

FOOD VENDOR APPLICATION



**ORANGE COUNTY LGBTQ+ PRIDE
2023 | SANTA ANA, CA | PRIDEOC.COM**

Orange County LGBT Pride Festival & Parade 2023

Food Vendor Participation Application

If you have any questions, please contact vendors@prideoc.com or anna@prideoc.com.

Organization / Business Name:		
Food Vendor Contact Name:	Contact Phone:	
Contact Email:		
Tax ID:	*Santa Ana Bus. Lic.:	
Seller's Permit No.:	Driver's Lic. or ID:	State of Issuance:
A brief description of all items being sold:		
Will you be parking a vehicle in your food vendor space? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what are the dimensions of the vehicle? _____		

Fee Type	Amount	Qty	Total	
Base Food Booth Fee	10'x10' Temporary Food Facility (No canopy provided)	\$ 400.00	X _____	\$
	10'x20' Temporary Food Facility (No canopy provided)	\$ 700.00	X _____	
	Food Truck	\$ 550.00	X _____	
Food Business Type	Pre-Packaged Snack or Dessert Items (NO ONSITE PREPARATION OR COOKING)	\$ 0.00	X _____	\$
	Food Sales – Non-Cooking (SOME ONSITE PREPARATION REQD)	\$ 100.00	X _____	
	Food Sales – Cooking (ONSITE COOKING & PREPARATION REQD)	\$ 200.00	X _____	
Refundable Deposit	Req'd for ALL Food Vendors	\$100.00	X _____	\$
Early Bird Discount	Applicable if completed application and full payment rec'd on or before 04/01/23	-\$ 50.00	X _____	-\$
Late Fee	Req'd if completed application and full payment are not received before 05/10/23	\$ 100.00	X _____	\$
Total Due				\$

Full payment is due upon acceptance of application. Acceptable forms of payment are: Check made payable to Orange County LGBT Pride or CC payment via Square. Note your business name if different from that listed on payment.

Email or Mail Your Completed Application Packet To:

Orange County LGBT Pride
ATTN: VENDORS
2321 E. 4th Street C619
Santa Ana CA, 92705

Orange County LGBT Pride Festival & Parade 2023

Food Vendor Participation Agreement

1. **RIGHT TO OCCUPY:** The food vendor applicant (hereinafter, "Food Vendor") understands that the use granted by Orange County LGBT Pride (hereinafter, "Promoter"), hereunder is a license to occupy only, and is not coupled with an interest in the property; that the Promoter retains the right to terminate this license to occupy at any time during the term of Food Vendor's use if the Promoter, in its sole discretion, determines:

- a. Food Vendor creates a nuisance for the Promoters, its other licensees, or its guests;
- b. Food Vendor is found to have changed and/or added to the use described in its application;
- c. Food Vendor is found to have falsified any of the statements contained in its application;
- d. Food Vendor's use of premises in any other way interferes with the orderly conduct of the festival space or violates any government laws or ordinances.

2. **INDEPENDENT CONTRACTORS:** Food Vendor and its representatives are considered independent contractors; they are not employees of the Promoter. Nothing herein shall be construed to make a partnership, agency, or joint venture between the Food Vendor or its representatives and the Promoter.

3. **PERMITS:** It is the sole responsibility of the Food Vendor to obtain all permits necessary to conduct their business, **including the required state seller's permit, county health permit, and city business license**. If a Food Vendor is forced to close because they lack any required permit or license, the Promoter is not liable and will not refund any part of the Food Vendor's application fees. Promoter may request proof that Food Vendor carries all required permits before a booth space will be assigned.

4. **INSURANCE:** Food Vendor must carry General Liability insurance with a minimum of \$1,000,000 coverage per occurrence. **Before a booth space is assigned, Food Vendor will submit to the Promoter a Certificate of Liability Insurance, naming the City of Santa Ana and Orange County LGBT Pride and its officers, agents, employees, and volunteers as additionally insured for the OC Pride Festival & Parade on June 24, 2023, in Downtown Santa Ana, CA.**

5. **BOOTH PLACEMENT:** While applicants may inform the Promoter of their preference(s) for booth placement, the Promoter cannot and does not guarantee booth placement. If Food Vendor pays a premium for "corner/end" booth space (as defined in the Food Vendor Application), Food Vendor will receive such space on a first-come, first-served basis until all "corner/end" spaces are filled. If no "corner/end" spaces remain, Food Vendor will receive a refund of any premium paid for that space. Booth placement will be announced in the OC Pride Festival Food Vendor Packet to be distributed in early June 2023. **However, the Promoter, at its sole discretion, reserves the right to change booth placement up to and including the day of the event.**

6. **REQUIRED FOOD VENDOR HOURS:** Food Vendor agrees to keep its booth open on Saturday, June 24, 2023, from 11:00 a.m. until 8:00 p.m. Food Vendor will not close early without prior written permission from the Promoter.

