

LA HABRA TAMALES FESTIVAL

Sunday, December 1st, 2019

LHRecreation@lahabracal.gov



FOOD VENDOR RULES AND REGULATIONS

Thank you for your interest in the La Habra Tamale Festival. The City of La Habra is inviting vendors to sell food at its fifth annual Tamale Festival. The La Habra Tamale Festival will be held on Sunday, December 1st, 9:00 a.m. to 6:00 p.m. on Euclid St. between La Habra Blvd. and Bridenbecker Way. Food vendors must be open for operations by 9:00 a.m. Anticipated attendance for this event is 15,000+ guests. The City of La Habra will provide each vendor with a 10x10 canopy space with three low side walls with a net screened front, booth banner and banner installation, electricity, 10x10 cooking space blocked off from public area via bicycle barricades, entry into vendor tamale contest, two 2x3 color posters, and inclusion in online marketing and event app. Tables can be rented for \$10/each.

If you are interested in being a food vendor, please complete the appropriate paperwork and return to the La Habra Community Center. Please note that turning in an application does not guarantee your acceptance as a food vendor for this event. If you are approved, you will receive a confirmation.

PLEASE READ VENDOR RULES AND REGULATIONS BEFORE SUBMITTING YOUR APPLICATION. WE RESERVE THE RIGHT TO DENY VENDORS, LIMIT NUMBER OF SPACES SOLD TO VENDORS AND LIMIT THE NUMBER AND TYPES OF VENDORS. PLEASE KEEP RULES AND REGULATIONS ON FILE SO YOU CAN REFER BACK TO THEM AS NEEDED.

EVERYTHING MUST BE SUBMITTED WITH THE APPLICATION IN ORDER TO RESERVE YOUR SPACE AT THE FESTIVAL.

OPERATING HOURS

Vendors must be ready and open for business during the hours of the Festival: **SUNDAY, DECEMBER 1st – 9AM to 6PM**

CANCELLATIONS

THERE ARE NO REFUNDS FOR CANCELLATIONS. **NO EXCEPTIONS.**

VENDOR FEES

VENDOR FEE INCLUDES: 10X10 CANOPY SPACE WITH THREE LOW SIDE WALLS WITH A NET SCREENED FRONT, BOOTH BANNER AND BANNER INSTALLATION, ELECTRICITY, 10X10 COOKING SPACE BLOCKED OFF FROM PUBLIC AREA VIA BICYCLE BARRICADES, ENTRY INTO VENDOR TAMALES CONTEST, TWO 2X3 COLOR POSTERS, AND INCLUSION IN ONLINE MARKETING AND EVENT APP. TABLES CAN BE RENTED FOR \$10/EACH.

WHAT DO I NEED TO TURN IN WITH MY APPLICATION?

All documents listed below must be attached to your application. Failure to turn in all appropriate paperwork may eliminate your chances at becoming a vendor.

Food Vendor Application

Release & Waiver of Liability

Copy of Health Department Health Permit from OCHCA

Menu and Prices for day of the event

Must provide a list of everything that will be sold. (Pork Tamale- \$2, Chile Cheese Tamale- \$2, etc.)

Social Media Marketing Form

Event Insurance (By October 15th)

Banner & APP Information (By October 31st)

Payment (Visa/Mastercard, Cash, or Check payable to: City of La Habra)

BEFORE OCT. 1st: **\$650 for 1 booth, \$1200 for 2 booths**

AFTER OCT. 1st: **\$750 for 1 booth, \$1300 for 2 booths**

BOOTH/CANOPY/TENTING

Booth Structure: All booths must have a professional appearance. All vendors must provide their own equipment: tables, chairs, individual trash cans as needed, etc. The City of La Habra will provide the shade tents/canopies.

Signage: Vendor fees include the event banner, which will be hung on Saturday, November 30th. The banner will be created by the City of La Habra. The banner can fit one logo, and must include the menu and prices. Banners will also include accepted payment methods. All banner information is due by October 31, 2019.

