

## Woodland Tomato Festival Vendor Policies

Date of Event: **Saturday, August 12th, 2017**

Event Time: 9am – 2pm

Location: Main Street between College and 4<sup>th</sup> Street

**Application Deadline: 5pm Friday, July 28**

### Vendor Booths

12x12 spaces are provided for participating vendors. Vendors are responsible for providing their own tent and tables. Any booth that exceeds the 12x12 booth space allocation must pay for a double space (12x24).

### Booth Space Fees

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|---|----------|
| • Businesses not selling products                   | \$100.00 |
| • Non-Profit Organization (must provide EID Number) | \$15.00  |
| • Arts & Crafts or other non-food product           | \$50.00  |
| • Food Booth  | \$75.00  |

Make checks payable to “Woodland Farmers Market.”

### Department of Health

Food and beverage vendors are responsible for acquiring a special events health permit and to design and equip booth with all items and practices necessary to be in compliance with county regulations. If you do not already possess an annual special events health permit, you can obtain a temporary permit from the Department of Health.

### Insurance Requirement

All participating breweries, vendors and contractors are required to name Woodland Farmers Market (6 Fredericks Court, Woodland CA 95776) as an additional insured for the Woodland Tomato Festival. THIS IS CUSTOMARY FOR FESTIVALS AND SHOULD NOT BE A PROBLEM FOR YOUR INSURANCE CARRIER. If you do not carry insurance, you can purchase a one-time event insurance certificate online for a nominal fee. Your insurance certificate must accompany your application.

### Indemnity Agreement

Vendor Representative shall indemnify and hold harmless the Sponsors against any and all claims, demands, causes of action, personal injuries, death, damage, costs and liabilities, in equity, of every kind and nature, whatsoever, directly or proximately resulting or caused by the act or omission of the Vendor Representative, or any of its officers, agents, employees, guests, patrons, or invitees, and the Vendor Representative shall, at its sole risk and expense, defend any and all suits, actions or other legal binding proceedings which may be brought or instituted against any Sponsor or any such claim, demand or cause of action, and the Vendor Representative shall pay and satisfy any judgment or decree which may be rendered against any Sponsor in any suit, action or other legal proceedings, and the Brewery/Brewery

Representative shall pay for any and all damaged or loss to the property of any Sponsor due to such loss or theft of such property, done or caused by the Vendor Representative, its officers, employees, guests, patrons, and invitees.

### **Release of Liability**

The Vendor hereby releases the Woodland Tomato Festival, Visit Yolo and the Woodland Farmers Market along with their officers, directors, trustees, employees, agents, representatives, volunteers, and subsidiaries, and all other persons and associates connected with the event titled Woodland Tomato Festival, and any other sponsors, individuals, or corporations associated with Woodland Tomato Festival whether known or unknown (HEREIN AFTER COLLECTIVELY "SPONSORS"), from any and all liability, including for activity or passive negligence, for any and all property damage, personal injuries, bodily injury, death and/or other claims or causes of action arising out of or relating to the Vendor's participation in TASTE OF YOLO FESTIVAL, INCLUDING THOSE CLAIMS WHICH ARE KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, FUTURE OR CONTINGENCY. COVENANT NOT TO SUE: The Vendor Representative, for herself/himself and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, covenants not to directly or indirectly commence or prosecute any action, suit, claim or other proceeding against the Sponsors arising out of or related to Woodland Tomato Festival.

Your signature on the accompanying vendor application confirms that you have read and understand the above requirements and statements.