



FOOD VENDOR APPLICATION

SATURDAY, DECEMBER 3, 2022

LA HABRA TAMALE FESTIVAL

10:00 A.M. TO 10:00 P.M.

LAHABRATAMALEFESTIVAL.COM

Thank you for your interest in the La Habra Tamale Festival. The City of La Habra is inviting vendors to sell food at its ninth annual Tamale Festival. The 2022 La Habra Tamale Festival will be held on Saturday, December 3rd, from 10:00 a.m. to 10:00 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 2022 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 food vendor for this event. If you are approved, you will receive written confirmation and a receipt of payment. 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 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 festival eligibility.

With your Application (*Applications turned in past October 31st must include all documents listed below*)

- Food Vendor Application
- Booth Payment (Visa/Mastercard, Cash, or Check payable to: City of La Habra)
- Menu
- Release of Waiver/Liability
- Covid-19 Health Waiver
- Marketing Form
- Orange County Department of Health: One-Day Health Permit (By November 1st)
- Event Insurance (By November 1st)

What is included in the vendor fee?

- 10x10ft. canopy with three low side walls and a net screened front
- Electricity
- 10x10ft. cooking space behind the tent
- One entry into the Tamale Vendor contest
- One parking pass
- Inclusion in online marketing
- Inclusion in event program

2022 Food Vendor Booth Fees

By October 31, 2022

\$650	One Booth
\$1,200	Two Booths

After October 31, 2022

\$800	One Booth
\$1,300	Two Booths

Vendors are accepted on a first come, first served basis.

We will be limiting the number of vendors selling similar/duplicate items.

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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 (unless purchased), chairs, individual trash cans as needed, etc. Vendors are responsible for keeping their booth attractive and well decorated. Signage/banners must be visible to guests **ON BOTH OPERATING SIDES** 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 3rd. 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 10:00 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 8:30 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 and added to our Event Social Media pages and website.

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, Friday, December 3rd from 4:00 p.m. to 6:00 p.m. on Saturday, December 4th. 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.**

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, 2022**.

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 timeframe 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 timeframe 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**

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

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COVID-19 Waiver

The Covid-19 Pandemic is a fluid situation. The La Habra Tamale Festival is committed to providing a safe event for everyone attending and will closely monitor guidelines set by the Centers for Disease Control and Prevention (CDC) and the Orange County Health Agency (OC Health). Covid-19 specific guidelines can change and a final plan will be available as the event date gets closer.

Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing.

I agree to waive and release the City of La Habra, Community Services Department, its officers, agents, volunteers, and employees from and against any and all claims, costs, liabilities, expenses or judgements, including attorney fees and court costs arising from my (or my child's) participation in the City of La Habra Programs. City of La Habra Programs have taken preventative measures to reduce the spread of COVID-19, which include taking participant's temperature, wiping down surfaces and minimizing the number of people grouped together. However, we cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending City of La Habra Programs could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending City of La Habra Programs and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Program employees, its officers, agents, volunteers, participants and their families.

I voluntarily agree to assume all of the foregoing risk and accept sole responsibility for any injury to my child (ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at City of La Habra Programs or participation in event programming ("Claims"). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the City of La Habra, Community Services Department, its officers, agents, volunteers, and employees from and against any and all claims, costs, liabilities, expenses or judgements, including attorney fees and court costs arising from my (or my child's) participation in the City of La Habra Programs. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City of La Habra, Community Services Department, its officers, agents, volunteers, and employees from and against any and all claims, costs, liabilities, expenses or judgements, including attorney fees and court costs arising from my (or my child's) participation in the City of La Habra Programs, whether a COVID-19 infection occurs before, during, or after participation at City of La Habra Programs.

Printed Name _____

Date _____

Organization _____

Signature _____

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RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT

For and in consideration of permitting X _____ to participate in the 2022 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 _____

Payment Methods Accepted:

Mastercard Visa Cash Apple Pay Venmo Other: _____

How many Point of Sales will you have open (Minimum 2): _____

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.

ITEM

VOLTAGE

110 Volt, 20 Amp Supply

110 Volt, 20 Amp Supply

110 Volt, 20 Amp Supply

110 Volt, 20 Amp Supply

Marketing Information:

Cross promoting the event will assist in the marketing of the Festival, which is good for the Festival and you! Please let us know how we can help each other with the marketing.

Blurb about your booth (Could be used for Social Media/Program/Website)

Social Media Information:

Facebook: _____

Website: _____

Instagram: _____

Twitter: _____

Other: _____

What can we list on the website?

Business Name: _____

Business Address: _____

Business Phone Number: _____

Business Website Link: _____

Payment Information

Food Vending Fee

- _____ \$650/1 Booth (Before Oct. 31st)
_____ \$1,200/2 Booths (Before Oct. 31st)
_____ \$800/1 Booth (After Oct. 31st)
_____ \$1,300/2 Booths (After Oct. 31st)

Multiple booths must register at the same time to receive this pricing. If booths are added on at a later time, then they will have to pay the current single booth price.

Equipment

_____ Tables at \$15 = \$ _____

VENDOR FEES INCLUDE:

- 10x10 food tent with walls and two net screened front windows
- Electricity (up to four 110 Volt, 20 Amp Supply)
- 10x10 cooking space behind the tent
- One entry into the Tamale Vendor contest
- Inclusion in online marketing
- Inclusion in event program
- **LARGER SPACE for Tamale Vendors selling Frozen Tamales listed.**

TOTAL AMOUNT DUE:

Tamale Contest : Yes, I will participate!

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.

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

Rules and Regulations	_____	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.
Insurance Requirements	_____	
LA County Fire Requirements	_____	
Orange County Health Care Agency	_____	
COVID-19 Waiver	_____	
City of La Habra Liability Waiver	_____	

I have read and understand the 2022 La Habra Tamale Festival rules and regulations and La Habra Tamale Festival requirements.

Signature _____

Date _____

FOR OFFICE USE ONLY:

Completed Application Received: _____ By: _____

Payment Receipt: _____

Returning Vendor: _____ Yes _____ No

ALL SPACES WILL BE ASSIGNED ON A FIRST COME AND FULLY PAID BASIS

FOOD VENDOR SAMPLE LAY-OUT

