMISES, STRUCTURES OR SUBSTANTIAL WORKS OF IMPROVEMENT. THE UNDERSIGNED VOLUNTARILY ASSUMES ALL RISKS OF LOSS, DAMAGE, OR INJURY ASSOCIATED WITH HIS/HER PARTICIPATION IN THE SPECIFIED RECREATIONAL PROGRAM OR ANY ACTIVITIES INCIDENTAL THERETO.

Representative Name	Company/Group Name
Representative Name	Company, Group Name

Date

Signature