

## FOOD VENDOR APPLICATION AGREEMENT

*Zalud House Museum Pioneer Days & Rib Cook-Off*

*October 8, 2022, Downtown Porterville, CA*

Submittal of this agreement does not guarantee booth space. EVENT will notify FOOD VENDOR upon receipt of Application Agreement to confirm booth space. Event reserves the right to limit the number of similar types of product booths in order to provide a maximum profit opportunity for vendors.

	Food Vendor	\$100.00
Choose One:		
	Temporary Food Low Risk	\$ 30.00
	Temporary Food Moderate Risk	\$ 61.00
	Temporary Food High Risk	\$ 91.00
	Annual Permit	PROVIDE COPY
	Total Paid	_____

### FOOD VENDOR APPLICATION

BUSINESS NAME \_\_\_\_\_

NAME \_\_\_\_\_ TELEPHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

DESCRIBE FOOD TO BE SOLD:

**The following terms and conditions are agreed to:**

***(FOOD VENDOR, Please INITIAL EACH LINE below before submitting.)***

1. \_\_\_\_\_ VENDOR SPACE BOOTH SIZE: 10' X 12'
2. \_\_\_\_\_ Fire Extinguishers are required for all food vendors.
3. \_\_\_\_\_ Sales and any other applicable taxes are the sole responsibility of FOOD VENDOR.
4. \_\_\_\_\_ FOOD VENDOR will be required to purchase and obtain a Temporary Food Single Event Permit (or provide a copy of an annual permit) from TCEHS in order to operate a FOOD VENDOR booth. The Temporary Food Application (provided by EVENT) and applicable fee must be submitted along with this agreement and food vendor fee.
5. \_\_\_\_\_ FOOD VENDOR must be set up and ready for Health Inspector by 9:00AM
6. \_\_\_\_\_ FOOD VENDORS are to have everything removed from Main Street by 4:00PM.
7. \_\_\_\_\_ EVENT will provide the space for your booth only. ***There is no electrical power or water.***
8. \_\_\_\_\_ All FOOD VENDOR personnel must conduct themselves in a friendly, courteous and honest manner before the public.
9. \_\_\_\_\_ In the event of public strike, labor strike, natural calamity or act of God or other unforeseen cause which results in limited or no public activity, EVENT will not be held responsible. There will be no refunds for these occurrences beyond the control of the EVENT. Due to the nature of this activity and potential conflicting dates, there is no rain date. In the event the festival is canceled for other reasons, the EVENT will be responsible only to refund prepaid space fees, less processing fee and has no other liabilities with

regard to these shows. Refunds for cancellation by FOOD VENDOR will be at the sole discretion of the EVENT.

10. \_\_\_\_\_ ABSOLUTELY NO REFUNDS WILL BE GRANTED AFTER September 22, 2022.
11. \_\_\_\_\_ EVENT accepts no responsibility or liability for, including but not limited to, damage, fire, theft, vandalism, etc. to the FOOD VENDOR property and/or personnel.
12. \_\_\_\_\_ FOOD VENDOR shall hereby agrees to defend, and hold harmless the City of Porterville and its officers, employees and agents from and against any and all loss, liability, charges and expenses including attorney's fees and cause of action of whatsoever character which may arise from reason of participation in the above program/service or be in any way connected herein, including third party claims. The City of Porterville does not provide accident, medical, liability or any other insurance for the program participants. I assume all risk for any injuries, including the risk of exposure to communicable diseases as a result of my participation in the program. Please be advised that participants in Parks & Leisure Services activities, or at City facilities, are subject to being photographed, and such photographs may be used to promote City programs. The City of Porterville will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its facilities, programs, services and activities.
13. \_\_\_\_\_ The Event's liability insurance does not protect individual vendors. Consult your own insurance agent relative to coverage on public liability, property loss, and property damage during the time your material is at the event.
14. \_\_\_\_\_ Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
15. \_\_\_\_\_ This agreement may not be modified or amended, except in writing signed by the EVENT and FOOD VENDOR.
16. \_\_\_\_\_ This agreement shall be construed in accordance with the laws of the State of California.
17. \_\_\_\_\_ In the event any part or parts of this agreement are found to be void, the remaining provisions shall nevertheless be binding with the cause and effect as though the voided parts were deleted.
18. \_\_\_\_\_ FOOD VENDOR further agrees to hold harmless to the full extent of the law, EVENT, and including but not limited to its successors and assigns, heirs, executors and administrators, employees, sponsors, representatives, advisors, consultants, family, friends, of and from all, specialties, covenants, contract, malpractice, controversies, agreements, promises, variances, trespasses, damages, judgments, extent, executions, claims and demands whatsoever, in law or in equity, arising out of this agreement in any manner whatsoever including, but not limited to those herein above mentioned.

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**MORE DETAILS:**

<b>Make all checks payable to:</b> City of Porterville	<b>Event Coordinator:</b> Tonya Childree, (559)791-7697
<b>Address:</b> City of Porterville Parks & Leisure Services Department 15 E. Thurman Ave., Suite A, Porterville, CA 93257	<b>Email Address:</b> portervillepioneerdays@gmail.com
<b>Website:</b> <a href="https://www.ci.porterville.ca.us/departments/parks_leisure/special_events/pioneer_days/vendors.php">https://www.ci.porterville.ca.us/departments/parks_leisure/special_events/pioneer_days/vendors.php</a>	