



**GENERAL INFORMATION:
THURSDAY NIGHT ON THE SQUARE
NON-PROFIT VENDORS**

Location: Poncitlán Square, 38315 9th St. East, Palmdale
Dates: Thursdays, July 5, 12, 19, 26; August 2, 9, 16, 23
Time: 5:30-8:30 pm

**Thursdays
5:30-8:30 pm**

**Poncitlán Square
38315 9th St. East
Palmdale**

July 5

July 12

July 19

July 26

August 2

August 9

August 16

August 23

- The City of Palmdale invites vendors to apply to participate in the City's Thursday Night on the Square events. Below is a summary of some of the main Vendor requirements from the Vendor Agreement. For full details, please see the Vendor Agreement. All Vendors must comply with all the requirements in the Agreement.
- Selection of vendors is at the sole discretion of the City of Palmdale Department of Parks & Recreation. Selection is based on vendor's ability to enhance overall market image. The Department reserves the right to refuse or assign space at any time. Space is assigned based on past participation, supply and demand, application date and logistics.
- All space provided is a privilege. Vendor may not sell or give its space to another vendor, individual or entity to whom they transfer their business.
- Due to the design of Poncitlán Square, spaces may not be perfect 10'x10' squares. Vendors are placed according to event needs. Vendors may not switch spaces without prior authorization from event supervisor.
- Snap caps, poppers, shock pens, laser pointers, drug paraphernalia, guns or weapons of any kind are strictly prohibited.
- Vendor and all of its representatives, including mascots, must stay within the perimeters of its booth space. Distribution of flyers and soliciting information must be done within the perimeters of booth space. Vendor may not sell, distribute or solicit outside its booth space.
- All vendor merchandise must be approved through the application process. During the season, requests to sell additional products must be made and approved by contacting the Department in advance. Selling, displaying, advertising or giving away unapproved merchandise will result in vendor's removal without refund.
- Complimentary non-profit spaces will only accommodate a table and chairs. Non-profits desiring to use a 10'x10' space that will accommodate an EZ-up or canopy must pay a nonrefundable \$75 fee.
- Vendor's space must be inviting in appearance and have adequate signage. Vendors must display a sign identifying their business name and/or products. Vendor must supply all equipment, supplies, materials (tables, chairs, EZ-up or canopy, banners, sandbags) and staff for its booth. EZ-ups and canopies must be tied down or weighted. Canopy legs must fit into assigned space and must not obstruct patron traffic.
- Power is limited and is not guaranteed. Vendor must contact the Department prior to event if power is needed. Vendors are prohibited from plugging into any park tree power box. If use of power is approved, Vendor must supply its own 100 ft. extension cord. Power may not be located next to booth. Cords may not be in walkways or where they are a hazard, and must be taped down or secured to prevent tripping.



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PARKS & RECREATION

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- Non-profit vendors will be placed on either pavement or grass. Thursday Night on the Square is an outdoor event that may experience inclement weather. Event is conducted rain or shine. The Department is not responsible for damage to any goods.
- Vendor must comply with all state and county regulations regarding the sale and display of merchandise listed in Section E Permits & Licenses. Vendor shall display all such permits in its booth/space during each event.
- Vendor is required to provide trash cans behind its booth. Event trash cans are for patron use. DO NOT pull event trash cans behind booths. Vendors are required to clean up booth area and place trash into receptacles provided by the Department at the conclusion of each event. Liquid waste must be disposed of in hand sinks; do not place in trash receptacles. Cardboard boxes must be broken down and placed in trash receptacle so that the lid closes fully.
- Vendors may not park in spaces located directly adjacent to the Square on 8th St. East and East Ave. Q-10. Vendors must have a Vehicle Dash Pass to enter loading and unloading zones.
- Vendors can set up at 2 P.M. on the day of the event. All set-up must be complete by 5 P.M. Vehicles must be off the grounds by 5 P.M. Tear-down is from 8:30-10 P.M. Vendors may not begin to tear down booth or move vehicles until streets are clear of patrons.
- Cancellations must be made one day prior to the event. Vendors who fail to occupy space for two events without prior notification will forfeit space without refund. In the event of an emergency, cancellation must be made within 24 hours after the event to the Department.
- Smoking is not permitted in any vendor booth or space. Vendors who smoke must wash their hands before returning to their booth.
- Vendors are expected to be honest and to conduct themselves in a courteous and friendly manner. Rude, abusive, offensive or other disruptive behavior is not permitted. Vendors experiencing difficulty with patrons or other vendors should refer the matter promptly to City staff. Vendors are expected to dress in an appropriate manner, including shirts and shoes.
- To apply for a complimentary non-profit vendor space, return the Application and Agreement, and a current photograph of your merchandise and booth.
- Non-profit vendors desiring to use a 10'x10' that will accommodate an EZ-up or canopy must also include the required fee (\$75).
- All non-profit vendors are required to obtain liability insurance that complies with Section H of the Application and Agreement. If you are accepted as a vendor, you must provide a certificate of liability insurance within five (5) business days.
- Upon acceptance of your application, you will be phoned, and a confirmation packet will be mailed to you.
- Suggestions, requests and comments can be made in person or left at the Information Booth. Your comments are appreciated.
- Mail application & agreement to and for more information contact:
 Annie Pagliaro
 City of Palmdale
 38260 10th Street East
 Palmdale, CA 93550
 661/267-5611
 661/267-5636 Fax
- Please complete all information required. Application must be complete for approval.
- Provide a picture of the proposed booth.
- Non-profit spaces with tables and chairs (no EZ-up or canopy) are complimentary.
- Application fee is \$75 for non-profits desiring to use a 10'x10' space that will accommodate an EZ-up or canopy.
- Make checks payable to: City of Palmdale
- Application deadline: June 4, 2012



