



LA HABRA TAMALE FEST

FOOD VENDOR

Thank you for your interest in the La Habra Tamale Festival. The City of La Habra is inviting food vendors to its 10th annual Tamale Festival, which will be held on Saturday, December 2nd, from 10:00 a.m. to 8:00 p.m., on Euclid St. between La Habra Blvd. and Bridenbecker Ave. Anticipated attendance for this event is 10,000 guests. To learn more about our Tamale Festival, please visit: lahabratamalefestival.com.

If you are interested in being a food vendor at the 2023 La Habra Tamale Festival, please complete the appropriate paperwork and return it to the La Habra Community Center, 101 W. La Habra Blvd., La Habra, CA 90631. Turning in an application does not guarantee your acceptance as a vendor for this event. If you are approved, you will receive written confirmation and instructions on how to make payment, one payment is received you will receive a confirmation and will be an official vendor. Please read through all the vendor rules and regulations; we highly suggest you keep these on file so you can refer back to them as needed. There are no refunds for cancellations or no shows. Refunds only will be given if the Festival is cancelled by the event organizer.

What do I need to turn in with my application?

All documents listed below must be turned in by the deadline listed. Failure to turn in proper paperwork will jeopardize your eligibility to participate in the festival.

- Food Vendor Application
- Booth Payment (Visa/Mastercard, Cash, or Check payable to: City of La Habra)
- Release of Waiver/Liability
- Orange County Department of Health: One-Day Health Permit (By November 1st)
- Event Insurance (By November 1st)



Booth & Signage:

A 10x10ft. canopy with screened netting and service windows in the front/back will be provided (service windows will be provided on a third wall IF selling frozen tamales). Booths must have a professional and clean appearance. All vendors must provide their own equipment: tables, chairs, and individual trash cans as needed, etc. Vendors are responsible for keeping their booth attractive and well decorated. Signage/banners must be visible to guests and must reflect their approved menu, fees, and accepted payment methods.

Booths must be completely set-up and ready for inspection by 8:00 a.m. on Saturday, December 2nd. Set-up and vehicle access to your booth will be available on Friday, December 2nd from 1:00 to 8:00 p.m. and Saturday, December 4th from 6:00 to 7:45 a.m. Vehicles may enter Euclid St. off of La Habra Blvd., and MUST check-in at the Information Booth. Vehicles must exit at the end of Euclid St, opposite of the entrance.

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 Friday and bring the food on the day of the event.

Booths may not be removed from the Festival site before the closing hour of 9:00 p.m. 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 morning by 2:00 a.m. Everything brought in, must leave with the vendor, aside from trash (approved for the dumpster) and organic waste (approved for the container). Oil, charcoals, grease, etc. may not be disposed in the portable restrooms, restrooms, street, drain, or left at the site.

OC Health Care Agency

Food vendors are responsible for obtaining their own health permit for the event and following all of the OC Health Care Agency's guidelines. Attachments will be provided with the application and/or upon request.

Electricity

Please complete the electrical needs portion of the vendor application. Electricity use will be closely monitored. Electrical power will be available from 6:00 a.m. to 11:59 p.m. on Saturday, December 3rd. Please arrange your electricity needs accordingly. All equipment must be plugged into a surge protector and not directly into the generator or distribution box. Vendors will be responsible to provide their own heavy-duty extension cords and surge protector(s) needed for the distribution box. The appropriate cord gauge is determined by the amps being used. Vendors can bring their own generators if they wish.

Point of Sale:

To expedite the lines, booths must operate with a minimum of two points of sale open at all time. Points of Sale must be open on both sides of the tent. Tamale Vendors are strongly encouraged to sell frozen tamales. Booths selling hot and frozen tamales will be given extra space allowing for a "frozen only" line.

Vendor Merchandise:

All vendors are required to fill out LIST OF ITEMS TO BE SOLD on the application. Only those items that have been approved will be allowed. NO alcoholic beverages of any kind may be sold or given away by a vendor.

Tamale vendors need to be prepared to sell large quantities of tamales and must produce a minimum of 2,000 tamales for the event. Traditional tamales should be about 1" thick, 2" wide and 4" in length. Tamales must be sold for a minimum of \$2.00 each. Vendors can discount tamale prices starting at 7:00 p.m.

Tamale Contest

Every tamale vendor will receive ONE free entry into the Vendor Tamale Contest. There are three different categories: Best Tamale, Best Dessert Tamale, and Judges Award. Winners will be announced at the Main Stage.

