City of Moorpark, Recreation Division * (805) 517-6300 * www.moorparkca.gov

# FIREWORKS EXTRAVAGANZA

## 2016

# VENDOR INFORMATION

## Attractions and Services

***(Includes inflatable rides, non-mechanical rides, petting farms, face painting, carnival games, etc.)***

The City of Moorpark is pleased to present the 3rd of July Fireworks Extravaganza, a fun filled Independence Day Celebration. This event draws over 10,000 people each year and features great entertainment, picnic games and contests, presentation of the American Flag, food booths, and of course the spectacular aerial fireworks display. Following is important information on this event. Please read it carefully. We hope you will join us in celebrating Independence Day!

**GENERAL INFORMATION**: The Fireworks Extravaganza will take place at the Arroyo Vista Community Park (AVCP), located at 4550 Tierra Rejada Road in Moorpark. Event date is Sunday, July 3, 2016.
Event hours are 4:00 to 9:00 p.m. Booth spaces will be located on grass or cement and are 12x12. Attractions are located on grass, space allocated will be based on size of attraction.

**SANITATION:** AVCP has permanent restroom facilities available for use by vendors and the general public. A municipal water source is available.

**PARKING AND ADMISSION:** Parking for vendor vehicles will be available in a designated lot. A maximum of two (2) vendor parking passes and four (4) admission passes per booth space are included in the booth fee. Vendors with large employee/volunteer groups may purchase additional passes. ***A parking pass is required to enter the park during vendor check in hours. Parking passes do not cover admission fees.*** Admission passes or cash must be presented to staff to enter the park. There is a maximum of six (6) parking passes per vendor and a maximum of twenty-four (24) admission passes per vendor.

**LIGHTING AND ELECTRICITY**: Light towers and/or field lights provide evening lighting from dusk to 11:00 p.m. Vendors requiring electricity for their booth may bring a small, quiet generator.

**LIABILITY INSURANCE REQUIREMENT:** Vendors must have a minimum of $1,000,000 general liability insurance coverage. **The City of Moorpark must be named as additional insured.** A current certificate of insurance (such as ACORD25-S) and additional insured endorsement must be submitted. Certificates must be submitted with the application, and endorsements are due to the City within 15 business days of vendor application approval. *Please note that a certificate only is **NOT** sufficient. A separate endorsement (such as ISO form CG 20 26 or CG 20 11) is required.* Vendors with employees / volunteers must also provide a copy of their worker's compensation insurance, as required by law. Examples of both insurance documents are attached. Vendors owning commercial vehicles must have commercial auto insurance of not less than $1,000,000 combined single limit per accident. Vendors and vendors' employees, volunteers, and subcontractors must have personal auto insurance for all vehicles used in connection with the vendor's participation in the event.

**SELLER'S PERMIT:** Vendors are required to submit a copy of their seller's permit with the application. Vendors are also required to obtain a sub-permit for this event. Sub-permits are due by 5/20/16. To register for and obtain a sub-permit, contact the State Board of Equalization at (800)-400-7115 or your local BOE office. For a list of offices, visit http://www.boe.ca.gov/info/phone.htm.
Vendors who are not required to hold a seller's permit must provide the information requirements as described at http://www.boe.ca.gov/formspubs/pub111/index.html under the Vendor and Sellers section.

**CHECK-IN / CHECK-OUT:** Vendor check-in will be on Sunday between 12:00 p.m. and 2:00 p.m. ***Please note that vendor vehicles will not be permitted into the park before noon or after 2:00 p.m.*** Refunds are not available for vendors who do not arrive before 2:00 p.m. Vendors are required to remain through the duration of the event. Clean-up and/or removal of booths will begin at 9:00 p.m. and should conclude by 11:00 p.m. Vendors unable to clean up or remove all items by this time will be allowed to return on the following day (July 4) between 7:00 and 9:00 a.m. The City of Moorpark does not accept any liability for missing or damaged items left overnight.

**EVENT CANCELATION AND EXCLUSION FROM EVENT**: This event is subject to inclement weather. The City of Moorpark reserves the right to cancel the show under extreme weather conditions and will not accept any responsibility for goods damaged due to inclement weather, nor issue refunds or credits for vendor fees. No rain date will be scheduled. In order to maintain the integrity and family atmosphere of our event, the City of Moorpark reserves the right to exclude any vendor on the day of the event. Vendors displaying offensive or vulgar signs, displays, or any other materials will be removed from the event.