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NON-PROFIT APPLICATION AND VENDOR AGREEMENT

DEADLINE TO APPLY: JUNE 4, 2012



Thursdays
5:30-8:30 pm
Poncitlán Square
38315 9th St. East
Palmdale

July 5
July 12
July 19
July 26
August 2
August 9
August 16
August 23

This Application and Agreement is made this _____ day of _____, 2012 between the City of Palmdale (City) and: _____, (Vendor)

FULL NAME OF BUSINESS _____
a _____
TYPE & STATE OF ORGANIZATION _____

Vendor's contact information is as follows:

Vendor name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Name of person applying: _____

Vendor type: Non-Profit PAID Non-Profit UNPAID

THE PARTIES AGREE AS FOLLOWS:

SECTION A. APPLICANT'S INFORMATION

1. Vendor applies for permission to use _____space(s) at Poncitlán Square during each of the eight nights of the City's 2012 Thursday Night on the Square event, July 5, 12, 19, 26, August 2, 9, 16 and 23, 2012; and to install and maintain a booth(s) to sell, display, advertise and/or give away the following items:

LIST/DESCRIBE ALL ITEMS TO BE SOLD, DISPLAYED, ADVERTISED OR GIVEN AWAY.

2. Vendor agrees to pay the fee of Seventy-five Dollars (\$75) per 10'x10' EZ-up or canopy space for the use of each such space for a total of \$_____, receipt of which is hereby acknowledged by City.
3. Non-profit spaces using only tables and chairs are complimentary. Space is limited, and submission of this application does not guarantee admission.

SECTION B. SPACE ASSIGNMENT

4. Upon acceptance of this application by City, Vendor will be assigned a space for Vendor's exhibit. Space is assigned based on past participation, supply and demand, application date and logistics. Vendor may only occupy the space and area assigned to Vendor by City.
5. Vendor shall not assign or transfer this Agreement nor the booth space nor any other rights under this Agreement. Vendor shall not permit any other vendor or person to share the space allocated to Vendor nor to sell, display or give away any items from the space allocated in this Agreement to Vendor.
6. Due to the design of Poncitlán Square, vendor spaces may not be perfect 10'x10' squares. Vendor spaces are assigned based on event needs. Vendors may not switch spaces without prior authorization from event supervisor.

SECTION C. DISPLAY AND SALE ITEMS

7. No items may be sold, displayed, advertised or given away unless listed and approved by City in this Agreement. Requests to sell, display, advertise or give away any additional or different

items or to substitute items must be made in writing to the City and approval, if granted by City, will be only by written amendment to this Agreement.

