



**FOURTH OF JULY
FOOD VENDOR APPLICATION**

EVENT INFORMATION:

Email application and payment information to hpayad@san-marcos.net or complete application with check and mail to:

Attn: Parks and Recreation
3 Civic Center Drive, San Marcos, CA 92078

Event Location: Bradley Park – 1587 Linda Vista Drive, San Marcos 92078

Event Date: Friday, July 4, 5 to 9 p.m.

IMPORTANT INFORMATION:

- Food vendors are selected based on variety and how well they fit the event—not on a first-come, first-served basis.
- We will not process your payment until you have been informed of your acceptance (via email).
- Incomplete/unsigned applications will not be considered.
- A confirmation with detailed set-up instructions will be emailed to you by June 30.
- If we are not able to accommodate you this year, your check/credit card info will be destroyed.

APPLICANT INFORMATION:

Name (First, Last): _____ **Submittal Date:** _____

Business Name: _____

Address: _____ **City:** _____ **Zip:** _____

Phone: _____ **Email:** _____

Please list all of the food items you will be selling (you will be asked to remove items that are not on this list):

_____ **Price range of items:** \$ _____

Health permit number: _____

FOOD BOOTH/TRUCK

Food Vendors must comply with all San Diego County Department of Environmental Health requirements for temporary events. Original permit must be posted in vendor space/site. Department of Environmental inspectors will be on-site to check for proper permits during event. **Food vendors must supply whisper quiet generator, canopy, lights, tables, chairs, tablecloths, etc.** Set up will begin after 3 pm. All vendors must be fully set up by 5 pm. Day of, vendors are placed first come first served. Breakdown will start no sooner than 9 pm and be completed by 10 pm.

	<u>Qty.</u>		<u>Price</u>	<u>Subtotal</u>
<input type="checkbox"/> Food Booth	<u>1</u>	x	<u>\$200</u>	= <u>\$200</u>
<input type="checkbox"/> Food Truck	<u>1</u>	x	<u>\$200</u>	= <u>\$200</u>

PAYMENT/AGREEMENT:

Payments will only be processed if you have been approved to sell at this event.

☐ Check Enclosed (payable to City of San Marcos)

☐ Please charge my Visa or Mastercard for: **TOTAL \$200**

Card Number: _____ **Expiration Date:** _____ **CVV Code:** _____

Cardholder Signature: _____

REFUND POLICY:

- No refunds/ No refunds due to inclement weather or acts of nature.

www.san-marcos.net



TERMS & SPECIFICATIONS:

RULES AND REGULATIONS: APPLICANT AND MEMBERS OF APPLICANT’S GROUP OR ORGANIZATION (COLLECTIVELY, “APPLICANT”), INDIVIDUALLY AND COLLECTIVELY, AGREE TO COMPLY WITH ALL RULES AND REGULATIONS OF THE CITY WITH RESPECT TO USE OF ANY CITY FACILITIES, SERVICES AND EQUIPMENT, AND/OR PARTICIPATION IN THE ACTIVITY.

Waiver and Liability Release: Applicant(s), individually and collectively, hereby unconditionally waive, release and discharge any and all rights that participant and/or participant’s heirs, assigns, agents or other representatives may have or which hereafter may accrue to participant, to file any claim, lawsuit and/or any other cause of action against the City of San Marcos and/or its elected and appointed officers, boards, directors, agents, employees, and designees (collectively, “City Parties”), as a result of participant’s use of City facilities, services and equipment and/or participation in the activity.

Indemnification: Applicant(s) , individually and collectively, hereby agree that they shall indemnify, defend and hold the City Parties harmless from and against all claims, damages, losses and expenses including, but not limited to, court costs, attorneys’ fees, and witness fees, arising out of the performance of the activities described herein, caused in whole or in part by any negligent act or omission of the City Parties, except where caused by the sole negligence or willful misconduct of the City Parties.

Assumption of Risk: Applicant(s), individually and collectively, are aware of and assume full responsibility for the potential risks and hazards inherent in participating in the Activity, up to and including the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. Applicant(s) hereby acknowledge that participation is voluntary in this Activity and agree to assume any such risks, and understand that the City does not carry insurance to cover participants or spectators of the Activity.

Photograph Release: Applicant(s), individually and collectively, hereby give the City of San Marcos the absolute right and permission to use their photograph(s) in its promotional materials and publicity efforts. Applicant(s), individually and collectively, understand that the photograph(s) may be used in a publication, print ad, direct-mail piece, and electronic media including the City website or other form of promotion. Applicant(s), individually and collectively, release the City Parties and the photographer, its officers, employees, agents, and designees, from liability for any violation of any personal or proprietary right applicant(s) may have in connection with such use.

False Information: Applicant(s) each agree that the City will not be responsible for any consequences arising from providing incorrect, inaccurate, and/or false information to the City.

Binding: Applicant is expressly authorized to bind each and all of the members of applicant’s group or organization.

Inspection: Applicant(s), individually and collectively, have inspected the City property or premises proposed for use and have determined that they are in a safe and appropriate condition for the activities planned. Applicant(s), individually and collectively, warrant and represent that said property or premises will be kept and operated in a safe and appropriate condition.

By signing this document, I agree to all rules and regulations that will be sent with the final confirmation packet and I agree to keep my booth within the space allotted. Failure to comply with all City of San Marcos policies, procedures, ordinances, laws, etc. may result in cancellation of permit.

Print Name

Signature

Date