



Tamale Festival Vendor Packet

Saturday, May 4, 2024 11:00 - 7:00 pm



DEADLINE TO SUBMIT: APRIL 15, 2024

Merchandise Vendor Booth Application

Saturday, May 4, 2024 • 11:00-7:00 p.m.

Company Name:		
Contact Name:		
Address:		
City:State		Zip:
Daytime Phone:	Cell Phone:	
Email Address:		
Description of items selling or distributing:		
Resale or Tax Exempt #		
YES! We are interested in participating in the	2024 Tamale	Festival!
# of 10' X 10' Spaces: (Each space is \$125)		using: ☐Truck ☐Tent ☐Trailer OT need electricity.
Total Spaces x \$125 = \$	☐ I will n	eed electricity* for
(Locations provided on a 1st come 1st served basis)	• Bring	a 100 ft. heavy duty electrical cord
		will need more than 20 amps of tricity please bring a quiet generator
Please return the vendor form and hold harmless form Tamale Festival. First come first served for location reque be submitted by Monday, April 15, 2024. Forms can events@atascadero.org.	ests. Addition	al required forms, included below, may
Required: ☐ Hold Harmless. SIGNATURE REQU	IRED.	Please return form to:
General Liability Insurance for \$1 Minaming City of Atascadero as additionally	illion	Tamale Festival C/O Terrie Banish 6500 Palma Ave. Atascadero, CA 93422
Please make checks payable to the City of Atascadero or (Note: We accept Visa, MasterCard & American Express)	call (805) 470-	3360 with your credit card information
I agree to the above event regulations and requirements to par to cancel after the April 15, 2024 deadline, my vendor fee cancelled due to inclement weather, or any other reason, my vendor feet restival event, May 3, 2025.	will not be ref	unded. If the Tamale Festival event is
Signature of Vendor:		Date:
QUESTIONS		

Atascadero
SIMPLY GENUINE

Terrie Banish



City of Atascadero Hold Harmless

Tamale Festival May 4, 2024

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 **TAMALE FESTIVAL 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 **TAMALE FESTIVAL. 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	

