



VACAVILLE KID FEST 2008
 Saturday, September 20
 10:00 AM – 4:00 PM
 Andrews Park - West Monte Vista Avenue, Vacaville



Entertainment Application and Agreement Form

BUSINESS NAME (please print) _____

CONTACT NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE (day) _____ (eve) _____

FAX _____ E MAIL _____

Driver's License # _____ (please provide a copy with your application)

Please provide a description of the type of entertainment or performance you want to do (be specific):

How much performance time do you want? _____

How much set-up and breakdown time do you require? _____

How many people in your group? _____

Do you need _____ Cassette Player _____ CD Player _____ Changing Room

Note: We provide a stage and a basic sound system with 2 microphones and 2 speakers. We do not provide instruments, music stands, chairs, or any other equipment. Any special requirements are the sole and complete responsibility of the performers.

Do you want a 10' x 10' booth space for your group? _____ (Fee is waived if there are no sales at booth)

Will you be bringing a canopy, tent, or backdrop? _____ Electrical needed? _____ 110 _____ 220 _____ n/a

Number of people in that will be working at your booth? _____

Remember to enclose the following:

_____ proof of automobile insurance (if required)

_____ certificate of liability insurance

_____ copy of your nonprofit registration or determination (if applicable)

_____ City of Vacaville Business License

_____ Booth space fee - \$75 (10 x 10) or \$125 (10 x 20) and a copy of your seller's permit if you are selling anything,

_____ separate refundable security/clean-up deposit check of \$150 if you have a booth space

AGREEMENT

I, as the Performer or on the Performer's behalf, have read and agree to observe the Vacaville Kid Fest Rules and Regulations as stated in this application. I have read and signed the Release and Waiver of liability on the reverse side of this application.

 Authorized Signature

 Date

Please mail to: Vacaville Kid Fest c/o Vacaville Police Department Attn: Gretchen Ash, 660 Merchant Street, Vacaville, CA 95688 no later than **August 18, 2008**. If you have any questions, please contact **Shauna Manina** at 707-451-4459, **Gretchen Ash** at 449-5432 or **Jill Childers** at 449-5482.

Note: A refundable security/clean-up deposit of \$150 (**separate check**) is required if you are having a booth. If you comply with all the rules and regulations, and your space is found in satisfactory condition after the event, the deposit will be returned to you by a Kid Fest Committee member before you leave. **No deposit checks will be mailed back to vendors** – you must pick it up at the end of the event once your booth space area has been checked. Your deposit will be forfeited if you include the \$150 on the same check as your booth fee.

**RELEASE and WAIVER of LIABILITY, ASSUMPTION of RISK,
HOLD HARMLESS and INDEMNITY AGREEMENT
VACAVILLE KID FEST 2008**

NOTICE: Vacaville Kid Fest 2008 and the City of Vacaville do NOT provide liability insurance that covers persons, organizations, businesses, groups, spectators or other who may participate in the VACAVILLE KID FEST 2008 events and activities. In exchange for permission to participate in the VACAVILLE KID FEST 2008 event and any and all related activities (collective the "Event"), **THE UNDERSIGNED**, on behalf of the below listed organization, business or group, including their officers, employees and volunteers and/or myself, my personal representatives, heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns, **ACKNOWLEDGES** and **AGREES** to the following:

1. **I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Vacaville Kid Fest 2008, the City of Vacaville, other participants, operators, officials, or any persons, sponsors, advertisers, owners and lessees of premises used to conduct the Event and each of them, their officers, officials, contractors, agents, employees and volunteers (collectively the "Released Parties"), from any and all liability to the undersigned, for any and all loss or damage, and for any and all claims or demands for injury to person or death or damage to property of the undersigned arising out of or in connections with the undersigned's participation in the Event, excepting only such loss or damage caused by the gross negligence, recklessness or willful misconduct of the Released Parties.

2. **I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISK OF BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE** arising out of or in connection with my participation in the Event. I expressly acknowledge and agree that participation in the Event may be of a hazardous, strenuous, and/or physical nature, and may involve interaction with other participants whom the Released Parties cannot control, and I hereby agree to hold them harmless for injuries or damages arising therefrom.

