



Parks, Recreation and Cultural Services

Fourth of July Celebration at Lodi Lake

Tuesday, July 4th 2023 at 2pm

Vendor Hours: Load-in 12:00pm – until police clear you to leave after fireworks

The City of Lodi Parks, Recreation and Cultural Services is hosting the 4th of July annual event at Lodi Lake and we are inviting you to participate. We are asking for food vendors to sell an array of tasty treats, crafters to sell their wonderful creations, and entertainers to add to the fun.

BOOTH INFORMATION

There are several ways to participate: Craft vendor, Food/beverage vendor, family activity booth, or demonstration booth (no selling of products).

The Craft Vendor: The Craft vendor is open to quality items, art, fine imported goods and unique gifts, pre-packaged food items and products appropriate for the 4th of July. If selling food items, they must be pre-packaged and already prepared. Food preparation on site is prohibited for crafters. Each vendor space is 10x10, located outdoors. You will receive a confirmation letter and map of where your booth is after the deadline date below.

Applications are screened on the basis of the quality of the work and the date the application is received. Exhibitors must have a California Resale Permit. The booth fee is \$125.00 and must be submitted with the application. Fees can be paid by check payable to City of Lodi. Applications will be accepted until spaces are filled or until June 2. Applications not accepted will have fees refunded.

Food Vendor: Most food vendors are accepted. There will be a screening process of food items you are selling. Food vendors MUST submit a menu of foods to be served. Each menu will be screened for availability of food items sold. Food vendor availability is on a first come, first serve basis.

Food vendors must have an Environmental Health Permit, be in compliance with local and county ordinances, and have any required permits. The booth fee is \$125.00 and must be submitted with application. Fees can be paid by check payable to City of Lodi. Applications will be screened and accepted until spaces are filled or until June 3. Applications not accepted will have fees refunded.

APPLICATION PROCEDURE

1. Complete application form.
2. All spaces must be filled in.
3. The State of California requires that all applicants that sell any product have a valid resale number included. Applications will be returned if this space is not completed.
4. Vendor to provide insurance as specified in attached.
5. Include check payable to City of Lodi.
6. Food vendors please include menu sample.
7. Mail all items to:

City of Lodi
C/O Jennifer Winn
125 S. Hutchins Street
Lodi, Ca. 95240

Application is considered to be a firm commitment to the event. If an applicant wishes to withdrawal from the event, there will be NO REFUNDS.

Questions please e-mail jwinn@lodi.gov or call Jennifer Winn at 209-333-6891



Waiver and Release of Liability & Assumption of Risk Agreement

For good and valuable consideration, including permission to participate in _____
_____ and related activities, I, for myself, my successor, heirs, assigns, executors, and
administrators;

1. Agree that prior to participating I will inspect the facilities, equipment and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the person supervising the event, activity, facility, or area;
2. Acknowledge that I fully understand that my participation may involve risk of serious injury or death, including economic losses which may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, the rules of play, or this type of event or activity
3. Assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damage to my property, caused by or arising from my participation in this event or activity;
4. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death against the City of Lodi, its agents, officers, employees, or volunteers attributable to my participation in the event or activity;
5. Release, waive, discharge and relinquish the City of Lodi, its agents, officers, employees, or volunteers from any liability, loss, damage, claim, demand or cause of action against them arising from or attributable to my participation in the event or activity, whether same shall arise by their negligence or otherwise;
6. Agree that photographs, pictures, slides, movies, or videos of me may be taken in connection with my participation in this event or activity without compensation from the City of Lodi and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose;
7. Warrant that I am in good health and have no physical condition that would prevent me from participating in this event or activity;
8. Acknowledge that the City of Lodi, its agents, officers, employees, or volunteers are not joint sponsors, joint ventures, partners, or otherwise jointly engaged in the above named event or activity.

This document relieves the City of Lodi, its agents, officers, employees, or volunteers and others from liability for personal injury, wrongful death, and property damage caused by negligence. I have read this document, understand that I have given up substantial rights by signing it, and sign voluntarily.

Print name

Signature

Date



TEMPORARY FOOD VENDOR'S APPLICATION

All food vendors (both for profit and non-profit) are required to return a signed and completed copy of this checklist to the festival coordinator three (3) weeks prior to this event.

1. 1. Name of Event: _____ Date(s): _____

2. The following is information about my organization/business:

Name of organization/business: _____

Address: _____

Phone: () _____ Alternate: () _____

3. List food to be sold or given to the public: _____

4. I am providing food that is **NOT** prepared at home: Yes No

All food is prepared on-site or is from approved commercial facilities: Yes No

Name of facility: _____ Phone: () _____

Address of facility: _____

5. I am providing a booth with the following: (to protect my unpackaged food and food-preparation areas from flies, dust and the public)

A booth with walls and ceiling constructed of either wood, canvas, plastic, similar material and fine mesh fly screening, completely enclosing open food areas. It will also have a smooth and cleanable floor (concrete, asphalt, clean tarps and smooth wood are acceptable) and constructed to separate food and food preparation areas from the public.

