



SPECIAL KIDS VENDORS Participation Application

32nd Annual 'Encino Family Festival'
Sunday, October 6, 2019

Applications, Insurance
& Payments Due By:
September 9th!

Company Name _____ Non Profit?: **YES** **NO**
 Contact Person(s) _____
 Address _____
 Phone _____ Cell _____
 Fax _____ E-Mail _____
 Resale Permit # _____ Website _____
 Insurance Carrier _____

Please Note: A verification of insurance and signed Pages 2 AND 3 MUST accompany your application.
 See Insurance Information & Indemnification Agreement on page 2
 for details on other materials that MUST be provided.
 Application does not guarantee acceptance.

Description of Service or Products _____
 Amount of Space Needed _____

_____ will provide _____ and provide all services
 required including setting up, monitoring the booth area and all people including but, not limited to
 children in the area, selling tickets and collecting funds. _____ will keep all funds
 collected from the _____. _____ will pay a non-refundable fee of \$ _____ to the
 Encino Chamber of Commerce.

ADDITIONAL FEES:

_____ Corner Booth \$100 _____ One Electric Outlet \$ 100 _____ Rain Insurance \$ 40
 (Booth placement is based on electrical needs and determination by the Encino Family Festival Directors – see
 page 3)

Total Enclosed \$ _____ *Checks Made Payable to Encino Chamber of Commerce*
 Credit Card # _____ Exp. Date _____ Security # _____
 Exact Name on Card _____
 Billing Address _____
 Authorized Signature _____ Date _____

The Encino Chamber of Commerce reserves all rights with respect to presentations, participation & sales permitted at the
 'Encino Family Festival', including the right to shut down on the day of the event those not in compliance with the Encino
 Chamber of Commerce rules or other laws or regulations. **All decisions are final at the sole discretion of the Encino
 Chamber of Commerce. No refunds will be provided.**

The Encino Chamber of Commerce, Encino Family Festival, Bureau of Street Services, Department of Transportation,
 County of Los Angeles and the City of Los Angeles in association with local businesses shall have no liability for damages
 to participants, their employees, agents, representatives or their property. The Encino Chamber of Commerce, its Officers,
 Directors, sponsors, agents, representatives, members, employees of the event as well as the Bureau of Street Services,
 Department of Transportation, County of Los Angeles and the City of Los Angeles are not responsible for any injury, loss,
 damage caused by or to a patron, guest or invitee of the 'Encino Family Festival', the general public, exhibitor, participant
 or his or her employee, agent or representative or their property. The participant/exhibitor, upon execution of this
 application expressly releases the foregoing individuals and entities from any and all claims for such loss, injury or damage
 and agrees to defend and indemnify each of them from any and all such loss, claim, demand or action arising there from.

Please Mail, Fax or Email completed application, agreement, insurance & payment to:
Encino Chamber of Commerce 4933 Balboa Blvd. Encino, CA 91316
Telephone 818-789-4711 / Fax 818-789-2485 * info@encinochamber.org

32nd Annual 'Encino Family Festival' ~ Sunday, October 6, 2019

2019 INSURANCE INFORMATION & INDEMNIFICATION AGREEMENT

PERMITS AND TAXES:

Vendor/Exhibitor assumes all responsibility for any and all applicable sales tax as well as income, workers compensation, social security or any related City, County, State or Federal taxes that may be in effect as a result of their obligations at this event. Vendor/Exhibitor is also responsible for all required and proper special event business and health permits that may be required to do business in the City of Los Angeles, the County of Los Angeles and the State of California. Vendor/Exhibitor agrees to defend and indemnify The Encino Chamber of Commerce and its Officers, Directors, Members, agents, employees and representatives from any and all claims, demands or actions relating to any liability relating to all permits and taxes.

INSURANCE REQUIREMENTS:

Vendor/Exhibitor will provide and maintain, at its sole expense, insurance as set forth below, and provide a Certificate of Insurance evidencing same, naming Encino Family Festival, Encino Chamber of Commerce, Bureau of Street Services, Department of Transportation, County of Los Angeles and the City of Los Angeles as additional insured's. Said certificate shall be in effect for the period including, but not limited to, 12:00am on Sunday, October 6, 2019 through 12:00am on Monday, October 7, 2019.

