

Wasco Recreation and Parks District



Red, White & Boom Fireworks Festival July 1, 2023 Barker Park

WASCO RECREATION AND PARKS DISTRICT VENDOR/ BOOTH APPLICATION AND LIABILITY WAIVER
ALL INFORMATION BELOW MUST BE COMPLETED, SIGNED AND RETURNED

Applicant Name (Required): _____ Date: _____

Applicant Address (Required): _____

Applicant Phone Number: _____ Email: _____

Organization Name (if applicable): _____
(List name of organization if different from applicant)

Organization Address (if applicable): _____

Organization Phone (if applicable): _____ Email: _____

Organization Non-Profit EIN# (if applicable): _____

Booth Type: (Please check the box that best describes the type of booth you will have and provide a description on the lines below.)

Non-food Vendor \$50 Food/Drink Vendor \$200 Games/Activity Vendor \$100

- | | |
|---|--|
| <input type="checkbox"/> FOOD | <input type="checkbox"/> DEMONSTRATION/INFORMATION |
| <input type="checkbox"/> DRINKS | <input type="checkbox"/> GAMES |
| <input type="checkbox"/> ARTS & CRAFTS | <input type="checkbox"/> RETAIL |
| <input type="checkbox"/> CULTURAL/EDUCATIONAL | <input type="checkbox"/> OTHER |

Please list items you will be selling:

Please attach the following required documents:

- Food Facilities Permit from Kern County Environmental Health (only if selling food/drinks)
- Proper Insurance Indemnification Coverage (Activity vendors only: (bounce house, games etc.)
- Business License/Sellers Permit

All applications are subject to review and final approval. Vendor fee is for use of property at this event. Vendor spaces are 12x12 / trailer parking not allowed behind booth / no vehicle on park turf. All vendors are responsible for providing own awnings, table, chairs, power, water, etc. Vendor spaces are assigned based on approved application date and product sold. Same item vendors are limited (you will be notified if we cannot accept). Vendors are only allowed to sell items listed above. Vendors will be contacted once approved (payment is due upon approval). Vendors will also be contacted the week of the event and provided the site map and assigned spaces. Questions? Call 661-758-3081 / email: cserna@wrpd.net.

****Liability Waiver and Release Form****

Vendors agree to abide by all rules and regulations imposed by the Wasco Recreation and Parks District and the Kern County Environmental Health Department and in no way will hold the Wasco Recreation and Parks District responsible for any loss or damages done to any vendor booth or materials. Any claim for losses, damages, or liabilities incurred to/or by the vendor is the sole responsibility of the vendor/owner operator. In consideration of being an accepted vendor the undersigned hereby waives any right which he/she may now have or may have in the future for injuries or damages occurring or caused by being a participant and does hereby release the Wasco Recreation and Parks District and any other person or entity having ownership, control, or possession of ground during the Fireworks Festival on July 1, 2023 for any claim, demand, suit or cause of action whatsoever for any damage or injury occurring to the undersigned or arising out of participation at the event.

I understand that misleading or false information may result in termination of my vendor request and forfeit any fees or deposits paid. I have also reviewed and agreed to the general guidelines attached as exhibit (A) regarding the use of District facilities.

Applicant Signature: _____

Date: _____

Return this application and supporting documents to: Wasco Recreation and Parks District, 1280 Poplar Ave. Wasco, CA 93280 or email to: cserna@wrpd.net

Make Checks Payable to: Wasco Recreation and Parks District. For information please contact: WRPD office at 758-3081.

(For Office Use Only) Cash: _____ Check: _____ Check No.: _____

Date Paid : _____ Received by: _____

Exhibit A: General guidelines regarding the use of District facilities.

At no time are vehicles allowed on park turf.