Other (specify): _____

Note: The only operations not required to provide enclosed booths are those which sell beverages from approved dispensers, or prepackaged foods from approved sources.

6. Approved water for drinking, utensil and hand washing will be provided in my booth by the following methods:

Approved bottled water.

On-site hose bib that is connected to a potable water source.

Other (specify): _____

7. Electricity is provided for my booth's use: Yes No

8. I am providing an accurate probe thermometer to measure the hot and cold holding of potentially hazardous foods during all times of booth operation: Yes No

9. I am providing the following hot temperature control for the hot holding of all potentially hazardous foods above 135°F:

Camp stove Sterno & hotel trays

Double steamer Steam table & lids

Electric stove top Other (specify)

Note: Examples of potentially hazardous food include: meats, tamales, cooked beans, rice, vegetables, potato salad, eggs, and dairy products.

WHAT TO BRING THE DAY OF THE EVENT

1. A copy of your Temporary Food Vendor's Application
2. Probe thermometer (0°F - 220°F)
3. Three (3) deep (6-8 inch) tub for utensil washing or a 3-compartment sink
4. Detergent for utensil washing and bleach for sanitizing
5. One (1) tub for sanitizing
6. Bottled water (if not provided at site)
7. Water dispenser (i.e. bottled water container with spigot)
8. Bucket or basin for hand washing wastewater
9. Paper towels
10. Pump style soap dispenser (BAR SOAP IS NOT ALLOWED)
11. Trash container with liners (trash bags)
12. Serving utensils
13. Wiping cloths (cleaning towels)

WHAT TO EXPECT

1. **Post a copy** of your completed Temporary Food Vendor's Application in each booth.
2. **Maintain Hot Foods at or above 135° F** by use of the following methods:
 - a. Camp stove
 - b. Double steamer
 - c. Electric stove top
 - d. Sterno and hotel trays
 - e. Steam table
3. **Maintain Cold Foods at or below 45° F** by use of one of the following methods:
 - a. Ice chests
 - b. Refrigerator/Refrigerated truck
 - c. Ice bath and tubs
4. **Ensure that all food is thoroughly cooked** to the proper minimum temperature:
 - a. Ground meat - 155° F
 - b. Eggs and food with eggs - 145° F
 - c. Pork and single pieces of meat - 145° F
 - d. Poultry and stuffed meats - 165° F
5. **Re-heat foods to 165° F before** putting them in warming units.
6. **Check food temperatures** with a probe thermometer. Sanitize thermometer after each use.
7. **Wash hands** before preparing or handling food and after using the bathroom, smoking, or handling garbage.
8. **Keep all food preparation surfaces and utensils clean.** Wash and sanitize cutting boards and prep surfaces frequently.
9. **All foods** are to be prepared in an approved kitchen or on site (home kitchens are not allowed).
10. **Set up separate areas for utensil washing and handwashing:**

UTENSIL WASHING: Set up one (1) deep tub for wash water, one (1) tub for rinse water, and one (1) tub for bleach water - Mix one (1) capful or 1 tbsp of bleach to each gallon of water.

HANDWASHING: Dispense water from a container of water with spigots. Use a separate tub to collect wastewater. Use a pump style soap dispenser - NOT BAR SOAP
11. **Dispose of garbage** using plastic garbage bags.
12. **Keep all food protected.** Do not place food or food containers on the ground and keep covered.
13. **SMOKING** is not allowed in the food booth.
14. **Keep ICE FOR CONSUMPTION** in a separate ice bin. Do not store scoop inside ice bin.



EXHIBIT C

Insurance Requirements for Event Organizer The Organizer shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Organizer and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Organizer's operations under this Agreement, whether such operations be by Organizer, or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
\$1,000,000 Each Occurrence
Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Organizer, whichever is greater.

Organizer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.
- (b) **Primary and Non-Contributory Insurance Endorsement**
Additional insurance coverage under the Organizer's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (c) **Limits of Coverage**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Organizer shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (d) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

Insurance Requirements for Event Organizer (continued)

(e) **Notice of Cancellation or Change in Coverage Endorsement**

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) **Continuity of Coverage**

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Organizer shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Organizer shall provide proof of continuing insurance on at least an annual basis during the Term. If Organizer's insurance lapses or is discontinued for any reason, Organizer shall immediately notify the City and immediately obtain replacement insurance.

(h) **Failure to Comply**

If Organizer fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Organizer shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Organizer of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Organizer shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Organizer fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Organizer shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(i) **Qualified Insurer(s)**

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.