

Vendor Application

2018 Barbera Festival | September 15, 2018 | 11am to 4pm | Terra d'Oro Winery

Contact Name:	Business Name:
Email:	Phone:
Website:	Notes:

Please send in a completed **BOE 410** form with this application: <http://www.boe.ca.gov/pdf/boe410d.pdf>

Description of Product:

If edible, a **Temporary Food Facility** form plus fee (due to Amador County), must be submitted with this application: <http://www.co.amador.ca.us/home/showdocument?id=4265>

Do you want your business name and website to be listed on the event websites? Yes No

Event provides:

- 10' x 10' Shared space under 20' x 40' tent, 6' table, and 2 chairs
- Each vendor allowed 2 persons inside the event
- 1 parking spot in vendor parking area

Liability Agreement:

The organizers, property owner, and county are not liable for any consequential losses, damages, or attorney fees.
*Please review the **Liability Agreement**.*

Do you want to use the provided table and chairs? Yes No

PAYMENT INFORMATION

Please return:

- This application, signed
- A completed **BOE 410**
(<http://www.boe.ca.gov/pdf/boe410d.pdf>)
- A Temporary Food Facility form plus fee, if required
(<http://www.co.amador.ca.us/home/showdocument?id=4265>)
- And **\$100** to:

Barbera Festival
c/o Susie Jones
PO Box 154
Fiddletown, CA 95629

By Check, make payable to:

Amador County Vintners Association

By Credit Card:

Contact Susie Jones at 530-503-7507
NOTE: A 3% fee is added to all credit card payments

Charge _____ to my

Credit card number:

Exp MM/YYYY _____

3-digit security code (on back of card) _____

ZIP code _____

*By signing this Application, I attest that I have read the **Liability Agreement** and agree with its terms:*

Name (Print)

Signature

Date

Please return by **August 1, 2018** for participation in the 8th annual Barbera Festival.

Questions? Contact Susie Jones, Vendor Coordinator at BarberaFestival@aol.com or 530-503-7507

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Liability Agreement

- 1. Compliance with Laws; Manner of Conduct.** At all times in connection with any of the aforementioned events (the "Event"), Sponsors, Vendors and their assistants, Caterers and assistants and employees and agents ("Participant"), will abide by all applicable laws, rules, regulations and ordinances, including travel to and from the Event. This includes, but is not limited to, payment of all government fees and taxes associated with doing business as a vendor or caterer. The Event is not liable for any taxes or fees.
- 2. Use of Premises.** Participant agrees to abide by all rules and deadlines detailed in the set-up instructions established by the event management and that any items left on premises is done so at the Participant's risk. Event and Sponsor are not responsible for any lost or stolen equipment.
- 3. Acknowledgement of Risk.** Participant understands that there are certain dangers and risks, including serious injury or death, inherent in the activities associated with the Event, which may arise before, during and/or following the Event, including but not limited to alcohol consumption, auto travel; Participant's own actions, inactions and/or negligence; the actions, inactions and or negligence of Participant's employees and agents, (iv) the actions, inactions and/or negligence of the Sponsor, (v) the actions, inactions and/or negligence of others, and/or (vi) automobile travel.
- 4. Waiver of Claims.** In exchange for the goodwill and publicity Participant shall receive from the Event, Participant hereby voluntarily and willingly assumes any and all responsibility for all risks and dangers associated with Participant's participation in the event, or the participation of Participant's employees or agents. For the benefit of Sponsor, and Sponsor's volunteers, employees, members, managers, successors and assigns ("Released Parties"), Participant waives any right to recover from, shall refrain from and shall not assert against Released Parties, and forever releases Released Parties, from any claim or cause of action of any kind or nature whatsoever. Participant also acknowledges that Sponsor does not provide personal accident/health insurance for Participants, and Participant assumes personal financial responsibility for any medical care or treatment Participant, or Participant's employees or agents, may require as the result of participation in the Event.
- 5. General Release.** Participant intends through this agreement to release fully, finally and forever, in the manner described herein, all claims as described in this agreement.
- 6. Indemnification.** Participant shall indemnify, defend, and hold harmless Sponsor, and Sponsor's volunteers, employees, successors and assigns from all liability, claims, damages and expenses (including attorney's fees, expert witness fees and expenses) arising from or related to any acts by Participant or Participant's employees and agents related to the event.
- 7. Insurance.** Participant wineries and caterers shall procure and maintain in full force and effect at all times relevant to this agreement the following policies of insurance: (1) Certificate of Liability Insurance with minimum limits of at least \$1,000,000 per occurrence, (2) Automobile Liability Insurance as required by the State of California, and (3) Workers' Compensation Insurance, as required by the State of California.
- 8. Additional Insured Endorsement.** Sponsor shall be added to Participant's Certificate of Liability Insurance, as an additional insured with regard to liability and defense of suits or claims arising out of the Event, or transportation to or from the Facilities. An Additional Insured Endorsement, consistent with the terms of this agreement, shall be provided to Event management, in a form reasonably satisfactory to Sponsor.
- 9. Emergency Services.** Participant acknowledges and agrees that Sponsor will not provide medical personnel at the location of the Event. Participant further acknowledges and agrees that Sponsor is granted permission to authorize emergency medical treatment for Participant or Participant's employees or agents, if necessary, and that such action by Sponsor is subject to the terms of this agreement.
- 10. Miscellaneous.** This agreement shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of California. In the event that any phrase, clause, sentence, section, article or other portion of this agreement shall be held invalid or unenforceable, for any reason, by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

By selecting the "I have read and agree to the terms of the Liability Agreement" checkbox on the Vendor Application and signing the Vendor Application, the Participant is agreeing to the terms of this Liability Agreement.