



Point Richmond Music, PO Box 70202, Point Richmond CA 94807

## POINT RICHMOND MUSIC VENDOR INFORMATION 2018

Please fill out the information below and send a copy to our address above. Include a copy of the Vendor Agreement with all information filled out and your signature. If you are issued a permit, you will receive an executed copy of this agreement in return.

You MUST attach a copy of your certificate of liability insurance, with limits of not less than \$1,000,000. Please note that per item 9 in our Vendor Agreement (below), Point Richmond Music as well as the City of Richmond must be listed as additional insured with respect to the operations of the VENDOR, or you must obtain Special Event Insurance policy. We must have this insurance certificate at least 5 days before the first date of participation.

If you have any questions regarding this application, please contact Pam DeWitt at 510.236.1401 or [pam@pointrichmondmusic.org](mailto:pam@pointrichmondmusic.org)

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| Name of VENDOR:  |  |
| Type of Business:  |  |
| City of Richmond Business License Number & Expiration Date:                                    |  |
| If dispensing food, Contra Costa County Health Department Permit Number & Expiration Date:     |  |
| If selling tangible personal property, California Sales & Use Permit Number & Expiration Date: |  |
| Other License Types, Numbers & Expiration Dates:   |  |
| VENDOR Contact Name (Person in Charge):  |  |
| VENDOR Contact Phone:  |  |
| VENDOR Contact Email:  |  |
| Please include name(s) & mobile number(s) for the on-site contact if different                 |  |



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|--|--|
| than above:  |  |
| Brief Company Description:   |  |
| What Products/Services will you be providing?  |  |
| Recycling Plan:  |  |
| Emergency Contact Information:   |  |
| Please circle the dates you wish to participate:<br><br>(\$25 refundable deposit per date reserved – see item #1 in agreement below) | June 8, 2018<br><br>July 13, 2018<br><br>August 10, 2018<br><br>September 14, 2018 |

**PLEASE ATTACH A COPY OF YOUR CERTIFICATE OF LIABILITY INSURANCE**



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## VENDOR AGREEMENT 2018

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, (EFFECTIVE DATE) between the POINT RICHMOND MUSIC, hereinafter called "PRM," and \_\_\_\_\_, hereinafter called "VENDOR."

PRM has agreed to permit temporary vendor sales during its events as defined in the policy and procedures stated in this Vendor Agreement; VENDOR desires to sell merchandise at specified PRM events; and PRM has established regulations concerning the sale of merchandise at PRM events.

THEREFORE, in consideration of being permitted to enter, visit, and use space to vend merchandise at PRM events, it is agreed as follows:

1) VENDOR shall pay a refundable deposit to reserve a vendor space. The deposit becomes non-refundable if the vendor fails to participate on a reserved date. The **reservation deposit is \$25 per date selected** and is made payable to

POINT RICHMOND MUSIC

and mailed or hand-delivered to the following address:

PO Box 70202  
Richmond CA 94807

within 30 days before the first date of participation.

2) Deposits will be used by PRM to repair, replace, or pay for any property damage that occurs during the rental by VENDOR. The unused portion of the deposit will be refunded to the VENDOR after the final event. However, the deposit may be held at the discretion of PRM for any period necessary to determine the full extent of damages and to make all repairs and/or secure replacements. The deposit will be refunded upon the following conditions: a. All terms of the contract have been met; b. All facilities are left in good condition; and c. Cancellation procedures have been followed.

3) VENDOR attests that the information provided in the Vendor Information section, above, is true and correct.

4) VENDOR is considered an invited guest at PRM events and is responsible for keeping their assigned vending site neat, orderly, and free from trash. VENDOR is responsible for set up, operation, and take down of their booth and for all clean up and removal of trash generated by or from their site. VENDOR will be responsible for any costs associated with cleanup of trash or other items caused by or generated by VENDOR.