3. **I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Released Parties from and against any and all liability, loss, expense (including reasonable attorneys' fees and expert witness fees) or claims for injury or damages arising out of my participation in the Event, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and/or expert witness fees, or claims for injury or damages are caused by or result from the negligence or other legal fault of the undersigned. Acceptance of required insurance certificates and policy endorsements does not relieve the undersigned from liability hereunder and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of the undersigned's negligence, misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. These provisions shall survive any termination of the Agreement.

4. **I FURTHER EXPRESSLY AGREE AND ACKNOWLEDGE** that the foregoing Agreement is intended to be as broad and inclusive as is permitted by law, and that if any portion of the Agreement is held to be invalid, the balance shall continue in full force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A BINDING CONTRACT. I VOLUNTARILY AGREE TO EACH OF THE TERMS AND PROVISIONS HEREIN AND SIGN THIS AGREEMENT OF MY OWN FREE WILL. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING AGREEMENT HAVE BEEN MADE.

Date Printed Name

Signature

Name of Organization/Business/Group Telephone Number



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PERFORMER BOOTH RULES AND REGULATIONS
PLEASE KEEP THIS PAGE FOR REFERENCE

1. Space size will be 10' x 10' or 10' x 20'. you need more space, you may request an additional 10x10 space.
2. There is no booth space fee for performers or performing groups to distribute information. You may NOT sell any items from your booth unless you pay a vendor booth space fee.
3. **You must submit a separate refundable security/cleaning deposit check with your application. No exceptions.** Your check will be returned to you at the end of the event if you comply with all the rules.
4. Special requests will be considered where possible. We reserve the right to limit the number of performers. We also reserve the right to accept only those applicants which we believe are compatible with our theme and purposes. We specifically reserve the right to refuse acceptance to any group for any reason. **All booths must be family-friendly and provide a free, hands-on activity for children.**
5. You may not play recorded music or perform live music at your booth, nor make any noise that can be heard beyond the area of your booth space, unless express written permission to do so is given prior to the event by Kid Fest organizers. Any group that violates this or creates a disturbance to the booths or people around them will forfeit their security/cleaning deposit and may be asked to leave.
6. You must confine your activities to within your booth space area. No strolling vendors are allowed, and you may not walk around and distribute information or solicit the public.
7. The hours of the event are 10:00 AM to 4:00 PM on Saturday. You may begin setting up at 7:00 AM, and must be completely set up by 9:30 AM.
8. Persons shall not construct or arrange their booths so that they obstruct the general view or hide exhibits of others. Pedestrian aisles and a 20 foot fire lane must be maintained at all times. You are responsible for your own tables, chairs, canopies, etc.
9. Vehicles not used for display purposes must be removed from the area prior to 9:30 AM. Use of your vehicle for display must be pre-approved. No exceptions.
10. All packing cases, crates and debris of any kind must be removed from your exhibit space prior to the time of opening. All additional trash, empty containers, and packing materials must be removed when you leave. Your security/cleaning deposit will not be returned if any items are left in your area.
11. Artisans, crafters and vendors are responsible for providing and arranging all necessary labor in unpacking, erecting, dismantling and repacking displays. Event staff and security personnel are not available to help with set-up or take down.
12. Breakdown begins no earlier than 4:00 PM Saturday. If you breakdown early, you will forfeit your security/cleaning deposit. All spaces must be vacated and clean by 6:00 PM.
13. **You must provide a Certificate of General Liability Insurance naming by endorsement to the policy, the City of Vacaville and the Vacaville Kid Fest as additionally insured in the amount of \$1,000,000 per occurrence.** If your automobile or vehicle is part of your display, you must also provide proof of automobile liability insurance (policy declarations page). Insurance required by this paragraph in no way limits the liability of the sponsor/non-profit. Any injury or loss to the sponsor/non-profit arising out of, or resulting from, participation in this event is the responsibility of the sponsor/non-profit.
14. If you do not already carry event liability insurance, we can suggest sources for you to obtain it.
15. **You must complete a City of Vacaville Business License Tax Application**, if you do not already have a City of Vacaville Business License. Vacaville Kid Fest has paid the Business License Fee for you, but you must complete the enclosed Business License Tax Application form and return it with your Kid Fest application..
16. All personnel working in your booth are subject to a background check as required by the City of Vacaville. There is a \$25 fee for this unless you are a nonprofit, and the form is provided for you to complete and mail to the Vacaville Police Dept.

17 Please submit your application no later than **August 18, 2008**. Approximately 10 days prior to the event, you will be mailed a map and booth assignment.