



**VACAVILLE KID FEST 2011**  
 Saturday, October 8th  
 10:00 AM – 3:00 PM  
 Andrews Park - West Monte Vista Avenue, Vacaville



**FOOD VENDOR APPLICATION AND AGREEMENT**

NAME (please print) \_\_\_\_\_  
 BUSINESS NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 PHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_  
 EMAIL \_\_\_\_\_

Please provide a description of the food items you plan to sell (required):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Booth Space Size and Cost \_\_\_\_\_ 10' by 10' (\$100) \_\_\_\_\_ 10' by 20' (\$175)  
 Will you be bringing a canopy, tent or backdrop?  yes  no  
 If yes, please provide dimensions of your total food sales / prep area \_\_\_\_\_  
 Electrical Outlet Needed? \_\_\_\_\_ 110 \_\_\_\_\_ 220 \_\_\_\_\_ n/a  
 Special Requests?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

How many employees will there be? \_\_\_\_\_  
 Resale Number \_\_\_\_\_ (please attach copy)  
 Solano County Health Permit Number \_\_\_\_\_ (please attach copy)

**AGREEMENT**  
 I, as the Vendor or on the Vendor's behalf, have read and agree to observe the 2010 Vacaville Kid Fest Vendor 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

Mail to Vacaville Kid Fest c/o Vacaville Fire Department Attn: Jill Childers, 630 Merchant Street, Vacaville, CA 95688 or fax to 707-449-5483 no later than September 10, 2011. If you have any questions, please contact Jill Childers at 707-449-5482.

Please remember to include your booth space fee, and a separate \$150 cleaning/compliance deposit check, payable to Vacaville Kid Fest. Your deposit will be forfeited if you include the \$150 on the same check as your booth fee. You must also include a copy of your seller's

permit, proof of liability insurance, proof of automobile liability insurance (policy declarations page), and Solano County Environmental Health Department License.

**RELEASE and WAIVER of LIABILITY, ASSUMPTION of RISK,  
HOLD HARMLESS and INDEMNITY AGREEMENT  
VACAVILLE KID FEST 2011**

**NOTICE:** Vacaville Kid Fest 2011 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 2011 events and activities. In exchange for permission to participate in the VACAVILLE KID FEST 2011 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 2011, 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



# VACAVILLE KID FEST 2011

Saturday, October 8th

10:00 AM – 3:00 PM

Andrews Park - West Monte Vista Avenue, Vacaville



## FOOD VENDOR INFORMATION PLEASE KEEP THIS PAGE AS REFERENCE

1. We reserve the right to limit the number of food vendors and the menu items being sold.
2. You may begin setting up at 7:30 AM. You must be set up by 9:30 AM. VEHICLES (which are not a part of your display) MUST BE REMOVED FROM THE AREA PRIOR TO 9:35 AM. NO EXCEPTIONS.
3. Food vendors are required to pay Vacaville Kid Fest a space rental fee of \$100 for a 10' by 10' and \$175 for a 10' by 20'. Larger spaces will be negotiated dependent on size required.
4. In addition to your space fee, a refundable clean-up / compliance deposit of \$150 (separate check) is required with your application. If you comply with the Solano County Environmental Health Department requirements 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.
5. **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.**
6. All vendors are subject to a local records check as required by the City of Vacaville. A form is provided for you, and you must complete it and bring it in with the appropriate fee, made payable to the City of Vacaville.
7. Health Department approved food booths or vending carts MUST BE USED. Food booths must be straight sided, no converted camping tents will be allowed.
8. Please note that wastewater and grease may not be dumped into storm drains, as per state law. A wastewater tank is being provided for all food vendors to use. **NOTE:** The Solano County Office of Environmental Health has strict requirements for safe food handling at special events. You must adhere to their regulations and show compliance by filling out, signing and posting the required Food Safety Checklist during this event. Any food vendor who does not remain in compliance throughout the event will be asked to leave. **NOTE:** No space rental fee or cleaning deposit refund will be given to any food concession cited for being out of compliance by the Solano County Health Inspector.
9. Food vendors shall not construct or arrange their booths so that they obstruct the general view or hide exhibits of others. Pedestrian aisles must be maintained at all times. Spaces are 10' by 10' and 10' by 20'. A larger space can be purchased, if necessary for the safety of the consumers (a BBQ or smoker for example). Cooking areas outside your food booth must have restricted access for the safety of consumers and children.
10. You must collect and pay your own sales tax. A copy of your Sellers Permit must accompany your completed application.
11. A copy of your current Solano County Environmental Health Permit for a temporary food booth / facility – Seasonal April-October permit must accompany your application. Please call the Department of Environmental Health at (707) 421-6765 to arrange for the permit.
12. You are responsible for your own canopy, tables & chairs, etc. A washable ground cloth must cover the floor of your booth.
13. You are responsible for providing or 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 takedown.
14. You must provide a minimum of one covered trash receptacle at your booth. All packing cases, crates and debris of any kind must be removed from your space prior to the time of opening. You must take your trash, empty containers and packing materials with you when you leave.
15. NO DISPOSING OF ICE / WATER OR OTHER LIQUIDS INTO PLANTED AREAS.
16. You must comply with the conditions required by the Vacaville Fire Department which are attached.
17. You shall not store or display materials on benches, planters or architectural surfaces and all food or serving products must be kept a minimum of 6 inches off the ground.

18. Concession vehicles must have a drip pan placed beneath them to catch any automotive fluids.
19. You must provide General Liability Insurance including Products and Completed Operations coverage naming by endorsement to the policy, Vacaville Kid Fest and the City of Vacaville as additional insured's. Minimum acceptable limits are \$1,000,000 per occurrence and \$2,000,000 aggregate. Proof of automobile liability insurance (policy declarations page) is also required. Insurance required by this paragraph in no way limits the liability of the Vendor.
20. Transport automobiles must be in good mechanical order to prevent automotive fluids from staining the ground.
21. UTILITIES: Some spaces have access to electrical power. You will need to let us know if you require electricity.
22. Portable toilets and hand washing facilities will be provided. You must also provide hand washing and utensil washing facilities within your food booth as per Solano County Environmental Health Regulations.
23. Breakdown begins no earlier than 2:00 PM Saturday. All spaces must be vacated and cleaned by 3:30 PM.
24. You may not make substitutions to your menu without prior written approval from the Kid Fest Committee.
25. Please submit your application no later than **September 11, 2011**. Approximately 5 days prior to the event, a map and booth assignment will be e-mailed to you.