

ENCINO FAMILY FESTIVAL – SUNDAY, OCTOBER 8, 2017

Standard Participation Application – Due by September 15, 2017

Company Name _____

Representative _____

Address _____

Phone _____ Cell _____ Website _____

E-Mail _____ Resale Permit # _____

Description of what you will be selling or of what services you provide:

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.

_____ 10 x 10 SPACE with canopy, (1) table & (2) chairs = \$ 375.00 Encino Chamber Members
_____ 10 x 10 SPACE with canopy, (1) table & (2) chairs = \$ 650.00 Non-Members
OPTIONAL FEES: *ONE Electrical Outlet = \$ 100.00 *Corner Booth = \$100.00
These spaces are limited, based on availability and must be reserved in advance.

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 2017 "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 _____ (Company 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

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2017 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 8, 2017 through 11:30pm on Sunday, October 8, 2017.

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 2017 '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 15, 2017.**

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 2017 'Encino Family Festival'. By its signature below, Vendor/Exhibitor agrees to indemnify, defend, save and hold harmless the 2017 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 2017 'Encino Family Festival'.

Signature of Authorized Representative

Date