



Larry Itliong Day Parade & Festival

VENDOR APPLICATION

Application Deadline:
October 13, 2017
Pay online or by check

Event Date: October 28, 2017
Held at St. Columban Church,
125 Loma Dr. Los Angeles CA 90026

Complete & Email to: Christina Vega, larryitliongdayla@gmail.com. Subject Title: "Vendor Application: Your org. name"

Organization/Business Name

Contact Person

Lead Contact (Day-of Event)

Mailing Address

Phone Number

Phone Number (Day-Of Event)

Email Address

Provide a brief description of your products, services and/or hands-on activities.

VENDOR SPACES includes 1 table and 2 chairs. Please provide your own table cover & decorations

VENDOR FEES are due by October 13, 2017 by 5:00 pm.

PLEASE CHECK ONE. Vendor: _____\$60 Non-profit (501c3)/ Gov't: _____\$40

Pilipino Workers Center (PWC) is the fiscal sponsor.
Make checks payable to: Pilipino Workers Center (Memo: "Larry Itliong Festival 2017")
MAIL TO: 153 Glendale Blvd, Los Angeles, CA 90026. Or PAY ONLINE: <http://bit.ly/2xBj9AS>

CHECK IN, SET UP & BREAK DOWN

- A. Exhibitors must check-in by 8:30 am. Setup MUST be ready by 9:30 am – event starts at 10 am. Breakdown at 3 pm.
- B. Exhibitors are responsible for setting-up their assigned space. No display, fixture odor, bright/hazardous lights or amplified sound is allowed that will compete with the stage presentation or hinder the flow of traffic.
- C. If you anticipate needing power, please make arrangements to supply your own generator.
- D. Exhibitors shall cooperate with Festival Staff, LA City Fire Marshall, LA County Health Department, & LA Police Dept. & Security

TERMS

FORCE MAJEURE - In the event of inclement weather or for any reason whatsoever that the event is delayed, rained out or unfeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, war conditions, emergencies, or any other cause or causes beyond the control of LIDC, the Booth Participant agrees that there shall be no claim or action against LIDC. Attendance is not guaranteed and no refunds of Booth Participant participation fees will be given for any reason.

GOVERNING LAW - This Agreement shall be governed by and construed under the laws of the California. The parties hereby irrevocably consent to the jurisdiction of any California State or United States court, located in Los Angeles California, for purposes of enforcement of this Agreement. This provision shall survive if this Agreement is adjudged void or should be canceled, annulled or terminated. In the event an action is instituted to enforce or remedy a breach under this Agreement, in addition to any other relief therein awarded, the prevailing party will be entitled to attorney's fees and costs of litigation.

INDEMNIFICATION - Sponsor shall release, indemnify, and hold LIDC, its trustees, officers, employees, and agents (collectively the "Indemnitees") harmless from any and all liability, claims, suits, actions, damages, settlements and expenses, including reasonable attorney's fees, arising out of injuries to persons or damages to property resulting from Sponsor's participation in The Event. Furthermore, Sponsor, for and on behalf of itself and its representatives, agents, employees, volunteers, subcontractors, suppliers, invitees, or licensees agrees to release and does hereby release the Indemnitees from any and all liability, and does hereby waive any right to claim or ask for, any reimbursement or recovery for or on account of any loss or damage to any property of Sponsor or any injury to Sponsor or its representatives, agents, employees, volunteers, subcontractors, suppliers, invitees, or licensees arising directly or indirectly from or in connection with Sponsor's conduct under this Agreement.

AMENDMENTS - This Agreement may not be amended by either party, except by a written amendment executed by a duly authorized representative of each party.

LAW COMPLIANCE - Booth Participant/Vendor shall comply with all laws, ordinances, rules, orders and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, agencies and subdivisions applicable thereto.

LEGAL STATUS - This agreement does not create any agency, employment, joint employer, joint venture or partnership between Booth Participant/Vendor and LIDC. Neither party will have the right, power or authority to act for the other in any manner whatsoever.

NOTICES - Any notices pursuant to this agreement will be validly given or served if in writing delivered personally or sent, postage prepaid, by U.S. first class mail to the addresses set forth below, or to such other addresses as either party may designate to the other in writing. Delivery of any notice will be deemed to be effective five days after mailing, on the date delivered if personal delivery, or by confirmed facsimile.

SEVERABILITY - Should any provision in this Agreement be adjudicated void or illegal, all other provisions shall continue in full force and effect and remain binding upon the parties. If any provision of this Agreement is or becomes invalid, ineffective or unenforceable, then in place of the invalid, ineffective or unenforceable provision, a valid, effective and enforceable provision that corresponds as closely as possible to the intent and purpose of the invalid, ineffective or unenforceable provision will be inserted.

WAIVER - Failure by either party to enforce one or more of the provisions contained herein shall not be deemed or construed to constitute a waiver of default or waiver of any other violation or breach of any of the terms contained herein.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT - In consideration for participating in Larry Itliong Day Parade and Festival dated Saturday, October 28, 2017 and other valuable consideration, Vendor hereby RELEASES, WAIVE, DISCHARGE AND COVENANT NOT TO SUE LIDC or their officers, servants, agents, agencies, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises. To the best of Vendor knowledge, Vendor can fully participate in this activity. Vendor is fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. VENDOR VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise. Vendor further hereby AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise. It is Vendor's express intent that this Release and Hold Harmless Agreement shall bind the members of LIDC ownership, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. Vendor hereby further agrees that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California. VENDOR UNDERSTANDS THAT LIDC OWNERS WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY VENDOR MAY SUSTAIN. I further agree to become familiar with the rules and regulations of LIDC concerning conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that Vendor will further assume the complete risk of any activity done in violation of any rule or directive or instruction. Vendor also understands that Vendor should and is urged by LIDC to obtain adequate health and accident insurance to cover any personal injury to LIDC working staff, which may be sustained during the activity or the transportation to and from LIDC. Vendor also understands that Vendor is responsible for any damage I cause to the facilities, PREMISES and PROPERTY OF LIDC.

By my signature, I am acknowledging that I have read the preceding terms and conditions carefully and agree to the terms and conditions set forth in this contract. I am authorized to sign on behalf of my organization.

VENDOR SIGNATURE: _____ DATE: _____

Submit your application to larryitliongdayla@gmail.com. Pay online or mail your payment to the address listed above. You will be sent a confirmation email verifying approval within 3-5 business days.