

2021 VALLEY CULTURAL FOUNDATION CORPORATE BOOTH AGREEMENT
____ HOLIDAY ARTS & MUSICAL FESTIVAL 2021

(CHECK ONE OR ALL OF THE ABOVE THAT APPLY)

Date: _____

Name of Vendor: _____

Contact Person: _____

Position/Title: _____

Address, City, Zip: _____

Phone Number: _____ Emergency/Cell: _____

Fax: _____ Email: _____

Insurance Carrier: _____ Policy Number: _____

Agent Phone #: _____

This Agreement is entered into this ____ day of _____, 202__ between Valley Cultural Foundation, a California Non-Profit Corporation ("VCF") and _____ ("Vendor") for the purpose of leasing a booth space at Warner Ranch Park for VCF Holiday Arts & Music Festival.

BOOTH FEE:

- A. **Total Fee:** \$ _____
- B. **Events Included.** Holiday Festival
- C. **Deposit:** A non-refundable deposit of \$ _____ is due upon the signing of this contract to hold your booth space
- D. **Pay in Full Option:** You may choose to pay your booth fee of \$ _____ in full at this time
- E. **Payment Plan:** See Attached Payment
- F. **Payment Method.** Payment method is: Credit Card, Cash, Money Order or Cashier's Check. **We do not accept personal checks, no exceptions.**
- G. **Final Payment(s):** Your payment plan and total payment in full must be completed by December 1st, 2021 you may not occupy your booth space until your contract is paid in full.* See office for other options if needed.

VENDOR BOOTHS:

- A. **Standard Equipment:**
 - a. **Option 1 -** Vendor Supplies their own tent, table and chairs. VCF will provide one 20 Amp / 110-volt electrical outlet
- B. **Additional Equipment:** Any vendor requiring additional equipment shall be charged additional annual fees as follows: (1) additional electric outlet, \$100.00 each; (2) Additional Tables \$50.00 each.
- C. **Vendor** must provide their own extension cord and power outlets (25' recommended length) and booth decorations.
- D. **Damage to Equipment:** Vendors shall be responsible for the repair or replacement of any damaged equipment supplied to Vendor by VCF or its suppliers, including but not limited to the booth, tables, chairs, or electrical equipment.
- E. **No Food Products:** Vendors (other than approved food vendors) are not allowed to serve **any type of food, candy or drinks.**
- F. **Booth Space:** Vendors are not allowed to conduct business outside of your 10X10 space, or allowed to distribute information or promotional items throughout the park. Walk ways must remain clear at all times. No signs allowed outside of vendor booth. **Initial** _____
- G. **All Advertisement** must be within your vendor space. Walk ways must remain clear at all times. No signs allowed outside of vendor booth. **Initial** _____

HOURS of OPERATION & RULES:

- A. **Acceptance** into the event does not constitute exclusivity.
- B. **The Valley Cultural Foundation** is not responsible for damage, loss, theft or destruction to any item of personal property of vendor, it's employees, representatives or agents or other property brought to or for the event, including but not limited to vehicles, equipment, materials, signage, lighting, canopy, chairs, good, items to be sold and the like.
- C. **In an effort** to keep a cohesive appearance Vendors not using their assigned booths for the event, must notify the VCF office by noon the Thursday before the event. Any relinquished booths allows VCF the right to find a replacement for the upcoming event.
- D. **Vendor Access** is located at 21820 Califa Ave, (Lou Bredlow Pavilion) at the west end of the circular drive behind the stage. There is no vendor parking in this area, it is the entrance to the park and to unload your vehicles. This is the only way onto the park grounds unless notified of a change. The Mary Lee entrance is not accessible or available due to Fire and Police regulations. Your vehicle must be immediately removed from the park after unloading and moved to parking structure.
- E. **Alcoholic** beverages are prohibited on event grounds except in designated "Beverage Garden" areas. The sale or consumption of alcohol is specifically limited to those items sold in the "Beverage Garden" and must be consumed in the "Beverage Garden"
- F. **VCF employees** are unable to assist you in setting up or taking down your booths, please be sure you have the proper equipment and staff for your booth.
- G. **Vendor** and its agents are responsible for removing all personal and other proper brought to or for the event, including but not limited to vendor's and its agent's vehicle, equipment, materials, signage, lighting, canopy, chairs, goods items to be sold and the like from the event site no later than 9:00 pm. Unless for special events the concert runs longer.
- H. **Participants** are responsible for set-up and tear-down of their own displays. All vendors must clean their area and take all trash to the bins located behind the stage at the end of the event.

