



VENDOR APPLICATION (NON-FOOD)

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 join us at the 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 general 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 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*)

- Vendor (Non-Food) Application
- Booth Payment (Visa/Mastercard, Cash, or Check payable to: **City of La Habra**)
- Release of Waiver/Liability
- Covid-19 Health Waiver

What is included in the general vendor fee?

- 10x10ft. Space (Vendor must bring their own equipment)
- Inclusion in online marketing
- Inclusion in event program and announcements

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

All efforts will be made not to duplicate vendor items.

For additional information, please contact

The La Habra Tamale Festival at:

LHRecreation@lahabracal.gov

2022 VENDOR (NON-FOOD) BOOTH FEES

By November 15, 2022

\$200.00	One Booth
\$300.00	Two Booths
\$150.00	Non-Profit-Informational Booth Only
\$60.00	Electrical <i>One 110 Volt, 20 Amp Supply</i>

After November 16, 2022

\$250.00	One Booth
\$350.00	Two Booths
\$200.00	Non-Profit-Informational Booth Only
\$70.00	Electrical <i>One 110 Volt, 20 Amp Supply</i>

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Booth & Signage:

A 10x10ft. Assigned space will be provided. Booths must have a professional and clean appearance., including table cloth and skirting. All vendors must provide their own equipment: tables, 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 and must reflect their approved merchandise items, fees, and accepted payment methods.

Booths must be completely set-up and ready for inspection by 9:00 a.m. on Saturday, December 4th -up and vehicle access to your booth will be available on Friday, December 3rd from 10:00 a.m. to 1:00 p.m., limited vehicle access (food vendors will have priority access) on Friday, December 3rd from 1 p.m. to 7:00 p.m. and no vehicle access on Saturday, December 4th from 6:00 to 7:30 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.

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).

Vendor Merchandise:

All vendors are required to fill out a LIST OF ITEMS TO BE SOLD. Only those items will be allowed. Inspections will be done throughout the event. NO alcoholic beverages or beverages of any kind may be sold or given away by a vendor. You MUST list all items to be sold, no exceptions or your booth will be shut down.

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 4th. 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.

Electricity Access is limited and on a first come first serve basis. An additional fee applies.

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 2nd from 4:00 p.m. to 6:00 a.m. on Saturday, December 3rd. 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.**

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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

Printed Name

Date

Organization

Signature

Payment Methods Accepted:

Mastercard Visa Cash Apple Pay Venmo Other: _____

Electrical Needs:

Access is limited and on a first come first serve basis, additional fee applies.

A limited number of vendors will be able to purchase electrical power. Vendors need to supply their own power cord (three-prong) and surge protector 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.

ONE — 110 Volt, 20 Amp Supply will be available for purchase. Please list the item(s) that will be plugged into the surge protector.

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

By November 15, 2022

- ___ \$200.00 One Booth
- ___ \$300.00 Two Booths
- ___ \$150.00 Non-Profit-Informational
- ___ \$60.00 Electrical
One 110 Volt, 20 Amp Supply

After November 16, 2022

- ___ \$250.00 One Booth
- ___ \$350.00 Two Booths
- ___ \$200.00 Non-Profit-Informational
- ___ \$70.00 Electrical
One 110 Volt, 20 Amp Supply

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.

VENDOR FEES INCLUDE:

- 10x10 Assigned booth space
- Inclusion in all social media marketing
- Inclusion in event program and announcements

TOTAL AMOUNT DUE:

\$ _____

Checks payable to: City of La Habra

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

- Rules and Regulations _____
- COVID-19 Waiver _____
- City of La Habra Liability Waiver _____
- General Vendor Application Form _____

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

Booth Assignment: _____

Notes:

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