



Let Freedom Ring Celebration
Vendor Application



Saturday, July 3, 2021, 3:00pm – End of Fireworks Show (Approximately 10:00pm)

Set Up Begins at 1:30pm (All vendors must be in place no later than 2:30pm or they will be denied entry)

Application Fee (Non-Refundable). Please check one.

Public Agency/Informational Booth (Free Giveaways & Activities Only. No Sales or Donations permitted) - \$0 _____

Non-Profit Organization – \$55.00* _____

For-Profit Organization with Primary Business Address within City of Coalinga – \$85.00 _____

For Profit Organization with Primary Business Address outside City of Coalinga - \$125.00 _____

*Fee eligible for waiver or reduction if Non-Profit provides ancillary services in lieu of payment as outlined on Page 3

This is expected to be a large event with thousands of guests in attendance.

Organization: _____

Contact Name: _____ Contact Phone Number: _____

Contact Email Address: _____

Primary Business Address: _____

Person in Charge Day of Event: _____ Phone Number: _____

City of Coalinga Business License Number: _____

Vendor Activity Type (Please Check One or More):

- Face Painting Caricatures Lei Making
- Sale of Organization’s Merchandise: (Description): _____
- Hot, Prepared Food Sales: (Description): _____
- Prepackaged Snack Sales Prepackaged Drink Sales Raffles
- Sunscreen & Shade Sales Glow Sticks/Light Up Toy Sales Informational Only
- Kid’s Bingo Cornhole Kettlecorn Sales
- Ice Cream Sales Snow Cone Sales Baked Goods
- Carnival Games: (Description): _____
- Other: (Description): _____

What is the price range for items at your Vendor Booth? _____

Indicate Approximate Space Needed: _____

Vendors must also collect and pay sales tax on your statement to the City of Coalinga.

Electrical connections may or may not be available. If you require an electrical connection, please specify below.

Appliance/Equipment/Etc	Voltage	Amps
1. _____	_____	_____
2. _____	_____	_____

Additional appliances or equipment brought to the event without their own power source are prohibited.

If approved for an electrical connection, there will be a flat fee of \$15 per appliance connected (maximum of 2).

Application Submission:

Vendor Applications will be accepted based on space availability through Thursday, June 3, 2021.

City of Coalinga Business Licenses must be obtained prior to submitting Vendor Application.

The following documents are required to be attached to Vendor Application at time of submission or Vendor Application is considered incomplete: Certificate of Insurance naming City of Coalinga as additional insured AND any County Health Department Permit(s) required for food sales (if applicable). If Vendor is not able to obtain a special event insurance policy, please contact the City as we may be able to add it to our special event policy for an additional cost to the Vendor.

Application Processing:

The City of Coalinga reserves the right to deny Vendor Applications based on vendor activity type, price range, space availability, electrical needs, incomplete application submission or failure to obtain a City of Coalinga Business License.

Applications will be accepted on a first come first served basis.

Application Approval

Once a Vendor Application is approved, the City will communicate the approval via email to the Contact Person. The Contact Person will then have ten (10) calendar days to issue payment to the City or the application approval will be rescinded. Checks must be made payable to “City of Coalinga”.

Contact:

For information or to submit a Vendor Application, contact City Manager Marissa Trejo at mtrejo@coalinga.com or (559) 935-1533 ext 111 or 155 W. Durian Ave, Coalinga, CA 93210.

All Vendors must provide their own trash receptacles and each vendor is responsible for removing their own trash from the event. A minimum of one (1) thirty-two (32) gallon trash receptacle is required by all non-food/drink vendors and a minimum of two (2) thirty-two (32) gallon trash receptacles are required for all food/drink vendors.