Point of Sale: To expedite the lines booths must operate with a minimum of two points of sale open at all time.

VENDOR MERCHANDISE

All vendors are required to fill out LIST OF ITEMS TO BE SOLD. Only those items listed will be allowed. Inspections will be done throughout event. **You MUST list all items to be sold, no exceptions!**

TAMALES

Tamale vendors need to be prepared to sell large quantities of tamales. You must produce no less than 2,000 tamales for the event. Traditional tamales should be about 1" thick, 2" wide and 4" in length. TAMALES MUST BE SOLD FOR NO LESS THAN \$2.00 EACH. VENDORS CAN DISCOUNT TAMALES STARTING AT 5:00 P.M.

CONTEST

Every tamale vendor contestant will receive ONE free entry into the Vendor Tamale Contest. The Contest form needs to be submitted with the application. There are 4 different categories judged: Best Tamale, Best Tamale Dessert, and Judges Award. The tamale award will be advertised on our social media outlets, website, and on the booth's banner for the next year. Additional information will be available 2 weeks prior to the event.

BOOTH SPACES/SETUP/TEARDOWN

Booth spaces are 10' WIDE AND 10' DEEP. Set-up will be held from 3:00 to 7:00 p.m. on Saturday, November 30th and from 5:00 to 7:30 a.m. on Sunday morning. All booths MUST be set-up by 7:30 a.m. on Sunday, ready for inspection.

Booths may not be removed from the Festival site before the closing hour of 6:00 p.m. on Sunday. Vendors who sell out prior to the Festival closing will be required to wait until the end of the event to tear down. All booths and displays must be completely removed from the public streets on Sunday night by 9:00 p.m.

ELECTRICITY

Please complete the ELECTRICAL NEEDS portion of the vendor application. Electricity use will be closely monitored. Electrical power will be available from 5:00 a.m. to 7:00 p.m. on Sunday, December 1st, unless otherwise requested. Please arrange your electricity needs accordingly. Vendors will be responsible to provide their own heavy-duty extension cords needed for the distribution box. The appropriate cord gauge is determined by the amps being used. Vendors CANNOT bring their own generators.

VEHICLES

VEHICLES WILL ONLY BE ALLOWED IN DESIGNATED AREAS ON THE PREMISE ON SATURDAY, NOVEMBER 30TH from 3:00 to 7:00 p.m. and from 5:00 to 7:15 a.m. on SUNDAY, DECEMBER 1ST. Only ONE vehicle may enter Euclid St. at a time. Vehicles may enter Euclid St. off of La Habra Blvd., and MUST check-in at the Information Booth. Vehicles must exit off First St. or at the end of Euclid St. A drop-off zone will be provided to the vendors on the day of the event, it is strongly recommended that you set up a majority of your booth on Saturday and bring the food on the day of the event.

WEATHER/UNFORESEEN CIRCUMSTANCES

The Festival will take place regardless of weather conditions. There are NO refunds for weather or otherwise. Vendors must be prepared for inclement weather and any other unforeseen circumstances.

ALCOHOLIC BEVERAGES

NO alcoholic beverages of any kind may be sold or given away by a vendor.

INSURANCE COVERAGE (By October 15, 2019)

A certificate of liability insurance (COI) and endorsement naming the City as additional insured, from your group/organization **MUST** be submitted when using/renting any city building.

The certificate must include:

1. Date of Event(s), including set-up day (November 30 & December 1, 2019)
2. Type of event or activity
3. The City of La Habra must be named additional insured for one million dollars (1,000,000.00) comprehensive general liability to include: contractual liability, business auto, products (including food if applicable) and broad form property damage
4. Insurance must be provided by a carrier rated A-VII or higher by Best's Insurance Rating Service
5. All activities and rental insurance requirements are subject to review and approval by appointed City personnel
6. Automobile Liability is required for all vendors who will be operating an automobile during the event and timeframe listed on the insurance policy. Coverage must include at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
7. Workers' Compensation and Employers' Liability is required for all vendors that employ workers for the event and timeframe listed on the insurance policy. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.

