

VENDOR AGREEMENT AND WAIVER OF LIABILITY FORM

**INSTRUCTIONS: SIGN FORM AND EMAIL ALL PAGES (4 IN TOTAL)
TO JOINLMWC@GMAIL.COM**

LMWC VENDOR AGREEMENT

At the discretion of Lake Menifee Women's Club, and local law enforcement when applicable, vendor's failure to comply with the following may result in fines, removal from the event, and/or full exclusion from any future participation.

PRIOR TO EVENT:

1. Application window runs from March 15 through June 1. Beginning June 2, incomplete applications will be subject to a \$50 late fee. Applications submitted or completed after June 10 will not be accepted.
2. LMWC's Vendor Agreement, Waiver of Liability and vendor payment must be received within 3 business days of vendor approval to secure vendor participation.
3. Vendor fees are NON-REFUNDABLE.
4. This is a first-come-first-served, rain or shine event.
5. LMWC does not guarantee a specific audience size or amount of sales/business at your booth during the event. By hosting a booth, you take on the responsibility for sales of your items.
6. Approved vendors will offer quality, non-competitive goods or services at the event and all items for sale at the vendor booth must be listed on the application.
7. All food vendors will follow County of Riverside Department of Environmental Health requirements. For more information, refer to "Health Department Requirements" at www.joinLMWC.org > vendor information.
8. All vendors will comply with Fire Department requirements, including fire extinguisher requirements. For more information, refer to "Fire Department Requirements" at www.joinLMWC.org > vendor information.
9. All approved vendors are required to complete Crowd Training prior to participating in the event. Training information will usually be provided within 2 to 3 weeks of the event. Information regarding training will be communicated via email.
10. Vendors are required to adhere to all state, county, and city regulations including but not limited to having the following: a valid Seller's Permit for California, a City of Menifee Business License, a CA Food Handler Card/Riverside County Health Permit (for food vendors). Failure to obtain these after submission and approval of application can result in dismissal from the event with no refund.
11. All vendors (food, craft, nonprofit, other) must provide Certificate of Liability Insurance.

DAY OF EVENT:

12. Vendors are expected to adhere to standards and practices defined herein throughout the event to ensure an enjoyable experience for everyone involved.
13. Offensive language, aggression, or verbal abuse of staff, fellow vendors, or participants at the event will not be permitted and will result in dismissal from the event with no refund. If a participant is being abusive, loud, or creating an unwelcoming environment, please contact event staff immediately to get the issue resolved.
14. Smoking (including e-cigarettes + vapes) and consumption of alcohol is not permitted within the event area, unless within a designated beer garden.
15. Vendors are responsible for providing their own tables, chairs, canopies, power, lighting (when necessary), generators, and to set up and tear down their own space.
16. Booth(s) are to be set up on the day of the event between 8 AM and 12 PM. You will have vehicle access between those hours to unload your wares. After unloading, vendors must park vehicles at the designated vendor-parking location. Local street parking will not be available.
17. All food vendors are subject to a Health Department and CalFire inspection that will take place at the event starting from 12 - 3 PM, which vendors must be present for.
18. Vendors must remain set up until the end of the event. Access to the field will not be permitted during the event. Field will open up no earlier than 30 minutes after the conclusion of the event.
19. All vendors are required to provide a banner or signage to identify their booth.
20. A Menifee business license must be displayed in front of the vendor cart/tent/booth.
21. Vendors are not permitted to advertise their products or promotional materials outside of their event booth space.
22. The following items are strictly prohibited from being sold or displayed at vendor booths: firearms, weapons, knives, or anything that may cause danger or incite violence, alcohol, tobacco, nicotine, cannabis products, or drug paraphernalia, hazardous, restricted, or regulated materials.
23. All activities and materials should remain politically neutral.
24. Churches and religious organizations are welcome at City of Menifee events, but all activities at the booth are to remain secular.
25. All food vendors must be completely done serving by the end of the event at 9:30 PM.
26. All booths are to be taken down immediately after the fireworks display. Your booth **MUST** be torn down **and all debris cleared by 11 PM**. Please allow yourself sufficient time to clear your area. Failure to comply may result in a penalty of up to 100% of vendor fee and/or exclusion from future participation.
27. Vendor debris, large boxes, oils and food waste are to be hauled out by the vendor. There is a haul in and haul out policy for all large boxes/oils utilized for cooking. These items are not to be dumped in onsite trash receptacles.
28. It is the responsibility of the vendor to clean up and leave their booth space in the condition provided to them.
29. **You will kindly respect the authority of Lake Menifee Women's Club and its representatives.**

LMWC ACCIDENT WAIVER AND RELEASE OF LIABILITY

I hereby waive, release and hold harmless from any liability for damages of personal property including accidental death, as well as from claims for property damage which may arise in connection with the Menifee Independence Celebration Event, against the Lake Menifee Women's Club and the City of Menifee, its agents, employees and volunteers. I understand that this activity may be hazardous in nature and or include physical and or strenuous exercise or activity; that serious accidents may occur during the event described activity; and that participants in the above described activity may sustain bodily injury, personal injury, and or property damage as a consequence thereof. Those hazards include, but are not limited to, exposure to elements, sprains, strains, cuts or contusions associated with strenuous work or the use of tools; over exertion; walking on uneven ground, lifting materials or unpredictable acts by others. Knowing the risks invoiced, nevertheless, I have voluntarily applied to participate in the above described activity and I hereby agree to assume any and all risks of injury or death and to release the Lake Menifee Women's Club, its officers, officials, employees, agents, and volunteers, who through negligence or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks is to be binding to my heirs and assigns. I further agree to indemnify, defend and hold Lake Menifee Women's Club, its officers, officials, employees, agents, and volunteers harmless from any loss, liability, claim, damage, or expense which may incur as a result of my participation in the above activity.

Photo & Video Taping Release: I hereby give my express and unconditional permission and consent to Lake Menifee Women's Club to use videotaped or photographed images of me or said minor or otherwise use the name or my likeness or that of said minor for use in the City's publicity or public relations materials and I will not seek any fee or other form of compensation of any type or amount for such use. I hereby give up any rights that I or said minor may have to inspect or approve my images, name or likeness or that of said minor including any advertising copy, printed matter, website or other media or material in which my images, name, or likeness or that of said minor may appear in relation to the City publicity or public relations materials.

SIGNATURES

I have read and understand the Vendor Agreement Form.

Name of Business: _____

Owner/Responsible Party (Printed): _____

Owner/Responsible Party Signature

Date

I have read and understand the Waiver of Liability Form *****ALL VENDOR'S PERSONNEL/ PARTICIPANTS MUST SIGN THE WAIVER OF LIABILITY**

Owner/Responsible Party Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

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Signature

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Signature

Date