

**MACK ROAD  
SPRING FAIR!**



**Mack Road Spring Fair!**

**MAY 5-8, 2016**

**7789 La Mancha Way, 95823**

**Thursday and Friday: 5pm to 11pm**

**Saturday and Sunday: 11am to 11pm**

**FOOD VENDOR APPLICATION FORM**

Food Vendor Booth:

10' x 20' Exhibit Booth.....\$300

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone (Home): \_\_\_\_\_ (Cell): \_\_\_\_\_

Please list all items to be sold/shown: \_\_\_\_\_

Mack Road Partnership (MRP)/ReImagine Mack Road Foundation (RMRF) must authorize additions after application is approved. MRP/RMRF reserves the right to regulate the number and types of vendors.

**IMPORTANT:**

**Insurance Company:** \_\_\_\_\_

**Telephone Number:** - \_\_\_\_\_

**BOOTH SIZE:** \_\_\_\_\_ **DATES ATTENDING:** \_\_\_\_\_

**ELECTRICAL NEEDS (IMPORTANT):** \_\_\_\_\_

**MUST BE COMMERCIAL GRADE ELECTRICAL CORDS**

Food Vendor Booth Fees: \$ \_\_\_\_\_

**TOTAL ENCLOSED:** \$ \_\_\_\_\_

The Concessionaire will pay all claims for work, labor, materials and supplies, and shall not hold Mack Road Partnership or Paul H. Snider Trust responsible for any injury or liability in connection with the operation of the concession.

**CALIFORNIA SELLER'S PERMIT:** All exhibitors engaged in selling of any type must have a valid State of California Seller's Permit. **Permit No.** \_\_\_\_\_

Mack Road Partnership Office Telephone: 916-706-3833

Office Fax: 916-706-3708

# MACK ROAD SPRING FAIR!



## Mack Road Spring Fair INSURANCE REQUIREMENTS

**\*\*IMPORTANT – PLEASE READ\*\***

At your earliest convenience but no later than April 21 2015, please have your insurance carrier/agent provide Mack Road Partnership (MRP) with these two (2) required forms – Certificate of Liability Insurance and Additional Insured Endorsement Form.

The forms can be sent one of three ways:

- 1) By mail to: 75 Quinta Court, Suite D Sacramento CA 95823
- 2) By fax to: (916) 706-3708
- 3) By e-mail to: [nathan.ulsh@mackroadpartnership.com](mailto:nathan.ulsh@mackroadpartnership.com)

The Certificate of Insurance must show proof of Commercial General Liability Coverage with the following limits:

- \$1,000,000 Per Occurrence
- \$2,000,000 Aggregate

Concessionaires offering products for sale are required to also show proof of “Products/Completed Operations” coverage as part of their Commercial General Liability policy with the same limits listed above.

In addition, Mack Road Partnership **and** the Paul H. Snider Trust must be named, by endorsement to the policy, as “additional insureds” with respects to your organization’s or business’s activity during the festival.

**RELEASE and WAIVER of LIABILITY, ASSUMPTION of RISK, HOLD HARMLESS and INDEMNITY AGREEMENT MACK ROAD SPRING FAIR at 7789 LA MANCHA WAY**

**NOTICE:** Mack Road Partnership, Johnston Amusements and the City of Sacramento do NOT provide liability insurance for the protection of persons, organizations, businesses, groups, spectators or others who may participate in Mack Road Spring Fair events and activities. In exchange for permission to participate in the Mack Road Spring Fair event and any and all related activities (collectively the "Event"), **THE UNDERSIGNED**, on behalf of the below listed organization, business or group, including their officers, employees and volunteers, and/or myself, my personal representatives, heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns, **ACKNOWLEDGES** and **AGREES** to the following:

1. **I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Mack Road Partnership, Johnston Amusements, the City of Sacramento, other participants, operators, officials, or any persons, sponsors, advertisers, owners and lessees of premises used to conduct the Event and each of them, their officers, officials, contractors, agents, employees and volunteers (collectively the "Released parties"), from any and all liability to the undersigned, for any and all loss or damage, and for any and all claims or demands for injury to person or death or damage to property of the undersigned, whether caused by the negligence or other legal fault of the Released Parties, arising out of or in connection with the undersigned's participation in the Event.

2. **I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISK OF BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE** due to the negligence or other legal fault of the Released Parties, arising out of or in connection with my participation in the Event. I expressly acknowledge and agree that participation in the Event may be of a hazardous, strenuous, and/or physical nature, and may involve interaction with other participants.

3. **I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Released Parties from and against any and all liability, loss, expense (including reasonable attorneys' fees and expert witness fees) or claims for injury or damages arising out of my participation in the Event, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and/or expert witness, or claims for injury or damages are caused by or result from the negligence or other legal fault of the undersigned. Acceptance of required insurance certificates and policy endorsements does not relieve undersigned from liability hereunder and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of undersigns' negligence, misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. These provisions shall survive any termination of the Agreement.

4. **I FURTHER EXPRESSLY AGREE AND ACKNOWLEDGE** that the foregoing Agreement is intended to be as broad and inclusive as is permitted by law, and that if any portion of the Agreement is held to be invalid, the balance shall continue in full force and effect.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A BINDING CONTRACT. I VOLUNTARILY AGREE TO EACH OF THE TERMS AND PROVISIONS HEREIN AND SIGN THIS AGREEMENT OF MY OWN FREE WILL. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING AGREEMENT HAVE BEEN MADE.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Organization / Business / Group

\_\_\_\_\_  
Telephone Number