Also, the following wording **MUST** be included on the COI and endorsement: Commercial General Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the named insured including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 20 10 and CG

2037.

Workers' Compensation

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Insurance Obligations of Vendor: The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the vendor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Vendor under this agreement.

Please include the following in the additional insured endorsement along with the COI .

City of La Habra
110 E. La Habra Blvd.
La Habra, CA 90631

SECURITY

The City will provide overnight security, Saturday, November 30th 4:00 P.M. to 6:00 A.M. on Sunday, December 1st. However, the Festival is not responsible for the security of individual vendor booths and products. **Vendors are responsible to secure their own booths, supplies and equipment at night.**

COMPLIANCE WITH LAWS

Food vendors must comply with all health laws, ordinances, and regulations of the State of California, County of Orange and City of La Habra. The Department of Environmental Health lists minimum requirements for the Festival. Cooking of foods in booths will require compliance with the Fire Department and Health Department. For more information please contact us at (562) 383-4205.



The City of La Habra Tamale Festival
2019 FOOD VENDOR APPLICATION

Vendor/Representative Information:

Company Name/Organization: _____

Contact Person: _____

Primary Phone: _____ Secondary Phone: _____

Address: _____

Event Information:

Booths may be set up on Saturday, November 30th from 2 p.m. to 8 p.m. or on Sunday, December 1st from 6:00 a.m. to 8:30 a.m. All booths must be set up by 8:00 a.m. on Sunday, December 1st.

Please select your set-up date:

_____ Saturday, November 30th _____ Sunday, December 1st

List of Items to be Sold:

Please list all items you intend to sell. Vendors will not be allowed to sell items that are not listed. Attach additional pages if necessary.

List of Equipment to be Used:

Please list all of the equipment that will be used in your booth. Equipment that is not listed on this application will not be permitted at the Festival.

Payment Methods Accepted: __Mastercard __Visa __Cash __Other_____

How many Point of Sales will you have open (Minimum 2): _____

Electrical Needs:

Electrical power will be provided for all vendors. Vendors are not allowed to bring their own generators. Vendors need to supply their own power cords (three-prong) to connect to the power boxes. You must fill out the form in its entirety, the La Habra Tamale Festival will not be responsible for providing electrical needs that are not indicated on this form.

110 Volt, 20 Amp Supply

220 Volt, 30-50 Amp Supply

ITEM

VOLTAGE

AMPS

Marketing Information:

Cross promoting the event will assist in the marketing of the Festival, which is good for the Festival and you! Please let us know how we can help each other with the marketing.

Have you sent your promotional video/or photo to [kelmore@lahabrac.gov](mailto:kelmor@lahabrac.gov) Yes, on ___/___/_____

Social Media Blurb about your booth (150 character limit)

Biography on your tamale recipe (Tamale Vendors ONLY)

Please attach a separate piece of paper, if necessary

Social Media Information:

Facebook: _____ Website: _____

Instagram: _____ Twitter: _____

Other: _____

Payment Information

Food Vending Fee

_____ \$650/1 Booth (Before Oct. 1st)
_____ \$1,200/2 Booths (Before Oct. 1st)
_____ \$750/1 Booth (After Oct. 1st)
_____ \$1,300/2 Booths (After Oct. 1st)

Multiple booths must register at the same time to receive this pricing. If booths are added on at a later time, then they will have to pay the current single booth price.

Equipment

_____ Tables at \$10 = \$ _____

***VENDOR FEES INCLUDE:

10x10 canopy space with **three walls, and screened front**, booth banner and banner installation, electricity, 10x10 cooking space blocked off from public area via bicycle barricades, entry into vendor tamale contest, and inclusion in online marketing and event app. For an additional \$10, the city will supply an 8ft table (supply limited).

TOTAL AMOUNT DUE:

\$ _____

Tamale Contest : Yes, I will participate!

PLEASE NOTE: All Food Vendors **must** obtain a health permit from the **Orange County Health Care Agency: 1241 E. Dyer Rd. #120 Santa Ana, CA 92705**. The fee is \$127. Please provide the City of La Habra with a copy of the certificate once it is received.

Vendor Checklist:

Food Vendor Application (4 Pages) _____
Health Permit from OCHCA _____
Insurance Document (By 10/1) _____
Waiver/Release of Liability _____
Banner Form _____
Payment _____

How many people will be attending the 2019 Tamale Festival Food Vendor Meeting/Dinner on **TUESDAY, NOVEMBER 26TH** at 6:00 PM at the City Hall Atrium?

Please reserve _____ spots!

I have read and understand the 2019 La Habra Tamale Festival rules and regulations

Signature

Date

FOR OFFICE USE ONLY:

Completed Application Received: _____ By: _____

Payment Receipt: _____

Returning Vendor: _____ Yes _____ No

Booth Assignment: _____

Notes:

ALL SPACES WILL BE ASSIGNED ON A FIRST COME AND FULLY PAID BASIS

RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT

For and in consideration of permitting X _____ to participate in the 2019 Tamale Festival sponsored by the City of La Habra's Department of Community Services, the Undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising as a result of participation in said recreational program or any activities incidental thereto wherever or however the same may occur and for whatever period said program may continue, and the Undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or cause of action, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute or present any claim for personal injury, property damage or wrongful death against the City of La Habra and its officers, officials, agents, contractors, volunteers, boards, departments, servants or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

IT IS THE INTENTION OF X _____ BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE CITY OF LA HABRA AND THE RELATED PARTIES MENTIONED HEREIN, FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE NEGLIGENCE OF ANY PERSON OR ENTITY.

The Undersigned, for him/himself, his/her heirs, executors, administrators or assigns agrees that in the event any claim for personal injuries, property damage or wrongful death shall be prosecuted against the City of La Habra and/or its officers, officials, agents, contractors, volunteers, boards, departments, servants or employees, he/she shall defend, indemnify and save harmless the same City of La Habra and the aforementioned related parties from any claim, cause of action, loss, liability, damage, lawsuit, cost or expense (including reasonable attorney's fees) by whomever or wherever made or presented for said personal injuries, property damage or wrongful death.

In case of accident or other emergency, the Undersigned hereby gives permission for the City of La Habra and/or its officers, officials, agents, contractors, volunteers, boards, departments, servants or employees, to obtain emergency treatment. The Undersigned further agrees to pay any costs incurred as a result of such treatment. In addition, the Undersigned has been notified that participants involved in City-sponsored recreation programs are subject to being photographed or videotaped, and he/she hereby gives permission for the City of La Habra to use such photographs or videotapes to publicize and promote the City's recreation programs.

THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS PERSONALLY READ, UNDERSTANDS, AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT, IS FULLY AWARE OF THE POTENTIAL RISKS AND HAZARDS WHICH ARE INHERENT TO ENGAGING IN THE SPECIFIED RECREATIONAL PROGRAM OR ANY ACTIVITIES INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO, ANY NEGLIGENT ACTS PERFORMED BY THE CITY OF LA HABRA AND/OR ITS OFFICERS, OFFICIALS, AGENTS, CONTRACTORS, VOLUNTEERS, BOARDS, DEPARTMENTS, SERVANTS OR EMPLOYEES, NEGLIGENTLY CREATED OR MAINTAINED DANGEROUS CONDITIONS OF PUBLIC PROPERTY, WEATHER CONDITIONS, EQUIPMENT, MACHINERY, PLAYING CONDITIONS, OTHER PARTICIPANTS, ON-SITE PHYSICAL PREMISES, STRUCTURES OR SUBSTANTIAL WORKS OF IMPROVEMENT. THE UNDERSIGNED VOLUNTARILY ASSUMES ALL RISKS OF LOSS, DAMAGE, OR INJURY ASSOCIATED WITH HIS/HER PARTICIPATION IN THE SPECIFIED RECREATIONAL PROGRAM OR ANY ACTIVITIES INCIDENTAL THERETO.

Representative Name

Company Name/Organization

Signature

Date