



Chapin Summer Festival Inc.

3521 W. Temple Street Los Angeles, CA 90004

www.festivalchapin.com

Festival Chapin Vendor Agreement

Event Date: August 24 and 25, 2019

625 S. Lafayette Park Pl. Los Angeles CA 90057

6th street and Lafayette Park Place

Event Organizer: Chapin Summer Festival Inc.

Event name: Festival Chapin de Los Angeles 2019

- | | | | |
|--|--------------------------------------|--|--|
| <input type="checkbox"/> Food/Beverage | <input type="checkbox"/> Information | <input type="checkbox"/> Promotional | <input type="checkbox"/> Donation |
| <input type="checkbox"/> Food | <input type="checkbox"/> Beverage | <input type="checkbox"/> Sales | <input type="checkbox"/> Arts |
| <input type="checkbox"/> Crafts | <input type="checkbox"/> Amusement | <input type="checkbox"/> Retail | <input type="checkbox"/> Non-profit |
| <input type="checkbox"/> Sponsor: | <input type="checkbox"/> <u>GOLD</u> | <input type="checkbox"/> <u>SILVER</u> | <input type="checkbox"/> <u>BRONZE</u> |
| <input type="checkbox"/> Other _____ | | | |

TENTS: Please check all that apply to the set up within your space.

Quantity ☐ 10 X 10 ☐ 10x20 ☐ 10 x30 ☐ Food/Food Truck space: 10x20
☐ Other _____

DEPOSIT: _____ BALANCE _____ TOTAL _____

Direct Electronic Transfer or Make Check Payable to:

CHAPIN SUMMER FESTIVAL INC.

3521 W. Temple Street, Los Angeles CA 90004

US BANK:

ACCOUNT # 157517506976

ROUTING: 122235821

SWIFT: USKUS441MT

Please describe any additional requests or notes about your set up:





Vendor Space & Set Up: Submission of a request does not represent a final approval. The City and the event organizer will make accommodation based on the Festival Chapin Inc. Policies and Procedures and logistics necessary for the overall event.

The event organizer will give final approval.

MOBILE UNITS:

Types of mobile units include, but are not limited to, food trucks, pushcarts, trailers and display/sponsor vehicles. Please describe all mobile units that will be set up for service in your vendor space. Only vehicles necessary to vending operations are permitted to remain in the venue once an event starts. All other personal, business or storage vehicles will need alternative parking arrangements.

VEHICLE REGULATIONS:

- No vehicles permitted on-site while event is in progress at any time! All vehicles must leave the site no later than 30 minutes prior to start of event and cannot return to the site until 30 minutes after end of event. Vehicles will be allowed in parks on designated driving paths only. No vehicles will be allowed in the park during the event hours without permission from the Event Organizer.
- Vendor is responsible for the replacement of any bollards/barricades when entering and leaving site. Vendor will be held fully responsible for any personal injury and property damage or death resulting from failure to comply with this regulation and agrees to indemnify and hold harmless the City of Los Angeles/ Chapin Summer Festival Inc., its employees, agents and officers from any liability and or expense, including attorney's fees, resulting there from.
- Maximum time vehicle allowed on-site - 30 minutes. Vendor is responsible for offsite parking. No passes will be issued for free parking

DRIVING ACCESS:

Approximate set up time: 60 minutes

Quantity of vehicles driving into the venue to unload: one per vendor.

UTILITIES & AMENITIES: All cords and hoses are the responsibility of the vendor.

Power Connection: 110V: Yes, Tables (1) Chair (2)

ELECTRICAL INSTRUCTION:

If power is available at the event venue, Vendor shall operate no instruments, appliances ,machinery, equipment, or other objects requiring electricity except as specifically set out herein; 110 household service only.

No connections or combinations of connections can exceed 20 amps. No vendor is permitted to connect power until authorized on-site by an Event Organizer representative.