1. Smoking, and the use of glass bottles or glass containers are prohibited at WRPD facilities.
2. Vehicles must be parked in designated areas only. Driving on District turf areas is prohibited.
3. Users are responsible for leaving the facility in the same general condition as received. Failure to do so may result in the assessment of additional fees or forfeiture of deposit. Additionally, users are responsible for broken, damaged, missing or stolen WRPD equipment or property.
4. Use of equipment and supplies is to be restricted to those formally authorized for use.
5. No activity will be permitted which is in violation of local, state or federal statutes. Applicants must adhere to all city, police and fire codes during their use of facility.
6. Applicant agrees to abide by Health and Safety Codes that require for everyone getting in the pool wear proper bathing suit/swim trunks and to abide by all posted rules and understands that lifeguard have full authority to enforce these rules. Termination of pool use may occur if lifeguards deem it necessary with no refund given.
7. For authorized use of District facilities where food, drink, merchandise, or services are sold, the user must obtain necessary city, county and/or state permits for such sales.
8. Advertising, sales or solicitations for a reservation event must be approved by WRPD.
9. Admission charges must be approved by WRPD.
10. Pony rides, petting zoos, dunk tanks, bounce houses and inflatable water features i.e. slides, are not allowed at District rentals.
11. The District is not responsible for lost or missing articles.

INDIVIDUAL AND GROUP RESPONSIBILITY

1. Plans and decorations must be submitted and approved by WRPD at the time of completion of the "Application for Use of Facility" form.
2. The applicant/organization shall plan to accomplish the following within the time specified on the use of the facility form:
Putting up and taking down all decorations (including tape).
Setting up and taking down all furniture and returning the same to its proper storage area. Any other preparation and cleanup associated with the activity being conducted.
3. Cellophane adhesives, nails, screws, staples, etc., in walls or on woodwork are prohibited. Masking tape only may be used.
4. At no time shall exits be covered or obstructed.
5. All trash must be disposed of prior to leaving the facility.

A. INDEMNIFICATION

The **(USER/RENTER)** shall indemnify, defend, and hold harmless WASCO RECREATION AND PARKS DISTRICT, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the **(USER/RENTER)**'s use or occupancy of a facility or property controlled by the **WASCO RECREATION AND PARKS DISTRICT**, unless solely caused by the gross negligence or willful misconduct of **WASCO RECREATION AND PARKS DISTRICT**, its officers employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The **(USER/RENTER)** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

a. Such as insurance shall name the **WASCO RECREATION AND PARKS DISTRICT**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **(USER/RENTER)** shall file certificates of such insurance with the **WASCO RECREATION AND PARKS DISTRICT** which shall be endorsed to provide thirty (30) days' notice to the **WASCO RECREATION AND PARKS DISTRICT** of cancellation or any change of coverage limits. If a copy of the insurance certificate is not on file prior to the event, the **WASCO RECREATION AND PARKS DISTRICT** may deny access to the facility.

b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with latest addition of Best's Key Rating Guide, unless otherwise approved by the **WASCO RECREATION AND PARKS DISTRICT'S** self-insurance pool.

c. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **(USER/RENTER)** maintains higher limits than the minimums shown above, the **WASCO RECREATION AND PARKS DISTRICT** requires and shall be entitled to coverage for the higher limits maintained by the **(USER/RENTER)**. Any available insurance proceeds in excess of the specified minimum limits of insurance coverage shall be available to **WASCO RECREATION AND PARKS DISTRICT**.

C. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

1. A **(USER/RENTER)** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

2. The **(USER/RENTER)** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

3. the **(USER/RENTER)** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use appropriate sanitation practices, etc.

4. **WASCO RECREATION AND PARKS DISTRICT** reserves the right to immediately revoke **(USER/RENTER)**'s right to use of the facility under this agreement should **(USER/RENTER)** fail to comply with any provision of this section.

C. FORCE MAJEURE

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **WASCO RECREATION AND PARKS DISTRICT** shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The **(USER/RENTER)** waives any right of recovery against **WASCO RECREATION AND PARKS DISTRICT** and the **(USER/RENTER)** shall not charge results of "acts of God" to **WASCO RECREATION AND PARKS DISTRICT**, its officers, employees, or agents.