



# 2019 "Picnic Flix" Outdoor Movie Nights Vendor Application & Guidelines

## General Information

Applications are now being accepted for the "Picnic Flix" Outdoor Movie Nights at Emerald Glen Park located at 4201 Central Parkway in Dublin, CA on Friday, June 14; July 26 and/or August 30, 2019 from 6:00 pm to 10:00 pm.

## Application Procedure

1. Complete and sign the Vendor Application. **Application Deadline is 2 weeks prior to Movie Night.**
2. Applications may be delivered in person or mailed to: 100 Civic Plaza Dublin, CA 94568  
OR – emailed to [Alicia.rasmussen@dublin.ca.gov](mailto:Alicia.rasmussen@dublin.ca.gov)

## Payment

1. An online credit card payment can be made by VISA / MASTERCARD / AMERICAN EXPRESS / DISCOVER after application has been accepted.
2. Payment can also be made by check, money order or cashier's check made payable to **City of Dublin**.

## Vendor Categories

The City of Dublin offers several vendor categories and space is limited in each category. Similar vendor types and mediums will be limited to insure a well-balanced and attractive show.

### Antique Vendors

- Not accepted for this event.

### Arts and Crafts Vendors

- Not accepted for this event.

### Activity Vendors

- Not accepted for this event.

### Pre-packaged Specialty Foods

- Specialty Foods include pre-packaged foods and snacks.
- Vendors are required to obtain a Health Permit from the Alameda County Department of Environmental Health.

### Commercial Vendors

- Not accepted for this event. (May apply as a sponsor – please see Sponsor application)

### Food Vendors

- Food vendors include those preparing food and beverage for onsite consumption at the event. Selection of vendors is based on quality of food and menu, booth appearance and best overall fit for the theme of the event.
- Food vendors are required to utilize green/biodegradable serving products.
- Vendors are required to obtain a Health Permit from the Alameda County Department of Environmental Health.

### Non-profit Groups

- Booth space for Non-profit groups may be available if space permits.

## Equipment

Vendors are responsible for supplying their own canopy, tables and chairs. Booths will be located on the lawn area. All booth materials must be in compliance with fire code regulations. If needed, equipment can be rented

## Electricity

Power availability is limited but may be available upon request. Please see application to request service. Personal “whisper quiet” generators may be approved if use compliance is met.

## Insurance

**General Liability:** All vendors are required to provide a Certificate of Insurance evidencing Comprehensive General or Comprehensive Personal Liability coverage for a minimum of \$1,000,000 per occurrence or \$2,000,000 aggregate naming the City of Dublin, its officers, employees, agents and volunteers as additionally insured.

- The vendor shall provide proof of insurance no later than one week prior to event.
- The certificate must name: **City of Dublin, 100 Civic Plaza, Dublin, CA 94568** as the certificate holder.
- The Additional Insured Endorsement must include: **the City of Dublin, its officers, employees, agents and volunteers as additionally insured.**

**Auto:** Vendors must provide a **Commercial or Personal Auto Insurance Declarations page** as proof of auto insurance.

## Acceptance Notifications and Load-In Instructions

Accepted vendors will receive a confirmation by email of their acceptance into the event along with load-in and set-up information. If an application is not accepted, then the payment will be returned in full to the applicant.

## Rules and Regulations

1. This is a rain or shine event! There will be no refunds due to inclement weather.
2. Sampling of food or drinks is not permitted without a health permit issued by the Alameda County Department of Environmental Health. (This includes handing out candy, bottled water, etc.). If the samples of food/drink are open (not prepackaged), a fully equipped food booth is necessary.
3. Vendors, their staff, employees, and agents must comply with all vendor policies, fire codes, laws, ordinances, and regulations pertinent to health, fire prevention and public safety. Failure to comply may result in expulsion from the event without a refund.
4. A limited number of vendors in any category will be accepted to the festival. Decisions are at the sole discretion of the City and based on, but not limited to: the best interest of the festival, history, level of investment, payment, and date of paperwork received. The Festival reserves the right to admit duplicate businesses based on the Festival needs and size. Exclusivity may be extended at the Festival’s discretion.
5. Vendor agrees to allow the City of Dublin to take photos of the booth and product during the event for no additional compensation. Photos taken may be used in City of Dublin promotions.
6. All booths MUST have a tent. Vendors are required to supply their own tent, tables, and chairs.
7. Booth locations are not guaranteed and are made at the discretion of festival management.
8. Exhibitor shall be liable for delivery; handling, erection and removal of his/her own displays and equipment.
9. All displays, merchandise, equipment and staff must be contained within the assigned booth space. No amplified music, walkway solicitation or “barking” is allowed. Staff/Personnel must remain INSIDE your assigned booth. Please note this will be strictly enforced.
10. Walking the grounds to sell merchandise or hand out fliers is not permitted.
11. No helium tanks will be allowed at the festival. Vendor must obtain written permission from the City prior to using the City of Dublin logo or any logo from the City of Dublin website in connection with their business.
12. Booth space must be occupied as assigned, and be open and staffed during all regular hours.
13. Vendor may not sublet or apportion booth space to anyone else without permission from the Event Director.

**I have read the rules and regulations included in this Application and I agree to comply with the conditions set forth.**

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Signature

Date

# 2019 "Picnic Flix" Outdoor Movie Nights

Thank you for your interest in the Outdoor Movie Series at Emerald Glen Park. Please complete and return your application at least 2 weeks prior to the Movie you would like to attend. For any questions please call (925) 556-4509.