INSURANCE:

Each individual vendor setting up on city property is required to maintain a comprehensive public liability insurance policy for personal injury or death and for property damage during his or her time at the specific event. Insurance is required with minimum policy limits of one million dollars (\$1,000,000.00) for bodily injury or death to one or more persons in any one accident or event, and fifty thousand dollars (\$50,000.00)for damage to property resulting from any one accident or event,.

The policy must include naming the City of Los Angeles/Chapin Summer Festival Inc., its employees, agents, volunteers and officers additional insured as pertains to the insured's participation in (Event Name)

VENDORS EQUIPMENT:





The Vendor shall provide a fully charged and UL approved Fire Extinguisher in any tent or constructed booth used by the Vendor during the hours of operation.

- All equipment must meet all Los Angeles Safety and Health standards.
- Unless otherwise indicated by the event organizer, the Vendor is responsible for Interior tent lights, booth signage and decorations, all hand tools & carts Tables & chairs, Countertops & coverings.

FIRE SAFETY REQUIREMENTS:

Tents:

- All tents are to anchored to withstand the elements of weather and collapse
- Tents over 900 sq. ft. or canopies over 400 sq. ft. shall not be erected without a permit from the building and safety official's office.
- A 12 ft. firebreak shall be maintained between all cooking tents
- Tents shall be labeled and certified as flame resistant. A flame retardant certificate shall be kept on site and available to the fire official
- Combustible materials (hay, mulch, straw, shavings, etc.) shall not be located in any tent. All combustible trash shall be removed daily.
- All tents shall have portable fire extinguishers.

Cooking:

- All cooking appliances or any devices with open flames or heating elements must be on the outer edge of the tent, preferably the rear or sides of the tent.
- All electrical appliances shall be installed & maintained in accordance with good fire safety practices.
- Tent flaps/side curtains may not be down while cooking appliances are in use.
- Extension cord shall be of the three prong type approved for outdoor use only and shall not be subject to physical damage by pedestrian or vehicular damage.
- Any structure under which food cooking takes place must be inspected by the fire official.
- Turkey fryers are NOT permitted on private property or City property.
- The vendors need to take safety precautions to keep the public from accessing hot cooking surfaces, open flame/heating elements, steam tables or other cooking areas. They may use tables, screens, etc.
- Trailers with a range hood system are required to have a 40BC extinguisher.
- You are NOT to wash down greasy equipment such as deep fat fryers on site causing waste run off into the storm drains and grassy areas.

The dirty cooking equipment shall not be washed over the storm drains, with hoses in the grass or in the middle of walkways.

- Charcoal grills shall be used outside the tent area and on a flat, stable non-combustible surface.
- Cooking tents will have either 1- 40BC or K type extinguisher location accessible and visible to all occupants of the tent for





current inspection tags and be operational. Newly purchased fire extinguishers may use the sales slip to show the inspector that they are within code.

- The vendor shall have proper containers for wastewater and grease. You will be responsible to clean up over flow & spillage if it occurs when using these containers. If you notice these containers getting full, it is your responsibility to get these dumped.

Tanks:

- LP tanks must be kept 10 feet away from cooking appliances or ignition sources with relief valves directed away from the interior of the tent. All LP connections must be "leak tested" before lighting appliances. The use of long

matches or electric matches is recommended to light appliances. Cooking appliances must have the 10 ft. propane lines on them. No other type may be used.

- All compress gas containers must be secured against falling. (Tie down, tie together, inside a container, rack or secured to a post). The tanks must be on a firm, stable, flat surface. LP appliances may not be unattended while in use.

PUBLIC HEALTH DEPARTMENT:

- Overhead Protection: All food preparation and service as well as cooking and washing equipment shall be located inside a permanently covered cart or trailer or protected from overhead debris by a tent or temporary membrane structure. For temporary membrane structures, you must have flame retardant certificate on-site.

- Potable Water Source: Food-grade hoses with appropriate backflow devices are necessary if accessing a City water supply. Well water is not considered a potable source without a recent acceptable bacteriological result from a certified laboratory.