**APPLICATIONS AND CONFIRMATION:** Completed and signed application forms, along with entry fees, seller's permit, and insurance documentation can be mailed to: Fireworks Extravaganza Applications, 799 Moorpark Avenue, Moorpark CA 93021 or dropped off at the Arroyo Vista Recreation Center. ***Only original applications will be accepted; no faxes or e-mails.*** Make entry fee checks payable to "City of Moorpark." All vendors will receive an information packet about ten days prior to the event which includes admission/parking passes, site maps, parking instructions, booth assignments, and any special notices. Your official vendor placard will also be sent in this packet. Please remember to bring this item with you to the event. All vendors will be required to post this placard on their booth in a visible area. Please remember that vendors must supply their own tables, chairs, displays, racks, signs, receipts, cash bank and change, etc. **Incomplete or unsigned applications will not be accepted. The City has the right to reject any application.**

**Application Schedule:** Applications are taken on a first-come, first-served basis according to the schedule below, or until all spaces have filled. **Applications submitted before the appropriate application date will be returned.**

| Vendor Type: | Apply On or After: | Deadline |
|---|---|---|
| Moorpark Non-Profit* | February 19, 2016 | May 20, 2016 |
| Moorpark Business** | February 24, 2016 | May 20, 2016 |
| Other Non-Profit * | February 26, 2016 | May 20, 2016 |
| Other Business | February 26, 2016 | May 20, 2016 |

*501 (c) number required.
**Primary business address must be located within the City of Moorpark. Current business registration required.

**VENDOR FEES:** Fees are indicated on the application and must be paid in full at time of application. Security deposits are required and will be retained under the following circumstances: 1) You sell or attempt to sell items not approved by the City; 2) You cause damage to park property; 3) You do not clean up your booth area after the event; 4) A large amount of garbage specifically associated with your booth is found throughout the park; 5) You cause any disturbance or engage in activity that is detrimental to the event. **Vendor fees are nonrefundable.**

# VENDOR APPLICATION 2016

## Attractions and Services

Business/Organization Name: _____

Contact Person: _____

Address: _____ City / State / Zip: _____

Phone: _____ e-mail: _____ __

If applicable: Nonprofit #_____ Moorpark BR #_____

Number of persons working your attractions*: _____ Number of vehicles**: _____

***If more than 4 per booth, additional admission passes must be purchased. Limit is 24 total per vendor.**
****If more than 2 per booth, additional parking passes must be purchased. Limit is 6 total vehicles per vendor.**

**List each attraction or service (be specific; attach photos for inflatable attractions):**

| | Attraction Name | Description | Space Needed | Fee to Public |
|---|---|---|---|---|
| 1. | | | | $ |
| 2. | | | | $ |
| 3. | | | | $ |
| 4. | | | | $ |
| 5. | | | | $ |
| 6. | | | | $ |
| 7. | | | | $ |
| 8. | | | | $ |
| 9. | | | | $ |

**FEES INFORMATION:**

☑ Booth Fee (# of attractions / booths _____) $_____

*Moorpark Business $150 1st booth/attraction, $75 each additional booth/attraction*
*Non-Profit $100 1st booth/attraction, $50 each additional booth/attraction*
*Other Business $200 1st booth/attraction, $100 each additional booth/attraction*

☐ Additional admission passes (number of passes ____ @ $5 each) $_____

☐ Additional parking passes (number of passes ____ @ $25 each) $_____

☑ Security Deposit (required) **$100.00**

**TOTAL AMOUNT DUE: $**_____

# VENDOR AGREEMENT

**AUTHORIZED SIGNATURE REQUIRED TO COMPLETE APPLICATION**

I, the undersigned, and on behalf of all members, employees, volunteers, and all other persons associated with the referenced business or organization, am voluntarily participating in the Fireworks Extravaganza. I understand that such participation does not establish or imply an employer-employee or an agency relationship with the City of Moorpark. The City of Moorpark does not provide any insurance coverage of any kind, for any event participant. The City of Moorpark strongly recommends that appropriate insurance be obtained by each participant. I, the undersigned, in consideration of the request and permission to participate in the Fireworks Extravaganza, hereby assume full responsibility for all risk of injury or loss which may result from my participation in this activity and hereby AGREE TO DEFEND, INDEMNIFY, HOLD HARMLESS, RELEASE AND FOREVER DISCHARGE the City of Moorpark, from any and all acts of negligence and all claims and demands whatsoever, which the undersigned, any third person, or any persons acting under their behalf, have or may have against the City of Moorpark, by reason of any accident, illness, injury to or death of any person or persons, or damage to or loss or destruction of any property arising or resulting directly or indirectly from participation in the Fireworks Extravaganza and occurring during said participation, or any time subsequent thereto. The terms of this release will serve as a release and assumption of risk for my heirs, executors and administrators and for all of my family members. I, the undersigned, realize that all fees are non-refundable. I grant the City of Moorpark at its discretion and free of charge, permission to use still photography of myself or my organization members and/or employees participating in City sponsored recreation programs for the purpose of publicizing said programs. I understand that the City of Moorpark reserves the right to approve or reject any application. I further agree to abide by all terms and conditions as outlined in the vendor information packet. I, the undersigned, realize that all fees,except security deposits, are non-refundable.