Ancillary Service Options for Non-Profit Organizations

- 1. Additional 32 Gallon (or larger) Trash Receptacle with Non-Profit Vendor Removing Trash from Event..... \$15.00
- 2. Trash Pick-Up (Per person per hour). Non-Profit Vendor Places all Trash Picked-Up in a Trash Bag Provided by Non-Profit Vendor and Removes Trash from Event..... \$15.00
- 3. *Referral Bonus Option! Help us Register Vendors!*
For every For-Profit Organization you get to submit a completed Vendor Application and pay their required fees, you'll receive a \$10.00 reduction from your fee. Be sure the For-Profit Organization lists the name of your Non-Profit Organization on the Referred By line. \$10.00

Ancillary Service Option:

Service Number (1, 2, or 3): _____ Quantity: _____ Dollar Value: \$ _____

Service Number (1, 2, or 3): _____ Quantity: _____ Dollar Value: \$ _____

Service Number (1, 2, or 3): _____ Quantity: _____ Dollar Value: \$ _____

If Option 3 is selected, provide names of For-Profit Organizations here:

Non-Profit Organization Contact Signature: _____ Date: _____

GENERAL BOOTH GUIDELINES

Not Permitted

- Guns, weapons, real or fake may not be sold at this event.
- Poppers, air horns (or other noise makers), silly string, fireworks, and toys or novelties that present a physical hazard or create unnecessary litter upon the park are not permitted.
- All merchandise to be sold must be listed on the application. Any concessionaire found selling items not approved will be asked to discontinue selling or will be asked to close their booth and leave the event.
- The event is a drug-free zone.
- No glass containers allowed in the sports complex.
- No hawking or yelling at customers.

Booth Responsibilities

- If you are selling food, see *Food Booth Guidelines*.
- If you plan to give away snacks, candy, or beverages, you must abide by the County Health Department guidelines (see next page *Food Booth Guidelines*).
- It is your responsibility to set up during the time permitted and to remove all property by the time required. NO EXCEPTIONS. The City of Coalinga is not responsible for any items left after the designated time. It is the vendor's responsibility to take down the booth.
- You are responsible for your own tent, tables, displays, chairs, etc. The City will provide you with a marked 10' x 10' space unless an alternative space size is requested by the vendor and approved by the City.
- You are responsible for the security and condition of your property at all times.
- Secure any information in the event of winds. Please consider a side panel for wind security.
- All signs must be fixed to your booth. No pole signs or chairs permitted outside booth area.
- The City will determine your booth location, and will accommodate requests whenever possible.
- Maintain your booth with safety and cleanliness. Booths left a mess may be billed for clean-up.
- All booth operators are required to assist in overall clean-up at the end of day.
- You are required to collect and pay sales tax on your statement to the City of Coalinga.
- All businesses and organizations hosting a booth are required to provide proof of \$1 million liability insurance, naming the City of Coalinga, its elected and appointed officials, officers, attorneys, agents, and employees as additional insured. A certificate of insurance, as well as a copy of the Additional Insured Endorsement is required. Endorsement must state the following: "The City of Coalinga, its elected and appointed officials, officers, attorneys, agents, and employees." If the vendor is unable to obtain the required insurance, it can usually be obtained through the City from Alliant Insurance services at a cost.

FOOD BOOTH GUIDELINES

Health Certificate | If you are giving away snacks or beverages, it is your responsibility to comply with all County Environmental Health Department health requirements.

Approvals | Food booths are subject to approval prior to the event. List all food items in the order you wish to be approved; duplicate food/cuisine may not be permitted. You may be contacted to amend your application to include different food items. Any food items not approved will not be permitted to be sold. All food vendor booths may sell non-alcoholic beverages, unless clarified upon submission.

Recalls | Review the USDA’s and FDA’s food recall lists at www.fsis.usda.gov/recalls and www.fda.gov/Safety/Recalls to ensure your products are not listed.

Safety | Ensure all food servers in your booth review safety and hygiene materials prior to the event, Your booth must be in compliance with standards.

Electricity may NOT available. You may bring a low-volume generator if needed.