- Hand washing Station: A hand washing station is required in a location immediately accessible to the food handlers. Heated running water, hand soap, paper towels, and wastewater catch basin must be provided at the hand washing station.

- Refrigeration/Hot Holding: Sufficient refrigeration and hot holding facilities shall be provided and include metal stem thermometers.

- Food/Ice Protection: All food and ice shall be protected as follows:

- covered and stored off the ground & served with long-handled utensils or scoops

- protected from customers by at least 30" separation. No self-service buffets or condiments allowed.

- Utensil Washing: Three (3) separate bins, ample enough to submerge the largest piece of equipment for washing/rinsing/sanitizing, must be provided and kept under cover. Hot water is required for washing utensils, etc.

- Sanitizer: Chlorine bleach or quaternary ammonium tablets with corresponding chemical test kit shall be on place. A wiping cloth bucket should be provided with a sanitizer solution.

- Hair Restraints: Hair restraints shall be worn by all food service workers.

- Solid and Liquid Waste Disposal: Wastewater shall not be dumped on the ground or in drains. Vendors must collect wastewater in covered containers.

- Ground Cover: Food vendors must supply a ground cover under all equipment and food service operations. Combustibles such as grass carpet, paper products, hay, straw, and wood shavings are not acceptable for use as





ground cover. Concerns involving unique cooking equipment where the open flame or heating device is close to the ground should be addressed to the Fire Department.

PROFESSIONAL CONDUCT AND CONCESSION APPEARANCE:

No activities in violation of federal, state, or local laws shall be permitted on the premises; and it shall be the responsibility of the Vendor to enforce this provision. No lewd or indecent actions, conduct, language, pictures, or portrayals shall be included in the activity presented by the Vendor on the premises; and nothing shall be presented, used, or sold that is contrary to law or prohibited by ordinance of the City of Los Angeles.

LICENSE, PERMITS, TAXES, FEES:

The Vendor shall obtain, at his own cost, any license or permits as may be required by law, and shall pay all taxes, fees and charges prescribed by Federal, State, and local laws, ordinances, and regulations in connection with Vendor's use of the premises.

Vendor shall meet the requirements of the Commissioner of the Revenue and Department of Public Health for participation in a special event.

COPYRIGHT INFRINGEMENT ACTIONS:

Should Vendor present or allow the presentation of any composition, work, or material covered by copyright, or furnish any product covered by registered trademark, the Vendor agrees to defend, indemnify and save harmless the Chapin Summer Festival Inc., their agents or employees, for any loss, damage, or expense arising from any claim, allegation or suit for infringement of such copyright or registered trademark.

INSPECTION AND ENTRY:

The Chapin Summer Festival Inc. reserves the right to inspect the premises and Vendor's operation during the term of this agreement and for that, purpose its duly authorized representatives may enter upon said premises and Vendor's operation at any time and on any occasion without restriction.

NO ASSIGNMENT:

Vendor shall not assign the whole or any part of this Agreement nor the premises without the prior written consent of Chapin Summer Festival Inc.

DAMAGES:

Vendors will be held financially responsible for any damage done to any City or private properties.

CAUSES FOR AGREEMENT TERMINATION:

It is expressly understood and agreed that, without prejudice to any rights and remedies that may be available to Chapin Summer Festival Inc., in the event of any breach or failure to perform by Vendor one or more of the terms and conditions of this Agreement, the Chapin Festival Inc. may terminate this agreement by so notifying the Vendor and may refuse to allow the Vendor to take possession of the premises or if Vendor is already in such possession, may stop all activities of Vendor on premises and oust Vendor from the premises., The Chapin Summer festival Inc. its agents, or employees shall in no way be responsible for the Vendor for carrying out the actions authorized by this paragraph. The waiver by Chapin Summer Festival Inc. of any breach of any term contained in this Agreement shall not be deemed a waiver of such term for any subsequent breach of the same or any other term.