**Insurance Requirements:** I shall procure, and thereafter maintain in full force and effect at my sole cost and expense, the following types and amounts of insurance: 1. A general liability insurance policy written with a company acceptable to City and authorized to do business in the State of California. Such policy shall provide for a minimum coverage of One Million Dollars ($1,000,000.00) for bodily injury or death of any person or persons in any one occurrence, and One Million Dollars ($1,000,000.00) for loss by damage or injury to property in any one occurrence and shall include automobile coverage. The policy shall contain a provision providing for a broad form of contractual liability, including Product Liability coverage if food and beverages are dispensed on Premises. The policy or policies shall be written on an occurrence basis. The policy shall name Vendor as the insured and the City of Moorpark, its officials, employees, and agents as an additional insured. The policy shall also provide that the City shall be notified in writing, at least thirty (30) days prior to any termination, amendment cancellation or expiration thereof. Vendor shall furnish City evidence of all insurance policies required by this Agreement in the form of a Certificate of Insurance and additional insured endorsement. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Vendor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City. 2. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than one million dollars ($1,000,000) per accident or disease. A Workers' Compensation Insurance Certificate shall be filed with City before beginning work, unless Vendor submits a written certification that no one other than Vendor, or subcontractors, are performing any services under this Agreement. 3. Automobile insurance covering bodily injury and property damage for all activities arising out of or in connection with this Agreement. Limits are subject to review, but in no event less than a combined single limit of $1,000,000 per accident for commercial vehicles or other vehicles not classified as a private passenger vehicle or eligible for private passenger vehicle insurance. If Vendor owns no such vehicles, this requirement may be satisfied by a non-owned auto endorsement, or equivalent, to the general liability policy described above. If Vendor or Vendor's employees, subcontractors, or volunteers will use personal autos in any way during the performance of this Agreement, Vendor shall ensure the employees, subcontractors, and volunteers maintain automobile insurance that meets, at minimum, current California law requirements for private passenger vehicle insurance and provide proof of this insurance to City, if requested.

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

## STAFF USE ONLY

☐ Insurance ☐ Workers Compensation or Statement ☐ Seller's Permit

Application is: ☐ Approved ☐ Denied Notes: _____

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

***Vendors: Make sure to include all required items to avoid rejection of your application.***

***Check list of items to be included with the application:***

- ☐ ***Payment for fees due***
- ☐ ***Copy of seller's permit (sub-permit is due 5/20/16)***
- ☐ ***Insurance certificate (additional endorsement form is due within 15 business days of approval.)***
- ☐ ***Proof of Workers' comp insurance OR completed Workers' Compensation Statement***

*Mail completed application and all required documents to:*

**Fireworks Extravaganza Applications, 799 Moorpark Avenue, Moorpark, CA 93021**

*Or hand deliver application and all required documents to:*

**Arroyo Vista Recreation Center, 4550 Tierra Rejada Road, Moorpark, CA 93021**

***Office hours: 8:30 a.m. to 6:00 p.m. Monday through Friday***

---

*Workers' Compensation Statement: Must be submitted for all vendors not required by law to have Worker's Compensation Insurance.*

---

Fireworks Extravaganza 2016

Vendor Name: _____

## Workers' Compensation Statement

As Vendor, I certify that no one other than myself or subcontractors will perform any services under this Agreement.

I certify that in the performance of this Agreement, I shall not employ any person in any manner so as to become subject to the Workers' Compensation laws of the California Labor Code, and agree that if I should become subject to the Workers' Compensation provisions of the California Labor Code, I shall forthwith comply with those provisions.

Vendor's Signature: _____ Date: _____

Print Name: _____

**3rd of July Fireworks Vendor Application Payment Information**

**Vendor Name:** _____

**PAYMENT INFORMATION:**

❍ Check or Money Order Enclosed (made payable to "City of Moorpark.")

❍ Cash (do not mail; in person submittal only)

❍ Charge my credit card: ___Visa -or-___MC

Exp. Date: _____/_____

Card Number: _____-_____-_____-_____

Name on card: _____

Card billing address: _____

City/State/Zip:_____

**STAFF:**
*** Destroy after processing***

# Certificate of Liability Insurance Example

ACORD®

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | PRODUCER CUSTOMER ID #: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED | INSURER A : | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | CLAIMS-MADE / OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | POLICY / PRO-JECT / LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | HIRED AUTOS | | | | | | | $ |
| | NON-OWNED AUTOS | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DEDUCTIBLE | | | | | | | $ |
| | RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988- 2009 ACORD CORPORATION. All rights reserved.

ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

Sample

# Additional Insured Endorsement Example

POLICY NUMBER: Your Policy Number

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) |
|---|
| City of Moorpark<br>799 Moorpark Ave<br>Moorpark, CA 93021 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**A.** In the performance of your ongoing operations; or

**B.** In connection with your premises owned by or rented to you.

Sample



© ISO Properties, Inc., 2004