

**City of Carson
presents
The 2023 55th Anniversary Tour de Carson – Vendor Packet**

June 15, 2023

The City of Carson will host the 55th Anniversary Tour de Carson on Saturday, August 12, 2023, from 8:00 a.m. to 1:00 p.m. at California State University, Dominguez Hills located at 1000 E. Victoria Street Carson, CA 90747.

The graphic features a blue background with musical notes and a large green bicycle silhouette. Logos for the City of Carson, Cal State Dominguez Hills, BCC Club, and Boys & Girls Clubs are included. A central banner reads 'Local Vendors • Prizes and Giveaways'. Below this, the event details are listed: 'Saturday, August 12, 2023 • 8:00 a.m. - 1:00 p.m.' and three ride options: 'Explorer Ride' (20 miles, 9:00 a.m. start), 'Family Adventure Ride' (9 miles, 9:30 a.m. start), and 'Bike Safety Rodeo' (9:45 a.m. - 11:45 a.m.). A QR code is provided for registration, and a reminder to wear helmets is included. The bottom section provides the location: 'California State University, Dominguez Hills, 1000 E. Victoria Street, Carson, CA 90747 (Lot 3)' and a contact number: '(310) 847-3570'. The footer identifies the organizing department: 'City of Carson Community Services/Parks and Recreation Department'.

City of Carson

Tour de Carson

Local Vendors • Prizes and Giveaways

Saturday, August 12, 2023 • 8:00 a.m. - 1:00 p.m.

Explorer Ride
20 miles, 9:00 a.m. start

Family Adventure Ride
9 miles, 9:30 a.m. start

Bike Safety Rodeo
9:45 a.m. - 11:45 a.m.

FREE Fun Event for EVERYONE!

Please remember to bring your helmet.
Helmets required for children.

Scan Here to Register

California State University, Dominguez Hills
1000 E. Victoria Street, Carson, CA 90747 (Lot 3)
For more information, please call (310) 847-3570

City of Carson Community Services/Parks and Recreation Department

Checklist

Applicant: Before submitting your application packet make sure each of the below indicated items have been attached or completed.

Booth/Space Rental Agreement

Business License (FOOD TRUCKS ONLY)

Proof of Insurance/Certificate of Insurance (ALL VENDORS)

Waiver, Release, Hold Harmless, Agreement Not to Sue,
Indemnification, and Photo Release

Current Copy of W-9 Form or Non-Profit Status
(if not on file already)

Event Coordinator: Please check off each item above to verify Booth/Space Rental Agreement is complete.

Insurance Requirements

Please be advised that pursuant to your interest in renting a booth/space at

_____ to be held on _____ with the City of Carson, you are required to submit the following:

√ Compliant Certificates of Liability Insurance (to be maintained for the duration of booth rental against claims which may arise from or in connection with the booth rental and the activities of the renter, his/her guests, agents, representatives, employees, or subcontractors), evidencing the coverage(s) as indicated below.

*Certificates of insurance, as well as **additional insured and waiver of subrogation endorsements**, must be submitted in their entirety BEFORE THE BOOTH/SPACE RENTAL EVENT and executed if applicable; failure to submit required forms shall be cause for the City of Carson to terminate any booth rental agreement.*

The City of Carson reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

MINIMUM SCOPE AND LIMIT OF INSURANCE

General Liability Insurance: Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

If booth renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If booth renter is using a vendor (e.g., caterer) to supply alcohol, that vendor must have liquor liability coverage. If booth renter intends to sell alcohol, either the booth renter or vendor providing the alcohol must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Additional Insured Status

The City of Carson, and its elected and appointed officials, employees, volunteers, and agents, are to be covered as additional insureds with respect to liability arising out of their work or operations performed at or on behalf of the City-sponsored event including materials, parts, or equipment furnished in connection with the event

