

# OKTOBERFEST VENDOR AGREEMENT

THIS AGREEMENT is made and executed as of \_\_\_\_\_, by and between ***Kilt & Cork, LLC*** (“K&C”) and (“Vendor”) defined below:

VENDOR NAME \_\_\_\_\_

OWNERS NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE NUMBER (REQUIRED) (\_\_\_\_\_) - \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

Type of merchandise or food to be sold or service offered:

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EVENT NAME: Placerville Oktoberfest on Main Street

EVENT DATE: October 9, 2021

START TIME: 3:00PM END TIME: 9:00PM

EVENT LOCATION: Main Street, Placerville, CA 95667

1. This event will be held rain or shine. Set-up time starts at 12:00pm. Please unload your vehicles upon arrival, park your vehicle, and then come back to set up your area. No vendor set-up vehicles will be allowed in the venue after 2:30pm.

2. Vendors must remain set-up until 9:00pm. No vendor vehicles will be allowed back into the venue until the vendor materials are broken down, ready to load, and authorization to enter the venue from the designated K&C staff member. All vendors must be off the street by 10:00PM, NO EXCEPTION.

3. Space Information

Space Size 10' x 10' Cost \$150.00

Other: Available upon request

All vendors' personnel must have a vendor pass in order to be in the venue at all times.

4. Please provide your own pop-up shade structures, tables, and chairs. You **MUST** stay within the boundaries of the space. This will be strictly enforced. Please clean your space before leaving.

5. Vendors agree to follow all COVID-19 Safety Procedures in accordance with the El Dorado County Health Department, The State of California, and the Organizers that are in effect the day of the event. Vendors that violate these safety procedures will be asked to leave the venue without refund of fees paid.

6. No outside alcohol, illegal drugs permitted.

7. **FOOD VENDORS must obtain a County Health Permit BEFORE applying with the Company. Call 530-621-5300 for more information.**

8. Items sold must be approved before the Event. This will be strictly enforced.

9. California law requires all vendors to have a California Resale Number on file with the State Board of Equalization for collections of an 8.25% sales tax where applicable. **ALL LICENCES ARE THE RESPONSIBILITY OF THE VENDOR.**

10. Vendors agree to assume all liability for any loss or injury resulting from participation and/or attendance of this event. Vendors further agree to hold Placerville Downtown Association, Russ Reyes, and Kilt & Cork LLC, its agents, volunteers, and contractors, free from liability.

11. No refunds after October 1, 2021. No post-dated checks. MONEY ORDERS or VENMO ONLY after October 1, 2021 .

12. Your venue Map and Booth # will be emailed to you by October 5, 2021. **IMPORTANT:** Please place the Parking Permit on the dashboard of your car on the day of the event.

13. Vendor will provide K&C with a certificate of insurance evidencing the General **Liability** coverage of the vendor. Also required is a separate additional insured endorsement on the vendor's General Liability Policy which names Russell Reyes, Kilt & Cork LLC, and The

Placerville Downtown Association (Non-Profit), as additional insured. If vendor has employees working the event, Workers Compensation must also be shown on the Certificate.

14. Vendors signature below acknowledges and confirms agreement to all of the above noted rule and requirements.

15. K&C reserves the right to reject any Vendor.

16. Vendor shall indemnify, defend and hold harmless Russell Reyes, Kilt & Cork LLC, and The Placerville Downtown Association (Non-Profit), and its officers, directors, agents, employees, volunteers and hired talent, from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim or suit, arising from or in any manner connected to the willful misconduct or negligent acts, errors or omissions by Vendor, its agents and/or employees in connection with Vendor's participation and attendance at the event, and/or in the performance of services, work or activities under this Agreement and/or the event rules.

Make Checks or Money Orders payable to **Kilt & Cork**. I wish to pay by:

- check or money order enclosed with this form
- Credit Card (a request to pay will be emailed to you)
- Venmo (Please provide Venmo handle \_\_\_\_\_)

Address Envelopes to:  
Kilt & Cork - ATTN: Vendor Coordinator  
3941 Park Dr., STE 20-573  
El Dorado Hills, CA 95762

CONTRACT DEADLINE IS October 2, 2021

**Vendor Applicant hereby acknowledges that they understand and agree to abide by the rules and requirements noted above, and further agrees to assume liability for any loss or injury resulting from participation and/or attendance to this event.**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME: \_\_\_\_\_