8. Snap caps, poppers, shock pens, laser pointers, drug paraphernalia, guns or weapons of any kind, as well as other items deemed inappropriate by the City, are strictly prohibited.
9. Selling, displaying, advertising or giving away any items not listed and approved in this Agreement shall be considered a substantial breach of this Agreement and will subject Vendor to immediate termination. Vendor may be removed from the premises without a refund.
10. Vendor and all Vendor representatives, including mascots, must stay within the perimeters of its booth space. Distribution of flyers and soliciting information must be done within the perimeters of booth space. Vendor may not sell, distribute or solicit materials provided by Vendor outside Vendor's booth space. Violation of this requirement will be considered a substantial breach of this Agreement for which this Agreement may be immediately terminated by City. Vendor will be removed from the premises without a refund.

SECTION D. VENDOR BOOTH REQUIREMENTS

11. All equipment, supplies and materials such as tables, chairs, EZ-up or canopy, banners and personnel desired by Vendor for the booth space display shall be supplied by Vendor. Vendor has complete responsibility for the staffing and operation of its display and booth. If Vendor sets up an EZ-up or canopy, it must be tied down or weighted with sandbags or other weights specifically made to secure such canopies. Canopy legs must fit into assigned space and must not obstruct patron traffic.
12. Power is limited and is not guaranteed. Vendor must contact the Department prior to the event if power is needed. Vendors are prohibited from plugging into any park tree power box. If use of power is approved, Vendor must supply its own 100 ft. extension cord as the electrical outlet may not be located near the Vendor's booth space. Vendor shall not place electrical cords in walkways or where they are a hazard to patrons. Electrical cords shall be taped down or secured to prevent tripping.
13. Thursday Night on the Square events will go on despite rain, wind or other inclement weather. Vendor must be prepared to participate and occupy the booth space allocated to them no matter what the weather. Vendor's display, equipment and materials must be set up to withstand inclement weather and to ensure that it does not become a hazard to other vendors or the public. Vendor's booth may be placed on either pavement or grass at the sole discretion of the City.
14. Vendors are required to maintain their booth/space in a safe, clean and sanitary manner.
15. Vendors must provide adequate staff and supervision at their display area during the event and shall not leave their booth unattended.
16. Vendors must collect and report all taxes.
17. Vendor's booth must be inviting in appearance and have adequate signage identifying their business name and/or products. All signage and decorations must meet City approval.

SECTION E. PERMITS AND LICENSES

18. All vendors shall obtain, at their own expense, any and all licenses and permits required for the operation and display of their booth, including but not limited to City business licenses and peddler's permits, and permits required by the State of California and the County of Los Angeles.
19. Vendors shall display all required permits and licenses in a conspicuous place at their booth. Failure to comply will be considered a substantial breach of this Agreement and this Agreement will be immediately terminated and Vendor will be removed from the premises without a refund.

SECTION F. PARKING

20. Vendor shall not park in spaces located directly adjacent to Poncitlán Square on East Avenue Q-10. Vendor's vehicle(s) may not enter the event loading zone unless a Vehicle Dash Pass issued by City is displayed on the vehicle. Vendor may not park any vehicle in the loading zone for more than thirty (30) minutes and while actively loading or unloading such vehicle.

SECTION G. BOOTH SET UP AND TEAR DOWN

21. Vendors are responsible for setting up and tearing down their own display. At the end of each event Vendor shall completely remove the display, and all material brought on site by Vendor and clean up their area.
22. Vendors may begin setting up at 2 P.M. on the day of the event. All set-up must be completed by 5 P.M. Vehicles are not permitted on the grounds after 5 P.M. Tear-down is from 8:30-10 P.M. Vendors may not begin to tear down booth or move vehicles until streets are clear of patrons. Vendor must have completed teardown and be completely removed from the site by 10 P.M.
23. Vendors are required to clean up booth area and place trash into receptacles provided by City at the conclusion of the event. Trash receptacles may not be used to discard liquid waste. Liquid waste can be disposed of in hand sinks. Cardboard boxes must be broken down and placed in trash receptacle so that the lid closes fully.

SECTION H. INSURANCE, INDEMNIFICATION AND WAIVER

24. **INSURANCE.** Vendor, at its expense, shall maintain in effect during all events in which they are allocated booth space, not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the *Best's Insurance Guide* and authorized to do business in the State of California.

A. General Liability including Products Liability

- One million dollar (\$1,000,000) limit on a per occurrence basis.
- Two million dollar (\$2,000,000) General Aggregate limit.
- Additional Insured Endorsement naming the entities as set forth below is required.

