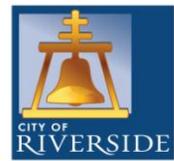


# Festival of Lights Vendor Agreement

November 25, 2011 through January 8, 2012

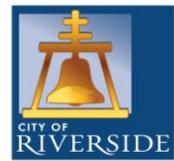


City of Arts & Innovation

1. Vendor agrees to attend, or send a representative to Vendor Meetings on **Tuesday, November 1, 2011 at 5:30 p.m.** and **Tuesday, November 15, 2011 at 5:30 p.m.** Meetings will take place at City Hall located at 3900 Main Street in downtown Riverside and will be held in the Large Conference Room on the 5<sup>th</sup> Floor.
2. Vendor agrees to submit a refundable four-hundred dollar (\$400.00) **Cleaning & Damage Deposit.** Cleaning & Damage Deposit payments must be in the form of a check or money order made payable to the City of Riverside. Cleaning & Damage Deposit payments must be received by the Economic Development & Marketing Division on the 5<sup>th</sup> floor of City Hall **no later than Tuesday, November 1, 2011 at 4 p.m.** Vendor agrees to leave their area in the same condition it was in when they arrived on-site.
3. Vendor is responsible for administration of California Sales Tax and will be required to provide the City of Riverside with a copy of their Sellers Permit **and** Business Tax License. Documentation must be received by the Arts and Cultural Affairs Division on the 5<sup>th</sup> floor of City Hall **no later than Tuesday, November 1, 2011 at 4 p.m.**
4. Vendor will be pre-designated two (2) locations at the November 9<sup>th</sup> Vendor Meeting. One location will be pre-designated for the *19<sup>th</sup> Annual Festival of Lights Switch-On Ceremony* and one location will be pre-designated for the duration of the *2011 Festival of Lights*. All pre-designated locations are not final and are subject to change at the discretion of City Staff. Vendor sales must take place during the specified time and in the final assigned locations for the event. Vendor is required to remain at the booth while selling.
5. The City of Riverside will provide Vendor with a 10' x 10' white canopy. Lights, decorations, sidewalls, etc. are the sole responsibility of Vendor and must adhere to all regulations as provided by City Staff. Vendor is required to decorate booth area with holiday-themed decorations. All sidewalls must be approved by City Staff.
6. Food vendors participating in the *19<sup>th</sup> Annual Festival of Lights Switch-On Ceremony* on Friday, November 25, 2011 **only** will not be required to obtain a Riverside County Department of Environmental Health Permit; the City of Riverside will provide a blanket permit for food vendors participating in this event **only**.
7. Food vendors participating in the duration of the *2011 Festival of Lights* will be required to obtain a Riverside County Department of Environmental Health Permit valid from Saturday, November 26, 2011 through Sunday, January 8, 2012.
8. ***19<sup>th</sup> Annual Festival of Lights Switch-On Ceremony*** On Friday, November 25, 2011, Vendor is required to be on-site no later than 9 a.m. to begin setting up their booth space. Vendor must be set-up with a full booth display and ready for health inspection no later than 11:00 a.m. If Vendor is not ready by 11:00 a.m. and/or does not pass health inspection, Vendor will be asked to leave the premises immediately and will not be invited to continue for the duration of the *Festival*, if applicable. Once approved by the Riverside County Department of Environmental Health, Vendor may open for business. Vendor will be expected to be open for business from 12 – 10 p.m.
9. ***2011 Festival of Lights*** From Saturday, November 26, 2011 through Sunday, January 8, 2012, Vendor is required to be set-up with a full booth display and open for business no later than 4 p.m. Vendor is required to be on-site and open for business Monday – Wednesday from 5 – 9 p.m. **AND** Thursday through Sunday from 5 – 10 p.m. Vendor is required to be on-site and open for business seven (7) days a week. In the event that Vendor is not on-site preparing their set-up by 3:30 p.m. without prior approval by City Staff, Vendor will be fined \$100 and Vendor will be asked to leave the premises immediately and will not be invited to return for any subsequent nights for the *2011 Festival of Lights*.

# Festival of Lights Vendor Agreement

November 25, 2011 through January 8, 2012



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10. It is the goal of the City of Riverside to avoid having multiple vendors selling the same/similar items. Therefore, Vendor must adhere to selling only the item(s) approved by City staff (see attached list). Should Vendor stray from selling the agreed-upon item(s), Vendor will be asked to leave the premises immediately and will not be invited to return for any subsequent nights and Vendor will be assessed the full fee of the reservation.
11. Vendor will not be supplied a parking permit unless otherwise specified by City staff, in which case Vendor must report to the Arts and Culture Affairs Division on the 5<sup>th</sup> floor of City Hall prior to the event to obtain the parking permit. The City of Riverside is not responsible for validation or reimbursement of parking fees, tickets, towing, or damages to personal property or vehicles. Parking is available in downtown Riverside and is free after 5 p.m. on weekdays and on weekends and holidays.
12. Vendor agrees to submit **non-refundable** payments as noted below.

