

Orange County LGBT Pride Festival & Parade 2024

Food Truck Application

If you have any questions, please contact vendors@prideoc.com or anna@prideoc.com.

Business Name:				
Food Vendor Contact Name:		Contact Phone:		
Contact Email:		Tax ID:		
CA Seller's Permit No.:		Driver's Lic No:		State of Issuance:
OC Health Dept No:		Food Truck Dimensions: _____ (W) x _____ (L) x _____ (H)		
Costa Mesa Business Lic No:				
Brief Description of All Menu Items to Be Sold:				
<i>PLEASE NOTE: No beverages may be sold without the express written permission of Orange County LGBT Pride. Due to legal and contractual obligations of OC Fair & Event Center, no vendor may sell alcohol or any beverage that competes with PepsiCo products.</i>				
Will you be bringing a generator to provide electricity for your space? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Fee Type		Amount	Qty	Total
Base Fee	Food Truck	\$ 600.00	X _____	
Refundable Deposit	Req'd for ALL Food Vendors	\$ 100.00	X _____	\$
Early Bird Discount	Applicable if completed application and full payment rec'd on or before 6/15/24	- \$ 60.00	X _____	- \$
Late Fee	Req'd if completed application and full payment are not received before 8/1/24	\$ 150.00	X _____	\$
Total Due				\$

Full payment is due upon acceptance of application. Acceptable forms of payment are:
 Check made payable to Orange County LGBT Pride or CC payment via Square.
 Please be sure to note your business name if different from that listed on payment.

- To complete this application, please also submit a copy of the following:
- CA Seller's Permit
 - OC Health Care Agency Health Permit
 - Proof of Costa Mesa Business License
 - Certificate of Insurance (see details in Food Vendor Participation Agreement)
 - Photo of Food Truck & License Plate

Email or Mail Your Completed Application Packet to:

Orange County LGBT Pride
 ATTN: FOOD VENDORS
 2321 E. 4th Street, C619
 Santa Ana, CA 92705

vendors@prideoc.com and anna@prideoc.com

Orange County LGBT Pride Festival & Parade 2024

Food Vendor Participation Agreement

1. **RIGHT TO OCCUPY:** The food vendor applicant (hereinafter, "Food Vendor") understands that the use granted by Orange County LGBT Pride (hereinafter, "Promoter"), hereunder is a license to occupy only, and is not coupled with an interest in the property; that the Promoter retains the right to terminate this license to occupy at any time during the term of Food Vendor's use if the Promoter, in its sole discretion, determines:
 - a. Food Vendor creates a nuisance for the Promoters, its other licensees, or its guests;
 - b. Food Vendor is found to have changed and/or added to the use described in its application;
 - c. Food Vendor is found to have falsified any of the statements contained in its application;
 - d. Food Vendor's use of premises in any other way interferes with the orderly conduct of the festival space or violates any government laws or ordinances.
2. **INDEPENDENT CONTRACTORS:** Food Vendor and its representatives are considered independent contractors; they are not employees of the Promoter. Nothing herein shall be construed to make a partnership, agency, or joint venture between the Food Vendor or its representatives and the Promoter.
3. **PERMITS:** It is the sole responsibility of the Food Vendor to obtain all permits necessary to conduct their business, **including the required state seller's permit, county health permit, and city business license**. If a Food Vendor is forced to close because they lack any required permit or license, the Promoter is not liable and will not refund any part of the Food Vendor's application fees. Promoter may request proof that Food Vendor carries all required permits before a booth space will be assigned.
4. **INSURANCE:** Food Vendor must carry General Liability insurance with a minimum of \$1,000,000 coverage per occurrence. **Before a booth space is assigned, Food Vendor will submit to the Promoter a Certificate of Liability Insurance, naming Orange County LGBT Pride and its officers, agents, employees, and volunteers as additionally insured for the OC Pride Festival & Parade on October 5, 2024.**
5. **BOOTH PLACEMENT:** While applicants may inform the Promoter of their preference(s) for booth placement, the Promoter cannot and does not guarantee booth placement. Booth placement will be announced in the OC Pride Festival Exhibitor Packet to be distributed in September 2024. **However, the Promoter, at its sole discretion, reserves the right to change booth placement up to and including the day of the event.**
6. **REQUIRED FOOD VENDOR HOURS:** Food Vendor agrees to keep its booth open on Saturday, October 5, 2024, from 11:00 a.m. until 8:00 p.m. Food Vendor will not close early without prior written permission from the Promoter.
7. **FOOD VENDOR LOAD-IN & LOAD-OUT:** Food Vendor agrees to abide by the following load-in and load-out instructions.
 - a. **LOAD-IN TIME:** Food Vendor Load-In options are available on both Friday, October 4, 2024, and Saturday, October 5, 2024. **Saturday, October 5, 2024, load-in may begin no earlier than 7:30 a.m. and must be completed no later than 11:00 a.m.** Additional load-in information to be provided in the OC Pride Festival Exhibitor Packet to be distributed in September 2024. Food Vendor must check in with Promoter staff or volunteers at a location to be designated in the OC Pride Festival Exhibitor Packet.
 - b. **LOAD-OUT TIME:** Food Vendor Load-Out shall take place **no earlier than 8:00 p.m. on Saturday, October 5, 2024.** Arrangements to leave earlier must be requested in writing prior to the day of the festival and is at the sole discretion of the Promoter. **Striking your booth before 8:00 p.m. on Saturday, October 5, 2024, without prior approval from the Promoter, will result in the forfeiture of the Food Vendor's \$100 deposit and may result in exclusion from future participation in the OC Pride Festival.** Additional load-out information to be provided in the OC Pride Festival Exhibitor Packet to be distributed in September 2024.
 - c. **CHECK-OUT:** Food Vendor agrees not to shut down its booth and begin load-out until it is checked-out of the event by the Promoter's staff or volunteers. **Striking your booth without checking out will result in the forfeiture of the Food Vendor's refundable deposit.**
 - d. **ENTERING & EXITING FESTIVAL GROUNDS:** Food Vendor must complete load-in and load-out during the hours specified above. Food Vendor must arrive between 7:30 a.m. and 8:30 a.m. to place their trucks and prepare for health inspection. Any other vehicles driven into the festival grounds must vacate the premises by 9:30 a.m. No exceptions. Vehicles left unattended after 9:30 a.m. will be towed at the owner's expense. **For the safety of all participants, no vehicles may**