Said insurance shall be primary to, and not in conflict with any other insurance maintained by the above mentioned "additional insured's". Insurance shall include, but not be limited to, Comprehensive General Liability endorsed to Premises, Operations, Contractual Broad Forms, Property Damage and Personal Injury with a combined single limit of not less than \$1,000,000 per occurrence. If written with an annual aggregate limit, the policy limit should be three times the occurrence limit. Failure of Vendor/Exhibitor to provide and maintain said required insurance shall constitute a material breach of its involvement with the 'ENCINO FAMILY FESTIVAL' and the Encino Chamber of Commerce shall then be entitled to deny Vendor/Exhibitor from participating at this event with no refund entitlement or other consideration for its paid fees, nor shall it lessen Vendor/Exhibitor's overall liability and responsibility.

If said Certificate of Insurance is written on a Claims Made Form, Vendor/Exhibitor shall continue to name the aforementioned "Additionally Insured's" or provide an extended coverage period for all applicable statutes of limitations beginning upon termination or cancellation of Vendor/Exhibitor involvement in the 2019 'ENCINO FAMILY FESTIVAL'. Certificates of Insurance must be mailed or faxed to the office of the Encino Chamber of Commerce at 4933 Balboa Blvd., Encino, CA 91316. FAX 818-789-2485. **Insurance Certificates must be received no later than September 9, 2019.** If said copy is transmitted by facsimile, an original must follow by mail to the same address.

INDEMNIFICATION RELEASE AND WAIVER OF LIABILITY:

By its signature below, and in addition to the other provisions herein, Vendor/Exhibitor assumes all responsibility for the sales of its products, materials and/or services and the actions by any of its participants, employees, representatives or agents occurring immediately before, during or after the 2019 Encino Family Festival. By its signature below, Vendor/Exhibitor agrees to indemnify, defend, save and hold harmless the 2019 Encino Family Festival, Encino Chamber of Commerce and it's Officers, Directors, Members, agents, employees and representatives, Bureau of Street Services, Department of Transportation, County of Los Angeles and the City of Los Angeles and any officers, agents or employees of agents from any and all claims for damages 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, services, as may occur immediately before, during or after the 2019 'Encino Family Festival'.

CANCELLATION:

If the 2019 'Encino Family Festival' is canceled in total or part for any reason/cause by the 2019 'Encino Family Festival', Encino Chamber of Commerce, Bureau of Street Services, Department of Transportation, County of Los Angeles or the City of Los Angeles, the Vendor/Exhibitor shall not be entitled to any refund. Please note that the 2019 'Encino Family Festival' has no scheduled "rain date" or "postponement date". Optional "Rain Insurance" is available at an additional cost.

Please make a reservation in our name for the 2019 'Encino Family Festival' as a participating Vendor/Exhibitor. Enclosed please find a check in the amount of \$ _____ (made payable to the ECC). We have read your Vendor/Exhibitor Information Package, as well as, the details of this reservation form including the important paragraphs on Permits, Taxes, Insurances, Indemnification and Cancellation and we agree to be bound by those terms and contents.

This page MUST be read, signed and sent back along with pages 1 & 5 in order to be considered for acceptance.

Sponsor/ Vendor / Exhibitor _____ Date _____

Print Name _____ Authorized Signature _____

Title _____

32nd Annual 'Encino Family Festival'
Participation Agreement Information

SALES AND BOOTH REQUIREMENTS:

1. Acceptance into the event does not constitute exclusivity. Booth spaces are not guaranteed and are chosen by the Encino Chamber of Commerce at its discretion. Once your payment is received and processed it is not refundable.
2. Space (booth) cannot be shared. Space (booth) must conform to size restrictions on all sides and not infringe on walkways or neighboring booths. All spaces (booths) must be appropriate for family viewing. No drug related items will be sold.
3. **No unauthorized food or beverages may be sold, given out for free or served in your booth. This includes but, is not limited to promotional bottles of water and samples of food.**
4. Alcoholic beverages are prohibited on event grounds except in the designated 'Beverage Garden' area should one exist. The sale and consumption of alcohol is specifically limited to those items sold in the 'Beverage Garden' should one exist and must be consumed in the 'Beverage Garden.' The Encino Chamber reserves the right to not serve or permit any alcoholic beverages throughout the event.
5. Participants must sell from their designated space only; no roving or moving to another location without permission from the Encino Chamber of Commerce or the Festival Directors.
6. The Encino Chamber of Commerce reserves the right to deny the sale of any item based on quality, uniqueness and product mix. Commercially manufactured wares or exhibits will be allowed in the event. These items will be set up in locations determined by the Encino Chamber of Commerce.
7. Each vendor selling a product must have their California State Board of Equalization sellers permit available for inspection on the day of the event and is responsible for collection of sales tax.
8. All revenues are those of the vendors. All food vendors may sell any food items previously authorized by the Encino Chamber of Commerce, subject to City of Los Angeles or County of Los Angeles Health Department/Inspector, at any reasonable price to be set by the vendors at their discretion.
9. **All food vendors are responsible for all their cooking and food preparation equipment (including propane gas, refrigeration, ice, etc.), for grease removal, all serving utensils, plates, napkins, etc. All grease, oil, etc. to be properly stored and removed by vendor.**