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- 5) VENDOR confirms that the merchandise meets PRM vendor policies as stated in this Vendor Agreement and all applicable local, state, and federal requirements. VENDOR shall not conduct any illegal act(s) on the premises. This is a drug free and non-smoking event AT ALL TIMES. VENDOR shall not sell alcohol on premises at any time without prior approval by PRM and in accordance with all proper licensing and permitting requirements. PRM reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of PRM or the safety of its staff, guests, or facility contents.
- 6) VENDOR shall only sell the merchandise as stated in the Vendor Information section, above. Any changes in the type of merchandise or items sold shall require an additional application to and permit from PRM.
- 7) VENDOR confirms that it has the legal right to sell the merchandise and that the merchandise may be legally sold in California.
- 8) VENDOR in the capacity of a seller is not acting as an employee or agent of PRM and shall make no representations that might indicate an endorsement or guarantee by PRM of the merchandise sold.
- 9) VENDOR shall provide certificate of General Liability Insurance with limits of not less than \$1,000,000, naming POINT RICHMOND MUSIC as well as CITY OF RICHMOND as an additional insured with respect to the operations of the VENDOR or obtain a Special Event Insurance policy. A copy of this insurance certificate must be received by PRM at least 5 days before the first date of participation.
- 10) If VENDOR is selling alcohol, Host Liquor Liability and an ABC permit are required in addition to all other requirements stated in this Agreement.
- 11) Cancellation by VENDOR – VENDORS must cancel their participation in writing at least 14 days before the event. No-show VENDORS or VENDORS who cancel 13 days or less prior to the event will forfeit their deposit for that date.
- 12) PRM is an outdoor venue and is subject to changing and inclement weather conditions. If VENDOR must cancel due to inclement weather, every effort will be made to provide an alternate date; however, an alternate date is not guaranteed. If the event cannot be held due to weather or cannot be rescheduled, the deposit for that date will be refunded to VENDOR.
- 13) PRM is not responsible for any rental that is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions, emergencies, or other cause beyond the control of PRM. PRM will not make any refunds for or reschedule, any events canceled because of



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a force majeure.

14) PRM does not guarantee parking and all vehicles must be removed from Park Place by 4:30 pm (pull in, unload and move vehicle)

15) Any misrepresentation as to the nature of the rental as described in this Vendor Agreement, or to the contact or payment information, or any other falsification of permits and/or documents will result in the immediate cancellation of the Temporary Vendor Permit and forfeit of all fees paid and may result in denial legal action.

16) PRM is not responsible for any property placed on or in its facilities or grounds. PRM, its officers, agents and employees, are released and discharged from any and all liability for loss, injury or damaged to persons or property that might be sustained by the use or occupancy of the facility and its environs.

17) Upon PRM approval, VENDOR shall be issued a copy of the Temporary VENDOR Permit that specifies the date(s) and location for the sale of merchandise. VENDOR shall post an approved copy at the vending site.

18) At all times, VENDOR must prominently display their policy regarding returns, refunds, and/or exchange of merchandise.

19) PRM events will run in the designated area at Park Place at Washington, Richmond, from 5:30 PM to 7:45 PM on the following dates: June 8 2018, July 13 2018, August 10 2018, and September 14 2018.

20) VENDOR Set-Up/Drop-Off Load-In will begin 1 ½ hours before event start time (load-in will vary by VENDOR). All VENDORS must be set-up and ready no later than 30 minutes before the event start. Any VENDOR who is not ready and "open for business" prior to the start of the event may be forfeiting their participation in future events.

21) VENDOR shall set up the booth or vending area only in the location as designated by PRM.

22) VENDOR shall provide its own signage, booth materials, tents, etc. All signage shall be preapproved by PRM before it can be displayed.