7. **FOOD VENDOR LOAD-IN & LOAD-OUT:** Food Vendor agrees to abide by the following load-in and load-out instructions.

a. **LOAD-IN TIME:** Food Vendor Load-In shall take place on **Saturday, June 24, 2023, no earlier than 7:30 a.m. and must be completed no later than 11:00 a.m.** Food Vendor must check in with Promoter staff or volunteers at a location to be designated in the OC Pride Festival Food Vendor Packet.

b. **LOAD-OUT TIME:** Food Vendor Load-Out shall take place **no earlier than 8:00 p.m. on Saturday, June 24, 2023.** Arrangements to leave earlier must be requested in writing prior to the day of the festival and is at the sole discretion of the Promoter. **Striking your booth before 8:00 p.m. on Saturday, June 24, 2023, without prior approval from the Promoter, will result in the forfeiture of the Food Vendor's \$100 deposit and may result in exclusion from future participation in the OC Pride Festival.**

c. **CHECK-OUT:** Food Vendor agrees not to shut down its booth and begin load-out until it is checked-out of the event by the Promoter's staff or volunteers. **Striking your booth without checking out will result in the forfeiture of the Food Vendor's refundable deposit.**

d. **ENTERING & EXITING FESTIVAL GROUNDS:** Food Vendor must complete load-in and load-out during the hours specified above. The Promoter strongly encourages Food Vendor to carry or cart all booth materials onto and off of the festival grounds. If Food Vendor must drive onto the festival site, Food Vendor must arrive between 7:30 a.m. and 8:30 a.m. and shall vacate the festival grounds by 9:30 a.m. Only approved food trucks may remain on the festival grounds. Vehicles left unattended after 9:30 a.m. will be towed at the owner's expense. **For the safety of all participants, no vehicles may enter or move around the festival site between 9:30 a.m. and 10:30 p.m. If Food Vendor or its representatives are observed by**

Business / Organization Name: _____

Promoter to be driving a vehicle on the festival grounds outside of these times, Food Vendor may be expelled from the festival without refund.

INITIALS: _____

8. **BOOTH USE AND EQUIPMENT:** Food Vendor agrees to furnish all equipment, inventory, and personnel necessary for its booth, except as ordered on the Food Vendor's application. Food Vendor agrees to care for and maintain the condition of all equipment rented from the Promoter, including but not limited to, canopies, tables, chairs, and electrical outlets. Food Vendor booth space will be inspected at check-out and deposit refunds will be withheld if booth is not returned in the substantially same condition it was received. **If charges incurred due to damage to booth and/or equipment exceed the cost of the deposit, the Food Vendor agrees to pay the additional fees.**

9. **ELECTRICITY:** If Food Vendor requires electricity for the operation of its booth, Food Vendor must bring its own generator and fire extinguisher. No vendor-operated generator may be placed closer than 5 feet to any tent or canopy, and it must be surrounded by fencing, bike rack, or similar barricade to prevent unauthorized access by festival goers or other vendors.

10. **PARKING:** Parking is the sole responsibility of the Food Vendor. Parking must be secured and paid for by the Food Vendor or its representatives; further, as the event is in the middle of a downtown, urban environment, it is important that the Food Vendor comply with all laws and signs posted by the city. The Promoter is not liable for any citation or towing that may occur for failure to adhere to the law or other posted signs.

11. **BOOTH SPACE, PRODUCTS & PROMOTION:** All business or other activity for which Food Vendor has rented space must be conducted within Food Vendor's designated, rented area ONLY. Food Vendor agrees that its activities will not spill out into the streets or aisles and, in all events, may not impede the movement of foot traffic or emergency vehicles. No distribution or vending, of any kind, may take place more than ten (10) feet from the Food Vendor's designated, rented area.

