



# ENCINO FAMILY FESTIVAL – SUNDAY, OCTOBER 6, 2019

Public Schools Participation Application – Due by September 9, 2019

School Name \_\_\_\_\_

Representative \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Website \_\_\_\_\_

E-Mail \_\_\_\_\_ Resale Permit # \_\_\_\_\_

What will you display or sell in your booth? Please be specific. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Note: A verification of required insurance MUST accompany your application by the deadline date. Application submission does not guarantee acceptance. Once payment is received and processed it is not refundable.**

<p><b>_____ 10x10 Space Only FREE</b> (Does not include canopy, table or chairs)</p>	<p><b>_____ 10 x 10 Booth w/Canopy \$150</b> (Includes one 8' table and two chairs)</p>
<p>OPTIONAL FEES: *ONE Electrical Outlet = \$ 100.00      *Corner Booth = \$100.00 These spaces are limited, based on availability and must be reserved in advance.</p>	

The Encino Chamber of Commerce reserves all rights with respect to vendor/exhibitor placement, presentation, participants and sales permitted at the 'ENCINO FAMILY FESTIVAL', including the right to shut down on day of event those not in compliance with Encino Chamber of Commerce rules or other laws or regulations. No alcoholic beverages may be sold. All decisions are final and no refunds will be issued as a result.

**CANCELLATION POLICY:**

*If the 2019 "ENCINO FAMILY FESTIVAL" is canceled in total or part for any reason/cause by the 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 this event has no scheduled "rain date" or "postponement date". Optional "Rain Insurance" is available at an additional cost.*

On behalf of \_\_\_\_\_ (**School Name**), I have read and do agree to comply with the conditions above and those set forth in this participant application & agreement for participation in the 'ENCINO FAMILY FESTIVAL' as well as any and all requirements set forth for the purpose of satisfying all health and fire codes and restrictions. I also represent that I am authorized to enter into the agreement on behalf of the above-identified vendor/exhibitor.

\_\_\_\_\_  
**Print Name of Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Authorized Representative**

PAYMENT INFORMATION: Total Enclosed \$\_\_\_\_\_ (*Checks Payable to Encino Chamber of Commerce*)

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ Security # \_\_\_\_\_

Exact Name on Card \_\_\_\_\_

Billing Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**2019 INSURANCE REQUIREMENTS & INDEMNIFICATION AGREEMENT**

**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 insureds". 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 participation 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 Insureds" 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.

**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 and 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.*

**INDEMNIFICATION RELEASE AND WAIVER OF LIABILITY:**

By its signature below, and in addition to the other provisions herein, Vendor/Exhibitor assumes all responsibility for its/their participation in the event and all sales of its products, materials and/or services and the actions by any of its employees 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 its 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, or participation as may occur immediately before, during or after the 2019 'Encino Family Festival'.

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

32<sup>nd</sup> 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 \_\_\_\_\_