23) No decorative or other material will be taped, wired, glued, nailed, tacked, screwed or otherwise physically attached to any part of the PRM event area, including but not limited to fencing, gates, stages, buildings, windows, vegetation, restrooms, without prior approval from PRM. VENDORS must receive prior approval to hang any banner or signage on PRM or City of Richmond property. Drilling into any fence, cement, wall, and/or brick on/in any part of the event space is strictly prohibited. Driving onto rental park space grass, including but not limited to golf carts is strictly prohibited. No items will be laid or placed on the event space turf or other areas



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that might cause damage to it. VENDOR using the PRM event space agrees to leave the premises in the same condition it was before their usage. VENDOR agrees to assume all responsibility for any damages done to the premises in the same condition it was before their usage. VENDOR agrees to assume all responsibility for any damages done to the premises or facility because of their usage. VENDOR is responsible for any loss, damage, or theft of personal property that is incurred by the Renter and/or those in attendance. Gasoline, distillate, or other petroleum products, or other substances or materials of an explosive or flammable nature, including candles, are not permitted in the PRM event space.

24) VENDOR Tear-Down/Load-Out: Tear-down can begin immediately after the conclusion of the event. Tear-down/Load-Out shall be completed within an hour of the conclusion of the event.

25) If VENDOR violates the PRM vendor sales policies, the terms of this Vendor Agreement, or any law applicable to VENDOR'S activities at PRM, this Vendor Agreement shall be terminated and the PRM Temporary VENDOR Permit revoked.

26) This Agreement shall automatically terminate upon expiration of the Temporary VENDOR Permit.

27) VENDOR is fully aware and understands there are potential risks involved with the rental of any facility. Specific dangers include, but are not limited to, slip and falls, tripping, equipment failure or accidents, failure of any fixture, structure or structural member, burns, cuts, abrasions, severe injury, death or damage to personal property.

The undersigned VENDOR acknowledges that they are voluntarily renting this facility and participating in the activities conducted therein. VENDOR hereby agrees to assume all risk of injury, damage to persons and property, and/or death, and to indemnify, defend and hold harmless PRM, its officers, agents, volunteers and employees from any liability for injuries, claim for damage, damage to goods, any losses and expenses, suits, other liability, or death that may arise in connection with the renting or use of this facility. This Release, Waiver, Assumption of Risk also pertains to any actions of PRM, its officers, agents, volunteers or employees which may have caused or contributed to the injury, damage, or death. This Release, Waiver, and Assumption of risk shall be binding upon the VENDOR and any of its successors in interest.

28) In the event that PRM, its officers, employees, and/or agents are required to file any action in court in order to enforce any provisions of this agreement, VENDOR agrees to pay PRM, its officers, employees, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by PRM, including all collection expenses and interest due.

29) No representation, warranty, condition, or agreement of any kind shall be binding upon the parties unless incorporated, in writing, to this Vendor Agreement. This Vendor Agreement, including attachments, contains all terms and conditions agreed upon by the parties, and not other agreements, oral or otherwise, regarding the subject matter of this Vendor Agreement shall exist or bind any of the parties to this Vendor Agreement.



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30) The determination that any provision of the Vendor Agreement is invalid or unenforceable shall not invalidate this Vendor Agreement, and this Vendor Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

31) Failure or inability of either party to enforce any right in this Vendor Agreement shall not waive any right with respect to any other or future rights or occurrences.

32) The parties may agree to one or more amendments of this Vendor Agreement, at which time, the amendment(s) shall become incorporated into this Vendor Agreement when the written amendment(s) has/have been signed by both parties.

33) The signatories to this Vendor Agreement warrant that they have full and current legal authority to contract for this event and to sign this Vendor Agreement.

34) The laws of the State of California shall govern this agreement.

The parties have executed this Vendor Agreement as of the day and year as stated above as the EFFECTIVE DATE.



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For VENDOR:

For PRM:

|             |  |             |  |
|-------------|--|-------------|--|
| By:         |  | By:         |  |
| Print Name: |  | Print Name: |  |
| Date:       |  | Date:       |  |