Business / Organization Name: _____

enter or move around the festival site between 9:30 a.m. and 10:30 p.m. If Food Vendor or its representatives are observed by Promoter to be driving a vehicle on the festival grounds outside of these times, Food Vendor may be expelled from the festival without refund.

INITIALS: _____

8. **BOOTH USE AND EQUIPMENT:** Food Vendor agrees to furnish all equipment, inventory, and personnel necessary for its booth, except as ordered on the Food Vendor's application. Food Vendor agrees to care for and maintain the condition of equipment rented from the Promoter, including but not limited to, canopies, tables, chairs, and electrical outlets. Food Vendor booth space will be inspected at check-out and deposit refunds will be withheld if booth is not returned in the substantially same condition it was received. No vehicles shall be parked within 100 feet of a tent unless it is necessary for the operation of the tent or parked on a street closer than 20 feet from the tent. No open-flame device shall be permitted in any tent or tent structure. **If charges incurred due to damage to booth and/or equipment exceed the cost of the deposit, the Food Vendor agrees to pay the additional fees. If Food Vendor elects to use its own tent; the following requirements must be met:**
 - a. All tents, awnings, and other fabric-covered enclosures shall be made from a nonflammable material or shall be treated and maintained in approved flame-retardant condition. Documentation shall be maintained with the tent or awning.
 - b. Any paper or fabric used in displays or exhibits shall be fire resistive or treated with an approved fire-retardant solution prior to use. Documentation of such shall be available during any inspection.
 - c. All tents with occupancy of 11 or more shall bear the seal of the California State Fire Marshal.
9. **ELECTRICITY:** If Food Vendor requires electricity for the operation of its booth, Food Vendor must bring its own generator and fire extinguisher. No vendor-operated generator may be placed closer than 5 feet to any tent or canopy, and it must be surrounded by fencing, bike rack, or similar barricade to prevent unauthorized access by festival goers or other vendors. **Food Vendor may not intentionally interfere with the use of a shared power source by another exhibitor.**
10. **PARKING:** Promoter will provide one (1) parking pass to each Food Vendor to access the exhibitor parking lot at the Orange County Fair & Event Center. Additional parking is the sole responsibility of the Food Vendor. Parking must be secured and paid for by the Food Vendor or its representatives. The Promoter is not liable for any citation or towing that may occur for failure to adhere to the law or other posted signs.
11. **BOOTH SPACE, PRODUCTS & PROMOTION:** All business or other activity for which Food Vendor has rented space must be conducted within Food Vendor's designated, rented area ONLY. Food Vendor agrees that its activities will not spill out into the streets or aisles and, in all events, may not impede the movement of foot traffic or emergency vehicles. No distribution or vending, of any kind, may take place more than ten (10) feet from the Food Vendor's designated, rented area.
12. **NOISE LIMITATIONS:** No music, video, or other sound may be amplified in a manner which disturbs surrounding exhibitors or exhibits. The Promoter, in its sole discretion, reserves the right to monitor or prohibit the use of any equipment or machinery that it is detracting from other booths or exhibits.
13. **FOOD & BEVERAGES:** Only approved Food Trucks may sell food items at the festival, though non-food exhibitors may be approved to provide free samples at the sole discretion of Promoter. Promoter reserves the exclusive right to sell or give away bottled water, carbonated beverages, and other non-alcoholic drinks. **As such, Food Vendor may not sell or distribute bottled water, carbonated beverages, and other non-alcoholic drinks without the prior written approval of the Promoter. Due to contractual obligations of OC Fair & Event Center, no vendor may sell beverages that compete with PepsiCo products.** By law, Orange County Fair & Event Center has the exclusive right to serve alcohol. **As such, the sale or distribution of alcohol by Food Vendor is also strictly prohibited.**
14. **SMOKING & TOBACCO PRODUCTS:** Smoking of traditional cigarettes, electronic cigarettes, "vape pens," marijuana, etc., is prohibited on the property of the Orange County Fair & Event Center. A "no smoking sign," provided by the Promoter shall be posted in the Food Vendor's truck. **If Food Vendor or its representatives are observed by Promoter staff or volunteers to be smoking within the rented space, Food Vendor may be expelled from the festival without refund.**
15. **TRASH:** Food Vendor understands that it is responsible for the disposal of any accumulated waste. Food Vendor may not use standard, festival trash receptacles for large waste disposal. Booth spaces left unreasonably unclean upon load-out will be in violation of trash disposal requirements and subject to forfeiture of the refundable deposit.