Booth/Space Rental Agreement

Event: _____

Event Location: _____ Event Date: _____

Name of Person or Entity Seeking Booth Rental: _____

Business Entity Type (if applicable): _____

Contact Person: _____ Phone #: (____) _____

Billing Address: _____

Number

Street

City

State

ZIP

Email: _____ Website: _____

Booth Rental Types

Please circle your vendor type

Vendor Type
Food
Retail
Informational
Non-Profit

Detailed Description of Items to be displayed at the event: _____

The undersigned signatory of "Exhibitor" (being the above-referenced person or entity seeking a booth rental at the above-referenced Event, including all its officer, agents, employees and volunteers) hereby represents and warrants that he or she is duly authorized to execute and deliver this application on behalf of Exhibitor, and that by so executing this application, and in consideration for the City's review of this application, Exhibitor is bound by these terms.

Exhibitor acknowledges that the City's consideration of Exhibitor's application to rent the booth is on the express condition that Exhibitor represents and warrants that it is and will be in compliance with all applicable restrictions on the use of intellectual property, including copyright laws, in connection with the booth rental. Exhibitor shall indemnify, defend, and hold harmless the City against any penalties, claims, or liabilities arising from or in connection with Exhibitor's noncompliance with same.

Exhibitor acknowledges and agrees that it shall be responsible for any damage to or abuse of City facilities, parks, pools, buildings, grounds, or equipment stemming from the rental of a booth at the above-referenced event by Exhibitor.

Exhibitor understands and agrees to comply with the City's "Vendor/Exhibitor Rules & Regulations," which are set forth below and incorporated herein by this reference.

Exhibitor agrees to indemnify and release City in connection with its proposed booth rental in accordance with the "Waiver, Release, Hold Harmless, Agreement Not to Sue, Indemnification, and Photo Release submitted concurrently herewith."

Exhibitor agrees to maintain all required insurance coverages and comply with all associated insurance requirements as set forth on the above "Insurance Requirements" page, which is incorporated herein by reference. Exhibitor agrees that all required policies shall contain, or be endorsed to contain, an agreement by Exhibitor to waive all rights of subrogation and contribution against the City, its elected or appointed officers, officials, employees and agents, for all losses and liabilities paid under the terms of any policy which arise from the activities or operations of Exhibitor, regardless of any prior, concurrent, or subsequent non-active negligence by the City.

In the event there is more than one person or entity named in this Agreement as the Exhibitor, then all obligations, liabilities, covenants and conditions under this Agreement shall be joint and several.

This Booth Rental Agreement is only an application for a booth rental by Exhibitor, and does not constitute an approval of any booth or space rental by City.

In the event that part of this Agreement is declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

[signatures on the following page]

Exhibitor and City have executed this Agreement on the dates written below.

EXHIBITOR: _____

Signature of Exhibitor's Authorized Representative

Date

Printed Name of Exhibitor's Authorized Representative

CITY OF CARSON

Signature of City Manager or Designee

Date

Vendor/Exhibitor Rules & Regulations

1. VENDOR/EXHIBITOR APPLICATION: Upon acceptance of a booth/space rental application by the City of Carson ("City"), these rules and provisions shall become binding and a part of the Booth/Space Rental Agreement between the applicant (being the entity seeking a booth/space rental at the specified event, including its officers, employees and agents("Exhibitor")) on the one hand, and the City, on the other hand. Any additions and amendments thereto that may be established or put into effect by the City, and provided in writing to the Exhibitor, shall also become binding and a part of the Booth/Space Rental Agreement.
2. PAYMENT: Tables must be paid in full before the Exhibitor is considered confirmed. There will be a \$ 25.00 service charge on all returned checks
3. CANCELLATION: No refunds will be given unless the event is canceled by the Community Services Department. Applications may be denied or events canceled in favor of City programs.
4. PROPERTY LOSS OR DAMAGES: The City is not responsible for damage to, loss or theft of Exhibitor's property or that of Exhibitor's agents, employees or invitees.
5. CHARACTER OF EXHIBITS: Exhibitor shall observe, obey and comply with all applicable local, state and federal laws, and all applicable policies, rules, regulations and terms and conditions governing use of City facilities. Exhibitor will forfeit all rents or other fees paid if ejected from premises for violations of same. Ejection shall not release Exhibitor from any obligations for the payment of rents or other fees not yet paid under such permit or additionally incurred. The policy of the City is to serve the public in the best possible manner. Exhibitor shall at all times cooperate to this end.