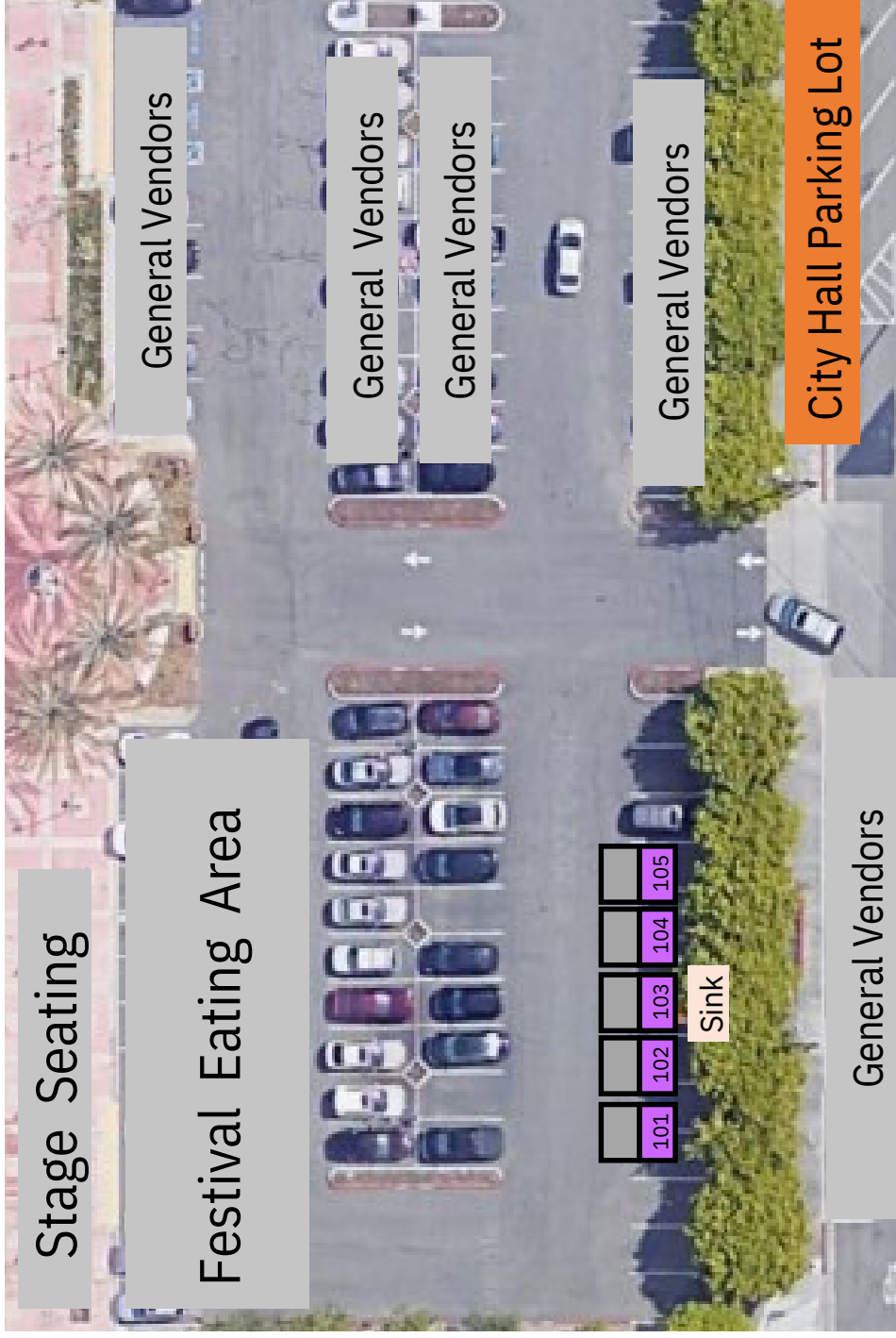
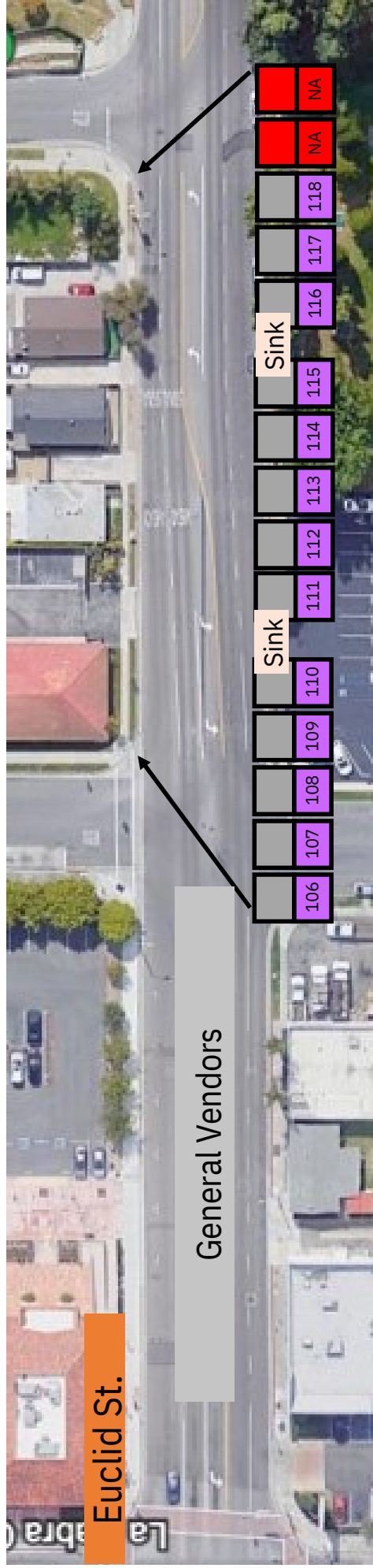
Cancellations