SET UP & TEARDOWN

- Set up will be held on July 3rd from 1:30pm — 2:30pm. All booths must be up and running by 3:00pm. Vehicles will not be allowed on the grounds after 2:30pm.
- All vehicles and packaging must be removed and/or stowed away during the event.
- Vendors who need to leave early may clean-up and tear down between 6pm — 9pm only. Vendors must carry out all items and equipment (no vehicles on park grounds during this time).
- Vendors must stop selling product at the end of the fireworks show and begin cleaning up booth space. Once attendees clear the park after the fireworks show, vehicles will be allowed back on park grounds and street will be reopened.
- Parking and booth location information will be provided after vendor application approval.

INSURANCE REQUIREMENTS

Liability Insurance: All vendors are required to provide a Certificate of Insurance evidencing Commercial General Liability or Comprehensive Personal Liability coverage for a minimum of \$1,000,000 per occurrence or \$2,000,000 aggregate. The vendor shall provide proof of insurance no later than June 3, 2021.

- The certificate must name: *City of Coalinga, 155 West Durian, Coalinga, CA 93210* as the certificate holder.
- The Additional Insured Endorsement must include: *the City of Coalinga, its officers, employees, agents and volunteers as additionally insured.*

Auto Insurance: Vendors must also provide a *Commercial or Personal Auto Insurance Declarations page* as proof of auto insurance.

WAIVER AND RELEASE OF LIABILITY

1. Vendor acknowledges and understands that participation in the Event involves potential risks that may arise from the actions and inactions of Vendor, other individuals attending the Event, or the City and its officials, employees, agents and volunteers. Vendor expressly agrees to accept and assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from Vendor’s participation in the Event, regardless of the cause. Participation in the Event is purely voluntary, and Vendor elects to participate in spite of the risks.
2. Vendor releases the City, its officers, officials, employees, agents, and volunteers (“the Released Parties”) and waives all actions, claims and demands that Vendor or Vendor’s heirs, executors, representatives, insurers, attorneys, administrators or assigns (“the Releasing Parties”) may have or may hereafter have for any personal injury, bodily injury (including death) or property damage that Vendor may directly or indirectly incur while participating in the Event, including but not limited to that incurred as a result of the negligence of the Released Parties. Vendor, on behalf of both Vendor and the Releasing Parties, agrees not to sue the Released Parties on the basis of these waived and released claims.
3. Vendor agrees to comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in the Event.
4. At all times during Event, Vendor, his/her employees and agents shall be independent contractors and not employees or agents of the City. Vendor, and his/her employees and agents shall have no authority, express or implied, to bind the City to any obligation whatsoever.
5. City may terminate Vendor’s participation in the Event at any time. City shall not be liable for any costs incurred by the Vendor as a result of such termination by the City.

6. Vendor shall comply with all laws applicable to the performance of the work hereunder, including, to the extent applicable, health and safety regulations. Vendor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, that Vendor may incur as a result of participation in the Event.
7. Vendor represents and warrants to City that Vendor and its employees, agents, and volunteers have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to offer the goods and/or services that Vendor is offering at the Event.
8. Vendor agrees to indemnify, defend, with counsel selected by City, and hold harmless the Released Parties from any and all claims, demands, actions, judgments, damages, liabilities, and costs of any kind, including attorneys' fees, (collectively "Liabilities") arising out of or in any manner related to Vendor's participation in the Event, except to the extent that such Liabilities are caused by the sole negligence or willful misconduct of the Released Parties.

AGREEMENT

The person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on the behalf of the Vendor.

By signing below I agree that I have carefully read the foregoing Waiver and Release of Liability and fully understand its contents. I am aware that this is a release of liability and I sign it without inducement. I also have read the Vendor Rules and Regulations included in this "Vendor Guidelines and Application" and I agree to comply with all conditions.

SIGNATURE OF REPRESENTATIVE

DATE

PRINT FIRST & LAST NAME

NAME OF ORGANIZATION