Payment Due Date	Food Vendor Payment	Craft Vendor Payment
Friday, November 18, 2011	\$600.00	---
Friday, November 25, 2011	\$600.00	\$250.00
Friday, December 2, 2011	\$600.00	\$250.00
Friday, December 9, 2011	\$600.00	\$250.00
Friday, December 16, 2011	\$600.00	\$250.00
Friday, December 23, 2011	\$600.00	\$250.00
Friday, December 30, 2011	\$600.00	\$250.00
<b>Total Amount Due</b>	<b>\$4,200.00</b>	<b>\$1,500.00</b>

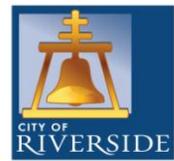
13. Vendor Payment must be in the form of a check or money order payable to the **City of Riverside** and should be mailed or delivered to the address below. Fees must be received by the Arts and Cultural Affairs Division on the 5<sup>th</sup> floor of City Hall **no later than 4 p.m.** on the Payment Due Date specified above.

**Attn: Aja d'Encarnacao, Project Coordinator**  
**City of Riverside, Development Department**  
**Arts and Culture Affairs Division**  
**3900 Main Street, 5<sup>th</sup> Floor**  
**Riverside, CA 92522**

14. **CANCELLATION POLICY:** Vendor agrees to cancel a reservation no later than 4 p.m. on Friday, November 4, 2011. If Vendor fails to cancel prior to the specified date and time, Vendor will be assessed the full fee of the reservation. The *19<sup>th</sup> Annual Festival of Lights Switch-On Ceremony* and the *2011 Festival of Lights* will take place rain or shine, unless Vendor is otherwise notified by City Staff. However, it does not apply in situations considered to be Acts of God (hurricane, tornado, flood, etc.). In the event that Vendor is not on-site preparing their set-up on the dates and times as stated above (8 & 9) without prior approval by City Staff, Vendor will be fined \$100 and will be asked to leave the premises immediately and will not be invited to return for any subsequent nights.
15. Vendors of goods and services shall be required, during any period when they or their agents or employees are present at the event, to adhere to a standard of conduct. Acts, including verbal acts or conduct, that constitute harassment of any person by reason of such person's race, creed, religion, color, sex, sexual orientation, age, disability, veteran status, martial status or national origin will not be tolerated and any vendors, agents or employees will be removed from an event if such acts or conduct takes place.

# Festival of Lights Vendor Agreement

November 25, 2011 through January 8, 2012



City of Arts & Innovation

16. Vendor must adhere to all city, county, state and federal regulations.
17. **Sales which interfere with the normal conduct of City business are prohibited.** Vendor is to remain at their booth while selling. If a vendor aggressively solicits (i.e., walks up to individuals, shouts from their booth, throws items at individuals passing by), Vendor will be asked to leave the premises immediately. The City reserves the right to regulate time, manner and place of all sales.
18. **INSURANCE & INDEMNIFICATION REQUIREMENTS:** Vendor shall provide satisfactory evidence of, and shall thereafter maintain during the specified special event, such insurance policies and coverages in the types, limits, forms and ratings required by the City's Risk Manager or City Attorney, or their designee. All vendors are required to have General Liability, Auto and Worker's Compensation Insurance in the amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate. All insurance documents must have an additional endorsement attachment (CG20) stating: **"The City of Riverside, all event sponsors, Greater Riverside Chambers of Commerce, their officers, employees and agents are named as additional insured with respect to liability arising out of the 2011 Festival of Lights from Friday, November 25, 2011 through Sunday, January 8, 2012 from 12:01 a.m. to 11:59 p.m. daily."**

Vendor agrees that except as to sole negligence or willful misconduct of the City of Riverside, Vendor shall defend, indemnify, and hold the City, and its officer, employees and agents, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees which arise out of or is in any way connected with the Vendor's temporary business exhibit/booth during the specified special event, notwithstanding that the City may have benefited from Vendor's temporary exhibit/booth. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent misconduct, whether active or passive, on the part of Vendor or of Vendor's employees, subcontractors or agents.

The City of Riverside shall require Vendor to instruct its agents and employees concerning the requirements of this Vendor Agreement and to take action, including disciplinary actions, to correct any violation thereof.

Note: If for any reason the contact information Vendor has given is invalid and City staff cannot contact Vendor, City Staff has the right to cancel Vendor's reservation.

**Signing this document means you have authority to sign on behalf of Vendor and have read, understand, and will abide by the guidelines stated above.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
On-Site Contact Person (Please Print)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
On-Site Contact Number

\_\_\_\_\_  
Primary Phone Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date