



**City of Palmdale
2019 Kaleidoscope Application and Agreement for Fresh Made Market Vendor**

Kaleidoscope Art & Music Festival is a unique event dedicated to the arts, including culinary and apothecary craftsmanship. The Fresh Made Market at Kaleidoscope is perfect for cottage industry and farmers market vendors who specialize in handmade candles, home scent products, skin and body care products, baked and canned goods, salsas, pestos, sauces, and traditional farmers market products.

To be considered and accepted into Fresh Made Market at Kaleidoscope Art & Music Festival on October 12, 2019 at the Palmdale Amphitheater, fill out and return this application to:

Rachel Serrano
City of Palmdale
38260 10th St. East
Palmdale, CA 93550
rserrano@cityofpalmdale.org

New to Kaleidoscope
Music & Art Festival?
**Check this box for our
'Try Me' Special:**

Deadline to apply is September 12, 2019

Full Business Name _____

Applicant's Name _____

Address _____

City/State/Zip _____

Home Phone _____ Cell Phone _____

Email _____ Website _____

I am applying for the space size marked below and understand this is an area of grass and I must supply my own booth set up and supplies:

One 10'x10' space @ \$45

Two 10'x10' spaces @ \$80

List vendor type and items for sale:

Attach photos of booth space set up and products for sale to this application.

**This Application and Agreement is made this _____ day of _____
2019 between the City of Palmdale (City) and _____
_____ (Vendor).**

The Parties agree as follows:

Section A: Permission & Fees

City will provide vendor booth space at Kaleidoscope on October 12, 2019 to display, advertise and sell vendor's product in the Fresh Made Market.

Vendor agrees to pay the City a fee of Forty-five Dollars (\$45) per booth or Eighty Dollars (\$80) for two booths.

Section B: Space Assignment

City, in its sole discretion, will assign Vendor a space/s in the Fresh Made Market. Vendor may only occupy the booth space and area assigned to Vendor by City.

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 or to sell, display or give away any items from the booth space allocated in this agreement to Vendor.

Vendor shall receive a booth space approximately 10'x10' square. Booth space may be on grass or concrete. Vendors may not switch spaces without prior authorization from event supervisor.

Section C: Display & Merchandise

Vendor shall display and sell only the merchandise approved through the application process. Requests to sell additional products must be made in advance by contacting the recreation and culture department prior to the event. 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. Selling, displaying, advertising or giving away any item not listed and approved in this Application and Agreement shall be considered a material breach of this Agreement and Vendor may be removed from the premises without a refund.

Vendor and all Vendor representatives must stay within the perimeters of booth space. Distribution of flyers, literature must be done within the perimeters of booth space. Vendors may not sell, distribute or solicit outside booth space. Vendors may not allow any other person to sell, distribute or solicit materials provided by Vendor outside of Vendor's booth space. Violation of this requirement shall be considered a material breach of the Application and

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 Requirement

All equipment, supplies and materials such as tables, chairs, EZ-Up or similar canopies, banners, signage 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 their display and booth space. If Vendor sets up an EZ-Up or similar 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.

Power is not available. Vendor should be prepared to use battery operated equipment.

The event will go on despite rain, wind or other inclement weather. Vendor must be prepared to participate and occupy their booth space(s) allocated to them regardless of weather conditions. 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.

Vendors shall maintain their booth space in a safe, clean and sanitary manner. Vendors will provide their own trash receptacle. Trash cans provided by the City on the event grounds are for the general public. Vendors shall not pull event trash cans behind vendor booths. Vendors shall not place booth trash in event cans during the event. At the conclusion of the event, Department may provide trash cans for vendors if available. Cardboard boxes shall be broken down and placed in the can so that lid closes completely.

Vendors shall provide adequate staff and supervision of their booth during the event and shall not leave their booth space(s) unattended.

Vendor booth space must be inviting in appearance and have adequate signage identifying their business name and/or merchandise. All signage and décor must meet City approval.

Section E: Vendor Packet Information

Upon acceptance into the event, Vendor will be notified by phone and packet pick-up instructions given at this time. Vendor Packets will include the following: General Information sheet, directions to the venue, venue parking information, two Vendor badges, one Parking Pass.

Section F: Booth Set Up and Tear Down

Upon arrival to the Vendor Loading/Unloading area of the Palmdale Amphitheater, the City will provide, on a first come, first served basis, staff and handcarts to assist with transportation of Vendor's supplies and equipment. Vendors are responsible for setting up and tearing down booth space. At the conclusion of the event, City staff assistance with transportation of supplies and equipment will take longer due to everyone vacating at the same time. It is recommended to bring a handcart if possible. Vendor shall completely remove all materials and supplies brought on site by Vendor leaving their area clean and free of debris and rubbish.

Vendor set up must be concluded by 9 am event day. Overnight security will be provided Friday, October 11, 2019. Vendor set up may be conducted on Friday, October 11, 2019 from 3-7 pm and/or Saturday, October 12, 2019 from 6-9 am. Vehicles are not permitted on the grounds. Vendors may not begin to tear down booth until the grounds are clear of patrons. Tear down can begin at 6 pm and must be concluded by 9 pm event day.

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.

Kaleidoscope 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.

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 Kaleidoscope 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 the 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 Recreation and Culture 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 Recreation and Culture 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.

Indemnification: Vendor agrees to indemnify, defend and hold harmless the 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 Kaleidoscope event and the booth space(s) and display installed and operated by Vendor and Vendor's acts, errors or omissions, or those of its employees or agents under the Agreement.

Section G: Cancellation/Failure to Occupy Space

Vendor may cancel this Agreement and the booth space(s) allocated to them by written notice to City on or before October 7, 2019. Such termination by Vendor terminates the Agreement and Vendor will receive a full refund. Cancellations received after October 7, 2019 will not be subject to refund.

Section H: Duties of the City

The City will provide and distribute media information and publicity.

The City is not responsible for any damage or theft of any good, items or vendor display.

The City shall have employees at the event site from 6 am to 9 pm the day of the event.

IN WITNESS WHEREOF, this agreement was executed on the dates written below. Execution by the City constitutes application approval.

CITY OF PALMDALE:

VENDOR:

Annie Pagliaro
Recreation Supervisor

Print Vendor Name and Title

Vendor Signature

Date

Date

ADDRESS FOR NOTICE:
City of Palmdale
38260 10th St. East
Palmdale, CA 93550
661/267-5611

ADDRESS FOR NOTICE:

Phone