- I. **Vehicles may** not return to park grounds until at least 8:15 p.m. or until an "all clear" has been given by VCF's Stage Manager and /or the Fire Inspector. VCF shall provide each Vendor up to one (1) parking pass for the parking structures located on Califa (north of the Park) for the purpose of parking your vehicle.

COMPLIANCE WITH ALL FIRE CODES: Vendor shall comply with any and all conditions and/or requirements set forth for the purpose of satisfying and adhering to all applicable City codes and regulations. VCF assumes no responsibility or liability for vendor's violations with regard to City Codes and regulations.

INSURANCE: Vendor shall provide and maintain, at its sole cost and expense: Workers Compensation Insurance and general liability insurance. Vendor shall provide a certificate of insurance naming VCF, the City of Los Angeles and the City of Los Angeles Parks and Recreation Department as additional insureds.

TAXES AND FEES:

- A. **Taxes:** Vendor shall be responsible for any and all applicable taxes or fees imposed by the City, State, County or Federal Governments related to the operation of the Vendor's booth.
- B. **Worker's Compensation Insurance.** Vendor shall maintain their own Workers Compensation Policy and shall be responsible for all fees related to such coverage.

INDEMNIFICATION AND HOLD HARMLESS: Vendor agrees to indemnify, defend, save and hold harmless Valley Cultural Foundation, the City of Los Angeles, and the City of Los Angeles Department of Parks and Recreation, and any and all officers, directors, agents, employees from any and all claims of any nature whatsoever, including, but not limited to, death, personal injury, or property damage arising from or connected to, directly or indirectly, its operations, equipment, products, and services.

RELEASE AND WAIVER OF ALL LIABILITY: Vendor assumes all responsibility for the sales of its product, materials and/or services and the actions by any of its employees or agents occurring immediately before, during, or after Concerts and/or Movies in the Park. Vendor hereby releases VCF, the City of Los Angeles, and the City of Los Angeles Department of Parks and Recreation, and any and all of their respective officers, directors, agents, employees from any and all claims of any nature whatsoever, including, but not limited to, death, personal injury, or property damage arising from or connected to, directly or indirectly, its operations, equipment, products, and services.

CANCELLATION: In the event of rain, this event will be canceled/postponed. We will follow all LA County Health department orders and adhere to all Covid 19 restrictions. If the event is canceled per the items above, the vendor fees will be refundable. Otherwise, this is a none refundable event.

THERE IS NO GUARANTEE OF PROFITS: VCF cannot guarantee a profit for any participant. Additionally, we will not refund booth fees should you decide not to participate or not occupy your booth space. You are responsible for occupying your booth space at all times, early departure is not permitted.

LIMITED SPACE - Due to limited space available, VCF reserves the right to select participating vendors. VCF does not accept or assign any exclusive vendor or sponsor deals.

I have read the above vendor information, as well as the details of this reservation form and agree to be bound by its contents.

Authorized Signature: _____ Date: _____

Printed Name: _____

Company: _____ Title: _____

Signature: _____ Date: _____

Nora Ross
Executive Director – Valley Cultural Foundation

2021 Booth Payment Schedule

Booth Cost: _____
Deposit Amount: _____
Balance: _____

	Payment Date	Amount	Date Paid	Balance
1				
2				
3				
4				
5				
6				

7				
8				
9				
10				

Name/Business on Card: _____

Credit Card #: _____

Exp. Date: _____ V-Code: _____

Billing Address: _____

Zip Code: _____ Email: _____

Signature: _____

Cancellations:

VCF may at its sole discretion, and with or without notice, postpone or cancel the event for causes beyond the organizations control. Such causes shall include, without limitation, the laws, regulation, act, demands or interpositions of the Federal, State or Local Government, acts of GOD, fire, flood, weather or any other cause (health orders) beyond the organizations control whether similar or dissimilar to the foregoing.