The policies, rules, regulations and conditions governing use of City facilities are subject to change without any necessity of notice to present or future permittees unless the change affects a permit already issued to Exhibitor.

Exhibitor shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either expressed or implied, during all times covered by the Service Provider Agreement. The City reserves the right to eject or cause to be ejected from the premises any person or persons due to unlawful conduct.

6. CITY SERVICES PROVIDED: The City of Carson and its designated employees will only provide the services listed in the booth/space rental agreement. Utilities may be accessed using existing plug-ins and Exhibitor's extension cords. Exhibitor must provide their own tablecloth.
7. SALES TAX: If applicable, Exhibitor is responsible for collection, payment and reporting of California sales tax on sales made during the event.
8. MOVE-IN/MOVE-OUT: Move-in to the exhibit area will be set for each venue. Exhibitor is required to keep his or her exhibit space fully set up and manned until the event is officially over. Please note that these times are subject to change.
9. SAFETY: Standing on chairs, tables or other rental equipment is prohibited. This equipment is not engineered to support your weight. The City of Carson, its employees, agents, or officers will not be responsible for injuries or falls caused by the improper use of furniture. Please assist in our efforts to provide a SAFE WORKING ENVIRONMENT.

10. VOLUME/LIGHT CONTROL: The City reserves the right to regulate the volume or intensity of any and all noise or light generating mechanisms (including, but not limited to, loudspeakers, radios, television sets, musical instruments, entertainers, or blinking or flashing lights) which are distracting to the attendees of neighboring exhibits during exhibit hours. Noise from the Exhibitor's booth cannot carry more than 4' out from their booth or will be subject to being turned off.
11. BEVERAGES AND FOOD: No beverages (alcoholic or otherwise) or food may be served or distributed in the exhibit area without prior approval from the City.
12. FOOD SAMPLING AND SALES: Unless otherwise expressly authorized in writing by City, no food or beverages may be sold by Exhibitor.
13. BOOTH PERSONNEL AND LITERATURE: Exhibitors may distribute literature from booth(s) and staff them with personnel of their choice.
14. EXHIBITOR CONDUCT: Exhibitors must remain within their own space while distributing literature, product samples or other materials. The use of strolling entertainment or exhibit personnel is prohibited.
15. COPYRIGHT INFORMATION: Exhibitors are responsible for licensing fees as required by law. Exhibitors may be subject to legal action for the use, display or sale of any item using any copyrighted and/or trademarked name or logo which has not been specifically authorized under license from the trademark holder.
16. PERMITS AND LICENSE: Exhibitor shall procure at its own cost and expense all the required licenses and permits applicable to Exhibitor's use or activity.
17. OBLIGATION FOR CLEANLINESS: Exhibitor agrees that the facility and any other surrounding City property (including parking lots) used by the Exhibitor will be left in a clean and orderly condition (equal to or better than the condition existing prior to the event). If additional maintenance is required, other than the normal cleaning process, the vendor will be charged additional fees.
18. DISPUTES: All points not covered by the Exhibitor Rules & Regulations are subject to the decision of the appropriate City representative.
19. FLOOR MANAGEMENT: The City will appoint a Floor Manager who is authorized to enforce these rules and regulations.
20. TABLE ASSIGNMENT: Tables are assigned to all Exhibitors at the sole discretion of the City. Concerns regarding competitive or specific types of exhibitors should be communicated to the City at the time of application.
21. RULE CHANGES: The City reserves the right to make reasonable changes to the foregoing rules, exhibit hours and move-in/move-out arrangements at any time without notice to Exhibitor.
22. FLAMMABLE MATERIALS – All decorations must be fireproof or of fire retardant materials, and must meet all applicable fire safety requirements or are subject to removal. Candles and other open flame devices will not be permitted except as expressly authorized in the booth rental agreement, and subject to Fire Department regulations.

