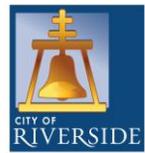


Festival of Lights Horse Carriage Application

November 27, 2015 through January 2, 2016



City of Arts & Innovation

INSTRUCTIONS

Please read the following instructions prior to completing the attached application.

The City of Riverside is proud to host the *23rd Annual Festival of Lights* to be held Friday, November 27, 2015 through Saturday, January 2, 2016. A completed *Festival of Lights Horse Carriage Application* must be submitted by any company that would like to be considered for this City-sponsored event. The primary function of this Application is for City staff to understand and incorporate horse carriage operators based on the specified requirements and appropriateness as it relates to the *Festival of Lights*.

Prior to completing the Application please review the attached **Horse Carriage Agreement** for a full understanding of what is to be expected of our *2015 Festival of Lights Horse Carriage Operators*.

Terms and Payment Information

Application Review Process

The Application Review Process begins when you submit your completed Application with ALL required attachments. Upon receipt of your Application, a City staff member will perform an initial screening of the submitted information. Documentation you provide will be forwarded to the appropriate staff member for review and approval. **A completed Application with ALL required attachments must be received for your Application to be processed; not providing these requested items could result in immediate denial of your Application.** Upon completion of the Review Process, an email will be sent to you indicating whether your Application has been approved or denied.

Evaluation Process

If your application is submitted successfully you will be invited to participate in Phase II of the Evaluation Process. The Evaluation Process will take place after July 15, 2015.

Fees

Vendor Payments must be in the form of a check or money order made payable to the City of Riverside and must be received in our office no later than 4 p.m. on the Payment Due Date or Vendor will incur a **\$10 per day Late Fee**.

Other Terms & Conditions

Vendor is required to sign and submit a *Festival of Lights Vendor Agreement* (sample attached). An Agreement is to be filled out and signed by every approved/accepted vendor. The Agreement must be signed and received in the Riverside Metropolitan Museum - Arts and Cultural Affairs Division office located at 3580 Mission Inn Avenue no later than 4 p.m. on Friday, October 30, 2015. **If the Agreement is not submitted by the deadline, the vendor will not be allowed to participate.**

Festival of Lights Horse Carriage Application

November 27, 2015 through January 2, 2016



City of Arts & Innovation

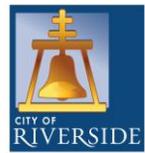
Please review the chart below for your specific Vendor Booth Fee(s) and Payment Due Date (s).

Payment Schedule		
Payment Due Date	Cleaning Deposit	Carriage Vendor Payment
Friday, November 6, 2015	\$400.00	-
Friday, December 04, 2015	N/A	\$1,000.00
Friday, December 11, 2015	N/A	\$1,000.00
Friday, December 18, 2015	N/A	\$1,000.00
Monday, December 28, 2015	N/A	\$1,000.00
Thursday, December 31, 2015	N/A	\$1,000.00
Total Amount Due	\$400	\$5,000.00

Should you require assistance or have any questions, please contact Meghan Hunt at (951) 826-5663 or via email at specialevents@riversideca.gov.

Festival of Lights Horse Carriage Application

November 27, 2015 through January 2, 2016



City of Arts & Innovation

Submission

DEADLINE – 4 p.m. on Wednesday, July 15, 2015

Electronic Submission

Horse Carriage Operators may complete the Application electronically and submit their completed Application and all attachments via email. Once the Application is completed, please review the checklist below prior to submission. Submit your completed Application with attachments to specialevents@riversideca.gov.

Walk-In/US Mail Submission

Horse Carriage Operators may print out and complete the Application by hand. Once the Application is completed, please review the checklist below prior to submission. Submit your completed Application with attachments to:

Meghan Hunt, Project Coordinator
City of Riverside, Metropolitan Museum
Arts and Cultural Affairs
3580 Mission Inn Avenue
Riverside, CA 92501

*Museum Closed Monday's

Checklist: Required Attachments

The items listed below must be submitted with your complete Application. If all items below are not present, your application will not be processed.

- 4 x 6 High-resolution or glossy photos* of your set-up, including horse carriages and horses
- If applicant is a corporation, the City of Riverside will require a Letter of Authorization from said corporation; please attach.
- Current Vehicle for Hire Permit and Business Tax Certificate

* Required attachments may be e-mailed to specialevents@riversideca.gov.