The Festival will take place regardless of weather conditions. There are NO refunds for weather or vendor cancellations. Vendors must be prepared for inclement weather and any other unforeseen circumstances. In the case that the City of La Habra cancels the event, full refunds will be processed.

Overnight Security

The City will provide overnight security, from Friday, December 1st, 4:00 p.m. to 6:00 p.m. on Saturday, December 2nd. 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.

2023 La Habra Tamale Festival Food Vendor Map & Price Sheet



Food Booths (101 thru 118)

- \$675 — On or Before 10/31/23
- \$800—On or After 11/1/23
- \$100 Discount on the second booth, if purchased at the same time.

Booths subject to change at the discretion of the event production team. Changes will be communicated to vendors.

Insurance Coverage

Due by November 1, 2022

A \$50 late fee will be assessed to COI's that are not turned in/approved before the deadline.

Please allow 2 business days for insurance approval and additional time (we recommend two weeks) to make COI changes through your carrier.

A certificate of liability insurance (COI) and endorsement naming the City as additional insured, from your group/organization MUST be submitted and approved by **November 1, 2023**.

The certificate must include:

1. Date of Event(s), including set-up day (December 2-3, 2022)
2. Type of event or activity
3. The City of La Habra must be named additional insured for one million dollars (\$1,000,000) comprehensive general liability to include: contractual liability, business auto, products (including food if applicable) and broad form property damage
4. Insurance must be provided by a carrier rated A-VII or higher by Best's Insurance Rating Service
5. All activities and rental insurance requirements are subject to review and approval by appointed City personnel
6. Automobile Liability is required for all vendors who will be operating an automobile during the event and time frame listed on the insurance policy. Coverage must include at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
7. Workers' Compensation and Employers' Liability is required for all vendors that employ workers for the event and time frame listed on the insurance policy. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.

Also, the following wording MUST be included on the COI and endorsement: Commercial General Liability

Additional Insured:

The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the named insured including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 20 10 and CG 2037.

Waiver of Subrogation:

A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Obligations of Vendor:

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the vendor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Vendor under this agreement.

Please include the following in the additional insured endorsement along with the COI

**City of La Habra
110 E. La Habra Blvd.
La Habra, CA 90631**



LA HABRA TAMALES FEST

LA County Fire Requirements

Cooking tents

You may not cook in tents accessible to the public. Cooking inside a tent must be pre-approved by the La Habra Tamale Festival and must meet the following guidelines:

- Tents must be made of flame retardant material and be a specified cooking tent.
- Propane tanks must be located a minimum of ten feet from the tent and any other structure with the relief valve pointed away from the tent and the tank secured from falling over
- Tent must be 20 feet from other tents and structures (Additional booth fee will apply)
- At least one 2A:10B:C extinguisher must be provided
- A “K” class extinguisher is required if cooking with oils or other combustible cooking media

Outdoor cooking

- Must be located 10 feet from structures and tents
- Cooking outside tents that produce sparks or grease laden vapors such as wood burning or charcoal barbeques must be located 20 feet from tents and structures and have a “K” class extinguisher

Propane tanks for cooking or heating

500 gallons or less

- Located at least 10 feet from tent
- Relief valve must point away from tent

More than 500 gallons

- Located at least 25 feet from tent
- Relief valve must point away from tent
- Must be secured from falling over
- Must be protected from tampering

Generator/Internal combustion engines

- Fuel tanks shall be large enough to permit uninterrupted operation during normal operating hours.
- Refueling shall not take place while event is open to the public
- Shall be isolated from contact with the public by physical guards, fencing, or an enclosure
- A minimum of one 2A:10B:C extinguisher shall be provided
- Shall be located a minimum of 20 feet from tents, canopies, or other membrane structures
- All wires shall be covered and protected from damage and becoming a trip hazard