Waiver, Release, Hold Harmless, Agreement Not to Sue and Indemnification

I, _____, (“individual”) [on behalf of _____ (“Exhibitor”), and as a bona fide agent of Exhibitor duly authorized to execute this Waiver, Release, Hold Harmless, Agreement Not to Sue and Indemnification agreement (“Agreement”) on behalf of Exhibitor] (individual and Exhibitor hereinafter referred to as “Signatory,” and the term “Signatory” includes Exhibitors’s officers, officials, employees, agents and volunteers), seek acceptance by the City of Carson of an application to rent a booth/space at and thereby participate in/at _____ (“Event”) on _____ (“Date”).

Signatory understands that accidents, illnesses, and injuries can arise out of the Event; knowing the risks, nevertheless, and in consideration of the acceptance of an application to rent a booth at the Event on the Date, Signatory hereby waives, releases and discharges any and all claims for damages for death, personal injury, or property damage which Signatory may have, or which hereafter accrue to Signatory, against the City of Carson, its elected and appointed officers, officials, employees, agents and volunteers (collectively “City,” and individually, “City Party”), from and against any and all claims or liabilities to Signatory or any other person or entity, including but not limited to claims or liabilities for bodily injury, illness, death, or property damage, arising out of or connected in any way with Signatory’s participation in the Event, even though that liability may arise out of negligence or carelessness on the part of City, and Signatory agrees to waive its rights to make any such claims through any action or proceeding against the City or any City Party. However, Signatory understands that this paragraph is not intended to release any party from any act or omission of "gross negligence."

Signatory hereby grants City the right to photograph or video-record Signatory during or in connection with the Event, and to use Signatory’s photographed or video-recorded likeness, and any image, silhouette, or reproduction of the voice or appearance of Signatory taken during or in connection with the Event (“Likeness”), for any purpose, including publicity and promotion of City and its events, and creation or production of materials in any form for such purpose, with no claim of entitlement to any license fee or royalty of any kind from City. Signatory hereby waives any right to the intellectual property of Signatory’s Likeness.

Signatory further agrees to indemnify, defend and hold harmless City and each City Party from and against any and all claims, liabilities, losses, damages, expenses, costs (including without limitation costs and fees of litigation) of every nature (including, but not limited to, property damage, bodily injury, or death), whether imposed by law or otherwise, sustained or alleged to be sustained by any person or entity (whether they be members of the public visiting the Event, employees of the City, other exhibitors at the Event, or otherwise), occurring at, arising from, or connected with Signatory’s preparation, presentation or participation at the Event, Signatory’s actions, inactions, or use of facilities at the Event, or any equipment, machinery or items displayed or used by the Signatory for the Event, except for such claim, liability, loss, damage, expense, or cost which was caused by the sole negligence or willful misconduct of the City.

In giving the foregoing releases and waivers, Signatory expressly waives any and all rights conferred upon it by the provisions of California Civil Code Section 1542, which Signatory understands reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, that may arise from or relate in any to Signatory's participation in the Event.

This Agreement shall be binding on Signatory's successors, heirs and assigns, and shall not expire. No oral representations, statements, or inducements, apart from this written form, have been made with regard to the subject matter of this form. If any portion of this form is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect.

By signing below, Signatory acknowledges and represents that it has read and understands the above, and that it voluntarily agrees to its terms.

SIGNED: _____

NAME: _____

ORGANIZATION: _____

DATE: _____