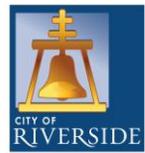
Checklist: Additional Required Documentation

Once notified that you have been accepted as a Horse Carriage Operator for the *Festival of Lights*, a copy of the following items must be received in our office no later than **4 p.m. on Friday, November 6, 2015**.

- Insurance Certificate showing General Liability, Auto, and Workers' Compensation* Insurance in the amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate;
- Insurance Certificate Additional Endorsement Attachment (CG20) with proper wording as stated on Page 9 of this Application; and

* Horse Carriage Operators with no employees must submit a letter stating they have no employees or Horse Carriage Operator will be expected to provide Workers' Compensation Insurance.

Festival of Lights
Horse Carriage Application
November 27, 2015 through January 2, 2016



City of Arts & Innovation

CONTACT INFORMATION

I am interested in participating in the *2015 Festival of Lights* from Saturday, November 28, 2015 through Saturday, January 2, 2016.

Business Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Mailing Address (if different from above): _____

Primary Contact Name & Title: _____

Phone: (____) _____ **Cell:** (____) _____ **Fax:** (____) _____

E-Mail Address: _____

Secondary Contact Name & Title: _____

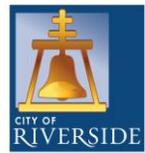
Phone: (____) _____ **Cell:** (____) _____ **Fax:** (____) _____

E-Mail Address: _____

Business Website (if applicable): _____

Festival of Lights Horse Carriage Application

November 27, 2015 through January 2, 2016



City of Arts & Innovation

BUSINESS INFORMATION

This section is intended to provide City Staff with basic information regarding your booth/trailer and products. The size of your booth/trailer may identify the best location for your set-up. Information you provide in this section might be used for promotional purposes including but not limited to print, electronic and Internet formats.

Is your business a sole proprietorship? Yes No

Is your business a corporation? Yes No

Do you have a Business Tax Permit* issued by the City of Riverside? Yes No

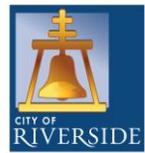
Do you have a Vehicle for Hire certificate* issued by the City of Riverside? Yes No

Please describe the nature of your business:

* If accepted as a Horse Carriage Operator for the 2015 Festival of Lights, the City will require copies of your City of Riverside Business Tax License and Vehicle for Hire Permit. Copies must be received in our office no later than 4 p.m. on Friday, November 6, 2015.

Festival of Lights Horse Carriage Application

November 27, 2015 through January 2, 2016



City of Arts & Innovation

EVENT EXPERIENCE

Please provide a chronology of your selling experience(s) beginning with the most current:

<u>Company Name</u>	<u>Location/Venue</u>	<u>Start Date</u>	<u>End Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

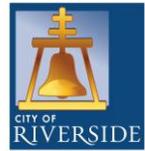
REFERENCES

Please list other organizations or people who are knowledgeable about your driving and event activities:

<u>Contact Name</u>	<u>Phone Number</u>	<u>E-Mail Address</u>	<u>Relationship</u>
_____	()	_____	_____
_____	()	_____	_____
_____	()	_____	_____
_____	()	_____	_____
_____	()	_____	_____
_____	()	_____	_____

Festival of Lights Horse Carriage Application

November 27, 2015 through January 2, 2016



City of Arts & Innovation

INSURANCE AND INDEMNIFICATION REQUIREMENTS

HORSE CARRIAGE OPERATOR AGREES, IN CONSIDERATION OF THE GRANTING OF THIS APPLICATION FOR HORSE CARRIAGE OPERATOR PRIVILEGES AT ANY CITY OF RIVERSIDE SPECIAL EVENT, TO THE FOLLOWING:

Insurance Requirements

Horse Carriage Operator shall provide satisfactory evidence of, and shall thereafter maintain during the specified special 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 s are required to have General Liability, Auto and Worker's Compensation Insurance in the amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate. All insurance documents must have an additional endorsement attachment (CG20) stating: "The City of Riverside, Greater Riverside Chambers of Commerce, their officers, employees and agents are named as additional insured with respect to liability arising out of the 2015 Festival of Lights from Saturday, November 28, 2015 through Saturday, January 2, 2016."

If accepted as a Horse Carriage Operator for the 2015 Festival of Lights, Insurance Certificates must be received in our office no later that 4 p.m. on Friday, November 6, 2015. Insurance Certificates submitted without an additional endorsement attachment (CG20) will not be accepted. Please ensure the use of the proper wording shown above.

