

## 2012 FESTIVAL OF LIGHTS VENDOR AGREEMENT

### PEGGY MARTIN DBA FAMILY FUNNEL CAKES

THIS VENDOR AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 (“Effective Date”), by and between the CITY OF RIVERSIDE (“City”), a California charter city and municipal corporation and PEGGY MARTIN DBA FAMILY FUNNEL CAKES (“Vendor”) a sole proprietor, for the purpose of hosting a vendor booth at the 2012 Festival of Lights.

### RECITALS

A. The Riverside Metropolitan Museum (“Department”) has sought out vendors to be present and provide holiday-type refreshments and souvenirs for sale at the 2012 Festival of Lights (“Event”); and

B. It is the goal of the City of Riverside to have refreshments and souvenirs available for purchase for the citizens during the Event and to avoid having two vendors selling the same items with exception of November 23, 2012; and

C. Vendor has expressed its willingness to provide said refreshments and/or souvenirs for sale at the Event.

NOW, THEREFORE, in consideration of the foregoing recitals that are incorporated herein by reference, the parties hereto agree as follows:

1. **City Obligations.**

a. City agrees to provide a 10’ x 10’ white canopy booth space.

b. City will be responsible for all security and police services.

c. Food vendors participating in the 20th Annual Festival of Lights Switch-On Ceremony on Friday, November 23, 2012 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 on this date.

d. Vendor will not be supplied a parking permit unless otherwise specified by City staff, in which case Vendor must report to the Riverside Metropolitan Museum located at 3580 Mission Inn Avenue 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.

## 2. Vendor Obligations.

a. Vendor agrees to attend, or send a representative to Vendor Meetings on Tuesday, November 6, 2012 at 5:00 p.m. and Tuesday, November 13, 2011 at 5:00 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 5th Floor.

b. 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 Riverside Metropolitan Museum located at 3580 Mission Inn Avenue no later than Friday, November 2, 2011 at 4 p.m. Vendor agrees to leave their area in the same condition it was in when they arrived on-site.

c. If vendor is selected for the duration of the Festival of Lights, vendor will be pre-designated two (2) locations at the November 1st Vendor Meeting. One location will be pre-designated for the 20th Annual Festival of Lights Switch-On Ceremony and one location will be pre-designated for the duration of the 2012 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.

d. Lights, decorations, sidewalls, etc. for vendor booth are the sole responsibility of Vendor and must adhere to all guidelines as provided by City Staff. Vendor is required to decorate booth area with holiday-themed decorations. All sidewalls must be approved by City Staff.

e. Food vendors participating in the duration of the 2012 Festival of Lights will be required to obtain a Riverside County Department of Environmental Health Permit valid from Saturday, November 24, 2012 through Saturday, January 5, 2013.

f. 20th Annual Festival of Lights Switch-On Ceremony. On Friday, November 23, 2012, 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.

g. 2012 Festival of Lights. From Saturday, November 24, 2012 through Saturday, January 5, 2013, Vendor is required to be set-up with a full booth display and open for business no later than 12 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 2012 Festival of Lights.

h. 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). In the event Vendor fails to 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.

i. Vendor agrees to submit **non-refundable** payments to the City as noted below.

Payment Due Date	Food Vendor Payment	Craft Vendor Payment
Friday, November 16, 2012	\$600.00	---
Friday, November 23, 2012	\$600.00	\$250.00
Friday, November 30, 2012	\$600.00	\$250.00
Friday, December 07, 2012	\$600.00	\$250.00
Friday, December 14, 2012	\$600.00	\$250.00
Friday, December 21, 2012	\$600.00	\$250.00
Friday, December 28, 2012	\$600.00	\$250.00
<b>Total Amount Due</b>	<b>\$4,200.00</b>	<b>\$1,500.00</b>

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 Riverside Metropolitan Museum located at 3580 Mission Inn Avenue no later than 4 p.m. on the Payment Due Date specified above.

Attn: Gema Ramirez, Project Coordinator  
 Riverside Metropolitan Museum  
 3580 Mission Inn Avenue  
 Riverside, CA 92501

j. **CANCELLATION POLICY:** Vendor agrees to cancel a reservation no later than 4 p.m. on Friday, November 16, 2012. If Vendor fails to cancel prior to the specified date and time, Vendor will be assessed the full fee of the reservation. The 20th Annual Festival of Lights Switch-On Ceremony and the 2012 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 required by Paragraphs (f) and (g) 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.

k. Vendor will 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, marital status or national origin will not be tolerated. Vendor and its agents or employees will be removed from Event if such acts or conduct take place.

l. 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.

m. 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 Riverside Metropolitan Museum located at 3580 Mission Inn Avenue no later than 4 p.m. on Friday, November 16, 2012.

n. INSURANCE & INDEMNIFICATION REQUIREMENTS: Prior to the City's execution of this Agreement, Vendor shall provide satisfactory evidence of, and shall thereafter maintain during the 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 Insurance in the amount of \$1,000,000 per occurrence with a \$1,000,000 aggregate. **Auto Insurance may be required if a vehicle will be used in conducting business.**

All insurance documents must have an additional endorsement attachment (CG20) stating:

“The City of Riverside, City of Riverside Redevelopment Agency, Riverside Chamber of Commerce, and their officers, employees and agents are added as additional insureds under this Policy with respect to liability arising out of the 2012 Festival of Lights from Friday, November 23, 2012 dependent if you are selected for Switch on Ceremony only, or for the duration of the Festival of Lights January 5, 2013.”

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.

Documentation must be received by the Riverside Metropolitan Museum located at 3580 Mission Inn Avenue no later than 4 p.m. on Friday, November 16, 2012.

3. **Notice.** Service of any notices or documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City:

City of Riverside  
Riverside Metropolitan Museum  
Attn: Gema Ramirez  
3580 Mission Inn Avenue  
Riverside, California 92501

Vendor:

Peggy Martin  
461 E. Deerfield Street  
Ontario, CA 91761

4. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Each party hereby represents that it has not been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

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(Signatures on following page)

IN WITNESS WHEREOF, City and Vendor have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE

VENDOR

PEGGY MARTIN DBA FAMILY  
FUNNEL CAKES

By: \_\_\_\_\_  
Development Director

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name/Title

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Deputy City Attorney