Vendor Information	
Business Name:	Business Phone:
Contact Person:	Other Phone:
Address:	Fax:
City, State, Zip:	*Email:
California Resale License:	Website:

Activity or Product Pricing			
Vendor must submit photos of booth setup and items to be sold. These photos will not be returned. Attach additional sheet if needed.			
	\$		\$
	\$		\$
	\$		\$

Booth Specifications			
Each booth space is 10 ft. x 10 ft. If you need more space you may purchase extra spaces. Alameda County Environmental Health Department Temporary food permits can be found at <a href="http://www.acgov.org/aceh/food/TFF_Application_Booth.pdf">http://www.acgov.org/aceh/food/TFF_Application_Booth.pdf</a>			
Please select Movie(s):	Food Vendors:	Non Profit Booths:	Subtotal
June 14 – "Tarzan"	\$45 per space	\$25 per space	=
July 26 – "Coco"	\$45 per space	\$25 per space	=
August 30 – "Incredibles 2"	\$45 per space	\$25 per space	=
Package of all 3 Movies	\$125	\$75	=
<b>Total Fees:</b>			\$

Rental Equipment and Electrical Service		
All vendors are required to use a tent or canopy. Vendors are encouraged to bring their own canopies and equipment but if needed, canopies and electrical service can be reserved below:		
Rental Food Vendor Compliant Canopy (10 x 10 foot square)	\$350 each	
Rental Table (8-foot x 36" rectangle)	\$50 each	
Rental Folding Chairs	\$10 each	
<input type="checkbox"/> I DO NOT need a canopy or equipment.		
Electrical Service – 20 amps (110 volts) – <b>Form Required</b>	\$50	
Electrical Service – 50 Amps (220 volts) – <b>Form Required</b>	\$100	
	<b>TOTAL FEES</b>	\$
<input type="checkbox"/> I DO NOT need electrical service.		
<input type="checkbox"/> I WOULD LIKE TO USE MY OWN WHISPER GENERATOR	Wattage:	

Required Insurance: Due prior to event day
<p><b>Liability Insurance:</b> All vendors are required to provide a Certificate of Insurance evidencing Commercial General Liability or Comprehensive Personal Liability coverage for a minimum of \$1,000,000 per occurrence or \$2,000,000 aggregate. The vendor shall provide proof of insurance no later than one week prior to event.</p> <ul style="list-style-type: none"> <li>The certificate must name: <b>City of Dublin, 100 Civic Plaza, Dublin, CA 94568</b> as the certificate holder.</li> <li>The Additional Insured Endorsement must include: <b>the City of Dublin, its officers, employees, agents and volunteers as additionally insured.</b></li> </ul> <p><b>Auto Insurance:</b> Vendors must also provide a <b>Commercial or Personal Auto Insurance Declarations page</b> as proof of auto insurance.</p>

## Waiver and Release of Liability

1. Vendor acknowledges and understands that participation in the Event involves potential risks that may arise from the actions and inactions of Vendor, other individuals attending the Event, or the City and its officials, employees, agents and volunteers. Vendor expressly agrees to accept and assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from Vendor's participation in the Event, regardless of the cause. Participation in the Event is purely voluntary, and Vendor elects to participate in spite of the risks.
2. Vendor releases the City, its officers, officials, employees, agents, and volunteers ("the Released Parties") and waives all actions, claims and demands that Vendor or Vendor's heirs, executors, representatives, insurers, attorneys, administrators or assigns ("the Releasing Parties") may have or may hereafter have for any personal injury, bodily injury (including death) or property damage that Vendor may directly or indirectly incur while participating in the Event, including but not limited to that incurred as a result of the negligence of the Released Parties. Vendor, on behalf of both Vendor and the Releasing Parties, agrees not to sue the Released Parties on the basis of these waived and released claims.
3. Vendor agrees to comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in the Event.
4. At all times during Event, Vendor, his/her employees and agents shall be independent contractors and not employees or agents of the City. Vendor, and his/her employees and agents shall have no authority, express or implied, to bind the City to any obligation whatsoever.
5. City may terminate Vendor's participation in the Event at any time. City shall not be liable for any costs incurred by the Vendor as a result of such termination by the City.
6. Vendor shall comply with all laws applicable to the performance of the work hereunder, including, to the extent applicable, health and safety regulations. Vendor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, that Vendor may incur as a result of participation in the Event.
7. Vendor represents and warrants to City that Vendor and its employees, agents, and volunteers have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to offer the goods and/or services that Vendor is offering at the Event.
8. Vendor agrees to indemnify, defend, with counsel selected by City, and hold harmless the Released Parties from any and all claims, demands, actions, judgments, damages, liabilities, and costs of any kind, including attorneys' fees, (collectively "Liabilities") arising out of or in any manner related to Vendor's participation in the Event, except to the extent that such Liabilities are caused by the sole negligence or willful misconduct of the Released Parties.
9. The person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on the behalf of the Vendor.

**By signing below I agree that I have carefully read the foregoing Waiver and Release of Liability and fully understand its contents. I am aware that this is a release of liability and I sign it without inducement. I also have read the Vendor Rules and Regulations included in this "Vendor Guidelines and Application" and I agree to comply with all conditions.**

Signature

Name (Printed)

Date

***Applications and Payment must be submitted no later than 2 weeks prior to event to:***

**Mailed or Delivered in person to:**

**Parks & Community Services  
Picnic Flix c/o City of Dublin  
100 Civic Plaza  
Dublin, CA 94568**

**Emailed to:**

**[Alicia.rasmussen@dublin.ca.gov](mailto:Alicia.rasmussen@dublin.ca.gov)**

**Faxed to:**

**(925) 833-6651 c/o Alicia Rasmussen**