Indemnification

Vendor agrees that except as to sole negligence or willful misconduct of the City of Riverside, Horse Carriage Operator shall defend, indemnify, and hold the City, the Greater Riverside Chambers of Commerce, and their officers, 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 Horse Carriage Operator's temporary booth/trailer during the specified special event, not withstanding that the City may have benefited from Horse Carriage Operator's temporary booth/trailer. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent misconduct, whether active or passive, on the part of Horse Carriage Operator, Horse Carriage Operator's employees, subcontractors or agents.

Applicant's Name (Please Print)

Applicant's Signature

Date

FOR INTERNAL USE ONLY

Date/Time Application Received: _____

Approved _____ (Date & Initial) _____

Denied _____ (Date & Initial) _____

Reason: _____

2015 FESTIVAL OF LIGHTS CARRIAGE VENDOR AGREEMENT
[INSERT VENDOR NAME]

THIS VENDOR AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2015 (“Effective Date”), by and between the CITY OF RIVERSIDE (“City”), a California charter city and municipal corporation and [INSERT VENDOR NAME] (“Vendor”) a [INSERT TYPE OF ENTITY], for the purpose of hosting a vendor booth at the 2015 Festival of Lights.

RECITALS

- A. The Riverside Metropolitan Museum (“Department”) has sought out vendors to be present and provide horse carriage rides for sale at the 2015 Festival of Lights (“Event”);
- B. It is the goal of the City of Riverside to have horse carriage rides available for purchase for the citizens during the Event; and
- C. Vendor has expressed its willingness to provide said horse carriage rides 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 secure parking areas for carriage pick-up and drop-off locations.
- b. City will be responsible for all security and police services.
- c. 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 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 20, 2015. Vendor agrees to leave their area in the same condition it was in when they arrived on-site.

b. If vendor is selected for the duration of the Festival of Lights, vendor will be given a pre-designated location. 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 pick-up/drop-off location while selling. Carriage must run in a caravan style with a lead person at the front to assist with traffic.

c. Lights and decorations 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.

d. 2015 Festival of Lights. From Saturday, November 28, 2015, through Saturday, January 2, 2016, Vendor is required to be set-up with a full booth display and open for business no later than 4:30 p.m. Vendor is required to be on-site and open for business Monday – Wednesday from 5:00 – 10:00 p.m. and Thursday through Sunday from 5:00 – 11:00 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 4:30 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 2015 Festival of Lights.

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

Payment Due Date	Cleaning Deposit	Carriage Vendor Payment
Friday, November 18, 2015	\$400.00	
Friday, December 4, 2015	N/A	\$1000.00
Friday, December 11, 2015	N/A	\$1000.00
Friday, December 18, 2015	N/A	\$1000.00
Monday, December 28, 2015	N/A	\$1000.00
Saturday, January 2, 2016	N/A	\$1000
Total Amount Due	\$400.00	\$5,000

Vendor Payment must be in the form of a check or money order payable to the City of Riverside and 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.

Arts & Cultural Affairs
 Riverside Metropolitan Museum

Attn: Meghan Hunt
3580 Mission Inn Avenue
Riverside, CA 92501

NOTE: Museum is closed on Mondays.

f. **CANCELLATION POLICY:** Vendor agrees to cancel a reservation no later than 4 p.m. on Friday, November 20, 2015. If Vendor fails to cancel prior to the specified date and time, Vendor will be assessed the full fee of the reservation. The 23rd Annual Festival of Lights Switch-On Ceremony and the 2015 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 Paragraph (e) 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.

g. 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.

h. 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.

i. Vendor is responsible for administration of California Sales Tax and will be required to provide the City of Riverside with a copy of their Sales 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 20, 2015.

j. **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.

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

"The City of Riverside, and its officers, employees and agents are added as additional insureds under this Policy with respect to liability arising out of the 2015 Festival of Lights from Saturday, November 28, 2015 thru January 2, 2016."

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 20, 2015.

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: Meghan Hunt
3580 Mission Inn Avenue
Riverside, California 92501

Vendor:

NAME
ADDRESS

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.

(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, a California
charter city and municipal corporation

VENDOR NAME

By: _____
Museum Director

By: _____

Print Name/Title

Attest: _____
City Clerk

Approved as to Form:

By: _____
Deputy City Attorney

SAMPLE