12. **NOISE LIMITATIONS:** No music, video, or other sound may be amplified in a manner which disturbs surrounding exhibitors or exhibits. The Promoter, in its sole discretion, reserves the right to monitor or prohibit the use of any equipment or machinery that it is detracting from other booths or exhibits.

13. **FOOD & BEVERAGES:** The Promoter reserves the exclusive right to sell or give away bottled water, energy drinks, and alcohol. As such, the sale or distribution of alcohol, bottled water, and energy drinks by Food Vendor is **strictly prohibited**. Only approved Food Vendors may sell food items at the festival.

14. **SMOKING & TOBACCO PRODUCTS:** Smoking of traditional cigarettes, electronic cigarettes, "vape pens," marijuana, etc., is prohibited in and around all exhibitor booths. **If Food Vendor or its representatives are observed by Promoter staff or volunteers to be smoking within the rented booth space, Food Vendor may be expelled from the festival without refund.**

15. **TRASH:** Food Vendor understands that it is responsible for the disposal of any accumulated waste. Food Vendor may not use standard, festival trash receptacles for large waste disposal. Booth spaces left unreasonably unclean upon load-out will be in violation of trash disposal requirements and subject to forfeiture of the refundable deposit.

16. **REFUND/CANCELLATION POLICY:** There is no policy for refunds or cancellation. Your booth is nonrefundable except in the event of event cancellation by the Promoter.

INITIALS: _____

17. **ASSIGNMENT OF RIGHTS:** Vendors shall not assign to a third party its rights hereunder without the written consent of the Promoter, which consent the Promoter may withhold at its discretion. If such consent is given, the applicant shall assume full responsibility for the conduct of the assignee.

18. **RIGHT OF PUBLICITY:** Food Vendor and its representatives give Promoter or its designees permission to use their voice, image, or likeness as it appears in any photographic, audio, or video recording in any manner and in all media in perpetuity.

19. **INDEMNIFICATION:** The Promoter, the City of Santa Ana, the event's sponsors, any of their officers, agents, volunteers, employees, independent contractors or other representatives shall not be held liable for, and they are expressly released from, liability for any damage, loss, harm or injury to the person or property of exhibitor or any of its officers, agents, volunteers, employees, independent contractors or other representatives, resulting from theft, fire, water, accident or any other cause. Food Vendor shall indemnify, defend and hold harmless the Promoter, the City of Santa Ana, the event's sponsors, and any of their officers, agents, volunteers, employees, independent contractors or other representatives:

- a. From and against any and all claims arising from any acts, failures to act, or negligence of exhibitor or any of its officers, agents, volunteers, employees, independent contractors or other representatives;
- b. From and against any and all claims arising from the breach of, or default in the performance of any obligation on Food Vendor's part to be performed under, these terms and conditions; and
- c. From and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action.

Business / Organization Name: _____

INITIALS: _____

20. **ENTIRE AGREEMENT:** These terms and conditions and application, if accepted by the Promoter, represent the entire agreement between the parties, and supersedes and rescinds any prior agreement relating to the subject matter hereof. The Promoter makes no warranties or agreements except as set forth herein.

21. **AMENDMENTS/INTERPRETATION:** Any amendment to this contract must be in writing and signed by both parties. The headings used in this agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this agreement.

22. **GOVERNING LAW/JURISDICTION:** Each Food Vendor waives any objection to jurisdiction of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction. These terms and conditions shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which the parties hereto submit.

23. **SEVERABILITY:** The invalidity of any term and condition, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

24. **ARBITRATION:** Any controversy or claim arising out of or relating to these terms and conditions, or the breach hereof, shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If a dispute arises out of or related to this contract, or the breach thereof, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. The Arbitrators may not award any remedy that a court could not award. The Arbitrators shall apply the law of the State of California.

INITIALS: _____

Any Food Vendor that fails to comply with any of the terms and conditions herein may be subject to: (1) forfeiture of the \$100 refundable deposit; and/or (2) early termination of this license to occupy and expulsion from the festival without refund; and/or (3) exclusion from participation in future events with Orange County LGBT Pride; and/or (4) all of the above.

I hereby confirm that the information provided in the Food Vendor Participation Application is, to the best of my knowledge, true and correct. I further certify that I have read all of the terms and conditions in above and agree to comply with them.

Application Business/Organization Name: _____ Date: _____

Representative Name: _____ Signature: _____