

Winter Wonderland Vendor Application

Friday, December 9, 2022

5:00-9:00 pm

Company Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Cell Phone: _____

Email Address: _____

Description of items selling or distributing: _____

Resale or Tax Exempt # _____ (All food vendors are responsible for obtaining the necessary health permits. Call SLO County Health Department at 805.781.5544 for more information.)

YES! We are interested in participating in Winter Wonderland.

- Non-Profit \$100 (501c3 #: _____) For-Profit: \$125 Food or Merchandise Truck
 Corner Booth: \$175 (if available) Tent
 \$25 Late Fee (after 11/22/22) Trailer

10'X10' of spaces: _____ X \$ _____ = Total Amount Due \$ _____ (NO REFUNDS*)

- No, I do not need electricity Yes, I will need electricity for: _____
(bring a 100 ft. heavy duty electrical cord)
**** If you will need more than 20 amps of electricity please bring a quiet generator**
- NO Polystyrene ("Styrofoam") food containers, Please!**
(Check box to acknowledge you have read & understand Atascadero is a polystyrene FREE City!)

Please make checks payable to the City of Atascadero or call (805) 470-3360 with your credit card information (Note: We accept Visa, Master Card & American Express)

Return this vendor form with all information listed below & signatures no later than November 21, 2022. Please be advised, space is limited. Applications will be processed on a first come, first served basis. Forms can be mailed to the address below or emailed to events@atascadero.org.

- Required:** Hold Harmless. SIGNATURE REQUIRED.
 Seller's Permit# _____
 Single Event Health Permit (if selling food)
 General Liability Insurance for \$1 Million
(naming the City and the event as additionally insured)

Please return form to:

Winter Wonderland
C/O Terrie Banish
6500 Palma Avenue
Atascadero, CA 93422

Vendors are responsible for following all County Health Department COVID-19 safety guidelines that can be found at www.emergencyslo.org. As deemed necessary by the current status of COVID-19, safety guidelines might include implementing social distancing for customer service lines, providing hand sanitizer at order/pick up windows, and vendor staff wearing masks.

I agree to the above event and charges for this event.

*In the event I need to cancel after the November 21, 2022 deadline, my vendor fee will not be refunded. If the Winter Wonderland event is cancelled due to inclement weather, or any other reason, my vendor fee will be applied to the following year's Winter Wonderland event, 12/8/2023.

Signature of Vendor: _____ Date: _____



City of Atascadero

Hold Harmless

RELEASE OF LIABILITY:

The Commercial Vendor, for herself/himself and successors, assigns, heirs, estate, employees, and all other persons, know or unknown, being fully aware that participation will expose her/him to a risk of property damage, bodily injury, personal injury and/or death, hereby releases, waives, discharges and covenants not to sue **THE CITY OF ATASCADERO**, their officers, directors, trustees, employees, agents, representatives, volunteers, and servants, and all other persons and associates connected with **WINTER WONDERLAND and THE CITY OF ATASCADERO**, 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 Commercial Vendor's participation in **WINTER WONDERLAND. THE CITY OF ATASCADERO** INCLUDING THOSE CLAIMS WHICH ARE KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, FUTURE OR CONTINGENCE.

COVENANT NOT TO SUE:

The Commercial Vendors 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 **THE CITY OF ATASCADERO**.

The Commercial Vendors Representative is aware of Civil Code 1542 and waives its effect. Civil Code 1542 provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which is known by him, must have materially affected his settlement with the debtor."

INDEMNITY AGREEMENT:

Commercial Vendors 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 Commercial Vendors Representative, or any of its officers, agents, employees, guests, patrons, or invitees, and the Commercial Vendors 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 Commercial Vendors 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 Commercial Vendors Representative, its officers, employees, guests, patrons, and invitees.

Business Name/ Person _____

Signature / Date _____

Business Address _____

Phone Number _____

E-Mail Address _____