The Chapin Summer Festival Inc. reserves the right to evict any objectionable person or persons from any portion of the facility, and upon the exercise of this option or authority by the Chapin Summer Festival Inc. its agents or police





officers, the Vendor hereby waives any right or claim for damages against the Chapin Summer Festival Inc. or any of its agents or employees.

Should the premises be made impractical for use by any cause, the Chapin Summer Festival Inc. may, at its discretion, terminate and void this agreement, and the Vendor expressly waives all claims for damage or loss of profit or other compensation should this agreement be so terminated.

HAZARDOUS MATERIALS AND SITUATIONS:

Vendor agrees not to bring onto the premises of the City any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to or death of, any person on such premises, or which is likely to constitute a hazard to property thereon, without prior written approval of the City. The City shall have the right, in its sole discretion, to refuse to allow any such material, substances, equipment, or object to be brought onto its premises and the further right to require immediate removal therefrom if found thereon.

PROHIBITED PRACTICES:

- No operating on site without ground cover.
- No driving on grass at any time.
- No staples/nails permitted on tents.
- No fires except in approved grills or containers at approved locations.
- No disposal of water, ice, grease or any liquid on grass at any time - absolutely no liquids to be poured into park drains or on pavement.
- All grease and liquids (including melted ice) must be disposed of in proper on-site waste containers.
- All ash, charcoal must be removed from site by vendor in covered containers.
- All signs, tape, string, decorations, etc., must be removed from tents before leaving site.
- No digging holes at any time.
- . No sound systems or Djs will be allowed without Chapin Summer Festival Inc. written permission.
- . Absolutely no alcohol or illicit drug activity is permitted on these premises, any person or persons caught using or selling alcohol, narcotics or dangerous drug will be persecuted.
- Compliance with all other provisions of the City Code.

CHAPIN SUMMER FESTIVAL INC. IS NOT LIABLE FOR LOSS OR DAMAGE:

The Chapin Summer Festival Inc. shall not be liable for any loss or damage to machinery, equipment, merchandise, paraphernalia, costumes, clothing, booths, stands, exhibit materials, or any other property of the Vendor, or Vendor's agents, employees, patrons, or guests, caused by theft, riots, strikes, civil commotion, fire, acts of God, or any other cause of whatever kind of nature. The Chapin Summer Festival Inc. shall not be responsible for charges or expenses on any materials, merchandise, properties, printed or advertising matter or otherwise, delivered for the Vendor. The Chapin Summer Festival will not receive materials on behalf of a Vendor.

VENDOR IS RESPONSIBILITIES FOR STRUCTURES/DAMAGES/OPERATIONS AREA:

Vendor specifically agrees not to move onto or construct, raise or otherwise erect on the premises any tents, booths, buildings, or structures of any kind without the prior consent of the Chapin Summer Festival, and the Vendor shall be responsible for any damage to the premise and to the City's property caused by such acts of the Vendor or Vendor's





agents, employees, patrons, or guests, whether accidental or otherwise. Vendor further agrees that all properties and decorations brought onto premises will be removed immediately following the activity.

Vendor shall be responsible for policing and maintaining a neat and orderly appearance in and adjacent to this concession area. To this end, Vendor will provide trash bins as receptacles for its own use and for the use of its patrons, within its premises.

APPROVAL OF ADVERTISING AND DECORATIONS:

Vendor agrees to have all of its advertising and booth decorations approved by the event organizer and/or City prior to its release and/or display. Vendor shall not promote, display, or distribute promotional material or signage for any corporate identity, company, or product other than those dictated and allowed by the Chapin Summer Festival Inc.

Business Name: _____

Contact Name: _____

Address: _____

Phone: _____ Fax _____

Email: _____

2nd, Contact Name: _____ Phone Number: _____

Vendor Type: _____

Signature: _____ Print Name: _____ Date: _____

() I have read and understand the Chapin Summer Festival Inc. (Festival Chapin Vendor Agreement).

APPROVED BY: _____ **Chapin Summer Festival Inc. DATE:** _____