Booth Name: _____

Food Vendor Application

Vendor/Organization:

Company Name/Organization: _____

Contact Person: _____

Primary Phone: _____ Secondary Phone: _____

Address: _____

Email: _____

Event Set-Up Information:

Set-up and vehicle access to your booth will be available on Friday, December 2nd from 10:00 a.m. to 1:00 p.m., limited vehicle access (food vendors will have priority access) on Friday, December 2nd from 1:00 to 7:00 p.m., and vehicle access on Saturday, December 2nd from 6:00 to 7:45 a.m. Vehicles may enter Euclid St. off of La Habra Blvd., and MUST check-in at the Information Booth. Vehicles must exit off First St. or at the end of Euclid St. It is strongly recommended that you set up a majority of your booth on Friday and bring smaller items on Saturday.

I will be setting up on the following date(s) (Please select ONE or MORE):

_____ Fri., December 1st from 1:00 - 8:00 p.m.

_____ Sat., December 2nd from 6:00 to 7:45 a.m.

List of Items to be Sold:

Please list all items and prices that you intend to sell. Vendors will not be allowed to sell items that are not listed.

Booth Name:

Equipment to be Used:

Please list all of the equipment that will be used in your booth. Equipment that is not listed on this application will not be permitted.

Electrical Needs:

Electrical power will be provided for all vendors. Vendors can bring their own generators if they wish, but must follow LACoFire guidelines. Vendors need to supply their own surge protectors and power cords (three-prong) to connect to the power boxes. All equipment must be plugged into a surge protector. You must fill out the form in its entirety; the La Habra Tamale Festival will not be responsible for providing electrical needs that are not indicated on this form.

110 Volt, 20 Amp Supply for: _____
110 Volt, 20 Amp Supply for: _____
110 Volt, 20 Amp Supply for: _____
110 Volt, 20 Amp Supply for: _____

Marketing - What can we put on the website and/or social media:

Business Name: _____
Business Phone: _____
Facebook: _____
Instagram: _____
Website: _____
X (Twitter): _____
Other: _____

What payments will you accept at your booth?

____ Mastercard ____ Visa ____ Discover ____ AMEX ____ Cash ____ Apple Pay ____ Venmo
____ Other: _____

PLEASE NOTE: All Food Vendors must obtain a health permit from the Orange County Health Care Agency (OCHCA): 1241 E. Dyer Rd. #120 Santa Ana, CA 92705. A fee will be paid directly to the OCHCA. Please provide the City of La Habra with a copy of the confirmation/receipt once complete. Health Permits will be provided to you at event check-in.

Booth Name:

Booth Assignment Request

Call 562-383-4200 to check booth availability.

First Choice: _____ Second Choice: _____ Third Choice: _____

Please confirm you have received, read, and understand the following by initialing each item:

- _____ Rules and Regulations
- _____ Insurance Requirements
- _____ I understand the insurance certificate is due by November 1, 2023. A late fee of \$50 will be applied after November 1, 2023.
- _____ LA County Fire Requirements
- _____ Orange County Health Care Agency
- _____ City of La Habra Waiver of Liability

Food vendors must comply with all health laws, ordinances, and regulations of the State of California, County of Orange, City of La Habra, and the La Habra Tamale Festival. The Department of Environmental Health lists minimum requirements for the Festival. Cooking of foods in booths will require compliance with the Fire Department and Health Department. For more information please contact us at (562) 383-4200.

I have read and understand the 2023 La Habra Tamale Festival rules and regulations and La Habra Tamale Festival requirements.

Printed Name

Date

Signature

OFFICE USE ONLY:

Amount Due: _____ **Confirmation #:** _____

- _____ Application
- _____ Insurance Certificate
- _____ OCHCA Permit
- _____ Waiver
- _____ Activenet
- _____ Matrix
- _____ Website

NOTES:

Booth Name:

RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT

For and in consideration of permitting X _____ to participate in the **2023 Tamale Festival** sponsored by the City of La Habra's Department of Community Services, the Undersigned hereby voluntarily releases, discharges, waives and relinquishes 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 Undersigned 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, administrators and assigns prosecute or present any claim for personal injury, property damage or wrongful death against the City of La Habra and its officers, officials, agents, contractors, volunteers, boards, departments, servants 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 X _____ BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE CITY OF LA HABRA AND THE RELATED PARTIES MENTIONED HEREIN, FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE NEGLIGENCE OF ANY PERSON OR ENTITY.

The Undersigned, for him/herself, his/her they/them, 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 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.

Printed Name:

Date:

Organization:

Signature: