



Family Fun Fest Vendor Booth Agreement

Friday, August 25th

Civic Center Park - 23 Russell Blvd (near City Hall)

5:30 – 8:30 PM

We are looking forward to an enjoyable and successful Family Fun Fest with you on Friday, August 25th! All of the information you need to have a successful day is on this page. **Please read thoroughly, initial where indicated and return no later than August 11th, 2023!**

This agreement made and entered between Davis Chamber of Commerce, Family Fun Fest and

_____, An independent contractor (Vendor).

The purpose of this agreement is to set forth the terms and conditions whereby the Vendor (you) is authorized by the Davis Chamber of Commerce, Family Fun Fest (Organizer) to operate a business booth for the purpose of promoting and/or selling represented products at the Organizer's Family Fun Fest under the following conditions.

TERMS & CONDITIONS:

This is a rain or shine event. Vendor booth fees are nonrefundable for no-shows. Vendors will not be permitted to set up unless they have made full payment and provided proof of insurance prior to the event.

Vendor refunds will be processed as follows for vendor-initiated cancellations:

- Cancellations before or on July 25th – *full refund eligible.*
- Cancellations on and between July 26th and August 8th – *50% of payment received.*
- Cancellations after August 8th – *no refund provided.*

- Refunds will be processed by payment method after Family Fun Fest within one week of conclusion of the event, not during or on the day of the event.
- Vendors shall not display, sell, or dispense any items with offensive, profane, and/or illegal drug related paraphernalia. The display, sale, or dispensing of any items that fall within this category may result in the removal of the vendor.
- Security is the responsibility of each vendor. The Davis Chamber of Commerce is not responsible for loss or damage to Vendor for any reason, except for the loss or damage resulting from the Davis Chamber of Commerce's own intentional or fraudulent acts.
- Vendors are responsible for properly disposing of all waste in the exhibitor area. All trash and recycling must be placed in the large bins located near the event site.
- Vendor space is non-transferrable without the express written consent of a chamber staff member.
- Vendors are not allowed under any circumstances to share their booth with another vendor.
- Vendor space at the event is not guaranteed until payment is received.

HOURS: Booths will be open for business
Friday, August 25th, 5:30pm – 8:30pm

COST: In exchange for the booth space which will include one 8' table and two chairs during the Family Fun Fest event, the Vendor agrees to pay the Davis Chamber of Commerce;

- A. **Corner booth \$200, Linear booth \$150.00, Non-Profit booth \$100, Food booth \$100, or SPONSORSHIP LEVEL (determined by your company)** for agreements accompanied with payment and insurance received by August 11th, 2023.
- B. An additional fee for agreements accompanied with payment and insurance received later than August 11th, 2023, may be applied.

Please initial each of the following that you have read and agree:

_____ I understand that I must have insurance and payment no later than August 11th, 2023, or I may pay an additional fee. ***No Registrations will be accepted after August 11th, 2023.***

_____ I understand that assistance with load in/out is not guaranteed. It is recommended that you bring a cart or wagon to help you carry your items to your booth space.

_____ **I understand that each vendor must check in at the chamber booth for vendor check-in upon arrival and prior to setting up.**

_____ I understand that there is no electricity available for use at the event. Generators may only be used with expressed/written consent from a chamber staff member. Requests to utilize generators must be made no later than August 4th.

_____ I understand that it is my responsibility to properly dispose of all waste generated by my booth, staff, or customers and must dispose of all garbage and recyclables in the appropriate bins. We recommend limiting trash by using reusable containers and recyclable materials. We try to make this a Zero-Waste Event as much as possible. Please "Pack In – Pack Out"

_____ I understand that my booth must be set up completely **by 4:30pm on the day of the event.**

_____ I understand that that I **may not break down my booth** until the event is over at 8:30pm.

_____ I understand that there is no vehicle access to the event field unless express/written consent has been granted by chamber staff.

_____ I understand that I may not sell or give away food or beverages of any kind as a business vendor (except small individual wrapped candy).

_____ I understand that I may not solicit other booths (feel free to visit, but soliciting is not allowed).

_____ I understand that **balloons may not be used as giveaways or decorations** due to the environmental impact they may have.

_____ I understand that I need to leave my booth (with chairs and table) – in the same condition as when I arrived. I will not fold the table and lay on the ground. I will not put tape (other than painters' tape) or stickers on the table.

_____ I understand that I am responsible to bring tablecloths, tent, and any decorations I choose for my booth.

_____ I understand that I may arrive early to drop off my event supplies and leave, and that chamber staff/volunteers are not responsible to watch my goods should I leave early before event starts. (Do not leave valuables at the event unattended).

_____ I understand that it is my responsibility to keep pathways around booth blocks clear of equipment and hazards should emergency crews need access to the event location.

INDEMNIFICATION: Vendor agrees to obtain general liability insurance for the event. Insurance policy must include: **“The Davis Chamber of Commerce as Additional Insured with limits of \$1,000,000 for Family Fun Fest, an event held on Friday, August 25th, 2023, at Civic Center Park, 23 Russell Blvd, Davis CA 95616”** Certificates must be received no later than August 11th, 2023. Any Vendor without the required insurance will not be allowed to participate.

TIPS:

- Bring weights or sandbags to hold tents, papers, and other items in case of wind.
- Consider bringing zip ties, safety pins, bungee cords, and packing tape for displays and signage.

We encourage all vendors to offer activities or hands on experiences:

- *Play games with attendees*
- *Offer prizes on a spinning wheel*
- *Make sales of small items or sign-up attendees for classes/volunteering*
- *Hold Facebook lives during event*
- *Encourage use of social media links leading up to and during the event*

There will be no ATM onsite, please bring credit card readers and cash for sales.

If in need of a card reader, we recommend you reach out to Michael Varinsky at Business Credit Card Systems at mv@mvccreditmoney.com.

BOOTH RULES: Booth assignments are made by the Davis Chamber of Commerce staff based on operational and space requirements for the event. While we try to accommodate particular space location requests, they are not guaranteed.

All vendors are individually responsible for the collection and payment of any state and local taxes on items sold. **By signing below you acknowledge that you have read and understand the rules and agree to those set forth above in order to participate.**

This Acknowledgement form needs to be returned to Bobbi Vaughn at bvaughn@davischamber.com no later than Friday, August 11th.

Vendor (Print Name) Date

Chamber Rep (Print Name) Date

Vendor Signature

Chamber Rep Signature

Vendor Contact Form:

We make every effort to ensure that our events run smoothly. In the unlikely event that there is an emergency for you or your staff, please provide us with the following information:

Primary Event Contact:

Company Name: _____

Name: _____

Title: _____

Email: _____

Primary Cell #: _____

Emergency Contact Name: _____

Their Cell #: _____

Names of Staff attending event: _____

Their Emergency Contact Name: _____

Their Emergency Contact Cell #: _____

Names of Staff attending event: _____

Their Emergency Contact Name: _____

Their Emergency Contact Cell #: _____

Names of Staff attending event: _____

Their Emergency Contact Name: _____

Their Emergency Contact Cell #: _____

Names of Staff attending event: _____

Their Emergency Contact Name: _____

Their Emergency Contact Cell #: _____

If you plan to have more staff with you, please provide an additional page with their contact information.

Please email this contact information sheet to Bobbi Vaughn at bvaughn@davischamber.com no later than Friday August 18th. Vendors that do not have this on file will be asked to fill out form before load in can begin.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Name & Address of Business

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDE INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		Commercial General Liability Policy Number		Policy Expiration Date	EACH OCCURRENCE \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$ \$ <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"The Davis Chamber of Commerce as Additional Insured with limits of \$1,000,000 for Family Fun Fest, an event held on Friday, August 25th, 2023, at Civic Center Park, 23 Russell Blvd, Davis CA 95616"

CERTIFICATE HOLDER CANCELLATION

City of Davis, its agents, directors, employees and volunteers
Davis Chamber of Commerce

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Davis, its agents, directors, employees and volunteers Davis Chamber of Commerce	City of Davis Property - Civic Center Park 23 Russell Blvd

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Special Event Insurance

The Davis Chamber is providing you with a list of special event insurance providers.

We do not make any recommendations to nonmembers; however we want to make you aware that there are additional insurance options available for you should you need it.

We encourage you to find insurance through your personal business insurance provider, or a chamber member.

Please check with your personal provider on costs before you accept and sign up for insurance through one of these providers.

We do not make any commission on their participation, and we make no claims regarding their provided services.

This list is provided as a courtesy only.

Each of the following links will take you to their direct page where you can request a quote. The majority of these companies only do special event insurance and can most likely provide you with the needed coverage and certificate within a day at a reasonable cost.

<https://www.insureaparty.com/>

<https://www.rvnuccio.com/>

<https://www.eventsured.com/>

<https://www.kandkinsurance.com/>

<https://www.galescreek.com/>

<https://www.specialeventinsurance.com/>