- If food, drink or any kind of product is sold or given away at the event, a two million dollar (\$2,000,000) Products & Completed Operations Aggregate limit is required.
- If food, drink or any kind of product is sold or given away at the event, a Products Liability Endorsement is required.
- List deductible or state “No Deductible” – deductible subject to approval of City Attorney.

B. Workers’ Compensation

- Provide proof of insurance certificate with California statutory requirements.

C. Commercial Automobile Liability

- One million dollar (\$1,000,000) combined single limit including non-owned and hired automobile coverage.
- Additional Insured Endorsement naming the entities as set forth below is required.

25. General Insurance Provisions

- A. Coverage must be in force for the duration of the event, including set up and tear down.
- B. Thirty (30) day written notice of cancellation.
- C. List name of event, location, date and time – if applicable – in the “description of operations/comments” area.
- D. Certificate shall state that:

“The City of Palmdale, Palmdale Community Redevelopment Agency, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insureds.” *Please provide copy of form or reference form number on Certificate.*

Any endorsement may be issued by agent if said agent has authority to do so. If endorsement must be issued by the insurance company, agent is to forward a signed verification that the endorsement has been ordered.

- E. A signed and complete certificate of insurance with additional insured endorsements shall be submitted to the City at least 30 days prior to the event and may be mailed to:

City of Palmdale
Department of Parks and Recreation
38260 10th Street East
Palmdale, CA 93550

- F. The City of Palmdale does not provide insurance of any kind for vendor’s equipment or property. Vendors are advised to have their property and equipment adequately insured.
- G. Thursday Night On the Square is an outdoor event, subject to, among other potential risks, rain, high winds, theft, vandalism and the like. Vendors are advised, in addition to carrying the required insurance, to govern themselves accordingly and take all appropriate precautions to safeguard their property and equipment and the property and persons of fellow vendors and visitors to the event.

26. **WAIVER:** I, the undersigned, am fully aware and understand the potential risks involved with my participation in this cultural activity for the citizens of the City of Palmdale, namely the “Thursday Night on the Square” event. Specific dangers include damage to personal property, loss of personal inventory, serious physical injury or death. Additional dangers include and are not limited to damages due to inclement weather and other reasonably anticipated risks that accompany participation in such event. I acknowledge that I voluntarily participate in this event. I hereby agree to assume all risk of injury, damage to persons and property and/or death, and to hold the City of Palmdale, Department of Parks and Recreation and its officers, agents or employees harmless from any liability for any injuries, or claim for damage, damage to goods or death that may arise in connection with my participation in this event. This Hold Harmless Agreement also pertains to any actions of negligence by the City of Palmdale, Department of Parks and Recreation and its officers, agents, or employees which may have caused or contributed to the injury, damage, or death. This Agreement shall be binding upon my heirs and dependents as well as myself. I participate freely and voluntarily in this event and expressly assume all of the risks of the event.

27. **INDEMNIFICATION:** Vendor agrees to indemnify, defend and hold harmless City, its officers, agents and employees, from and against all claims, losses, obligations, or liability which arise out of, or are in any way related to, Vendor’s participation in the City’s Thursday Night on the Square events and the booth and display installed and operated by Vendor and Vendor’s acts, errors or omissions, or those of its employees or agents under this Agreement.

SECTION I. CANCELLATION/FAILURE TO OCCUPY SPACE

28. Vendor may cancel this Agreement and the booth space allocated to them by written notice to City on or before June 28, 2012. Such termination by Vendor terminates this Agreement for all dates of the 2012 Thursday Night on the Square and Vendor will receive a full refund.
29. In the event that Vendor is unable to occupy the space allocated to them on any specific event date, Vendor shall give written notice to City at least twenty-four hours prior to such date. Failure to provide at least one day notice and/or failure to occupy the space allocated by this Agreement on two occasions shall constitute termination of this Agreement and such Vendor shall forfeit their space and be barred from participating in the event for all remaining nights of the 2012 Thursday Night on the Square events without refund. Furthermore, Vendor may be barred from participating in Thursday Night on the Square events the following year.
30. Vendors who fail to occupy their space due to an unforeseen emergency may request an exception. Such a request must be submitted to the City within one day of the emergency that prevented Vendor’s participation in the event.

SECTION J. IN GENERAL

31. Smoking is not permitted in any vendor booth or space. Vendors who smoke must wash their hands before returning to their booth.