Business / Organization Name: _____

16. **REFUND/CANCELLATION POLICY:** There is no policy for refunds or cancellation. Your booth is nonrefundable except in the event of event cancellation by the Promoter.

INITIALS: _____

17. **ASSIGNMENT OF RIGHTS:** Food Vendors shall not assign to a third party its rights hereunder without the written consent of the Promoter, which consent the Promoter may withhold at its discretion. If such consent is given, the applicant shall assume full responsibility for the conduct of the assignee.

18. **RIGHT OF PUBLICITY:** Food Vendor and its representatives give Promoter or its designees permission to use their voice, image, or likeness as it appears in any photographic, audio, or video recording in any manner and in all media in perpetuity.

19. **INDEMNIFICATION:** The Promoter, OC Fair & Event Center, the event's sponsors, any of their officers, agents, volunteers, employees, independent contractors or other representatives shall not be held liable for, and they are expressly released from, liability for any damage, loss, harm or injury to the person or property of Food Vendor or any of its officers, agents, volunteers, employees, independent contractors or other representatives, resulting from theft, fire, water, accident or any other cause. Food Vendor shall indemnify, defend and hold harmless the Promoter, the OC Fair & Event Center, the event's sponsors, and any of their officers, agents, volunteers, employees, independent contractors or other representatives:

- a. From and against any and all claims arising from any acts, failures to act, or negligence of Food Vendor or any of its officers, agents, volunteers, employees, independent contractors or other representatives;
- b. From and against any and all claims arising from the breach of, or default in the performance of any obligation on Food Vendor's part to be performed under, these terms and conditions; and
- c. From and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action.

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20. **ENTIRE AGREEMENT:** These terms and conditions and application, if accepted by the Promoter, represent the entire agreement between the parties, and supersedes and rescinds any prior agreement relating to the subject matter hereof. The Promoter makes no warranties or agreements except as set forth herein.

21. **AMENDMENTS/INTERPRETATION:** Any amendment to this contract must be in writing and signed by both parties. The headings used in this agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this agreement.

22. **GOVERNING LAW/JURISDICTION:** Each Food Vendor waives any objection to jurisdiction of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction. These terms and conditions shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which the parties hereto submit.

23. **SEVERABILITY:** The invalidity of any term and condition, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

24. **ARBITRATION:** Any controversy or claim arising out of or relating to these terms and conditions, or the breach hereof, shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If a dispute arises out of or related to this contract, or the breach thereof, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. The Arbitrators may not award any remedy that a court could not award. The Arbitrators shall apply the law of the State of California.

INITIALS: _____

Any Food Vendor that fails to comply with any of the terms and conditions herein may be subject to: (1) forfeiture of the \$100 refundable deposit; and/or (2) early termination of this license to occupy and expulsion from the festival without refund; and/or (3) exclusion from participation in future events with Orange County LGBT Pride; and/or (4) all of the above.

I hereby confirm that the information provided in the Food Vendor Application is, to the best of my knowledge, true and correct. I further certify that I have read all of the terms and conditions above and agree to comply with them.

Application Business/Organization Name: _____ Date: _____

Representative Name: _____ Signature: _____