SET-UP:

- 10. **Event hours are from 10am to 4pm.** Setup begins at 6am.
- 11. Vehicles will enter from Paso Robles South, and move to an assigned location given to you when you enter on Sunday morning. You are permitted to bring only one vehicle onto the setup area.
- 12. Your vehicle must be immediately removed from the venue after unloading and moved to your assigned parking spot. All vehicles must be off Ventura Blvd. (event site) by 9:00 am. **No Exceptions.**
- 13. Your space may be forfeited if you are not completely set up by 9:30am. If you arrive later, you may be denied access to the venue to set up your booth/space.

CLOSING PROCEDURES:

- 14. **No vendors may vacate their booth until 4:00 p.m.** You may not close, breakdown, exit your booth or the event until the Fire Marshall deems it safe and instructed to do so by an authorized 'Encino Family Festival' representative.
- 15. Break Down starts at 4pm. Please pack all your belongings before you bring your vehicle on to Ventura Blvd.
- 16. Vendor and its agents are responsible for removing all personal and other property brought to or for the event, including, but not limited to vendor's and its agent's vehicle, equipment, materials, signage, booth construction, lighting, canopy, chairs, goods, items to be sold and the like from the event site no later than 6:30 p.m. on the date of the event.
- 17. Participants are responsible for set-up and tear down of their own displays. All participants must clean their area and take all trash to the bin located behind the Encino Chamber office before leaving at the end of day.

PARTICIPANT/VENDOR RESPONSIBILITIES:

- 18. Encino Family Festival and the Encino Chamber of Commerce are 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, booth construction, lighting, canopy, chairs, goods, items to be sold and the like.
- 19. Participants will cooperate in any way necessary to provide a safe and enjoyable event for festival goers as well as fellow participants. Participants must comply with fire codes and the directions of any fire or police personnel. Restaurant/Food Truck participants must have a currently certified and working fire extinguisher in their booth at all times.
- 20. No dogs or pets of any kind are allowed in or near food preparation areas (except service animals).
- 21. **All vendor participants must have their own liability insurance.**
PLEASE SEE INSURANCE DETAILS ON PAGE 3 OF APPLICATION.

Authorized Representative Signature _____

Company _____ Date _____



2019 TASTE OF ENCINO SAVINGS PACKAGE

SAVINGS PACKAGE #1 DISCOUNT FOR ANY TYPE OF PARTICIPANT

EARLY BIRD SPECIAL ~ 10% DISCOUNT ON BOOTH FEE IF PAPERWORK IS RECEIVED AND FEES ARE PAID BY JUNE 14, 2019!

Booth Fee is either (10 x 10 or 10 x 20) Space Only or (10 x 10 or 10 x 20) w/canopy.
Discount does not apply to Electricity, Rain Insurance, Permit Fees
or any other additional fee.

Your packet/payment must be received in our office, the Encino Chamber of Commerce, no later than 4pm on June 14, 2019.

SAVINGS PACKAGE #2

DISCOUNT for NON-CHAMBER MEMBERS

PARTICIPATE in the 2019 'A Taste of Encino' and YOU ARE ELIGIBLE for a DISCOUNTED, NEW, ONE-YEAR MEMBERSHIP in the Encino Chamber of Commerce.

EXAMPLE OF SAVINGS:

Non-Member Business/Wellness Booth - 10x10 w/canopy = \$625
BASIC TIER One Year Membership Fee \$340
One-Time Set-Up Fee = \$25
GRAND TOTAL = \$990

A 2019 'Encino Family Festival' Membership Package = \$664
(The example uses the Basic Tier One-Year Membership* and 10x10 Taste Business Booth w/canopy)

"SAVINGS PACKAGE #2" represents a **15% discount** on the first year Basic Tier membership dues;
NO set-up fee
PLUS Member Pricing on a Taste Booth

SAVINGS PACKAGE 1 AND 2 CAN BE COMBINED

If you qualify with the terms offered with both packages...

Call the Encino Chamber of Commerce for more details 818-789-4711