

The 49th Los Angeles Korean Festival: Vendor Rules and Regulations

The vendor (“PARTY” from here on), certifies full understanding and acknowledgment of the rules and regulations listed below upon signing an application for a booth space rental at the Annual Los Angeles Korean Festival, hosted by Los Angeles Korean Festival Foundation (“LAKFF” from here on). By submitting a signed application, the PARTY agrees to accept all of the terms and conditions in the rental and usage of booth space during The 49th Los Angeles Korean Festival that is to be held on Thursday, September 22, 2022 – Sunday, September 25th of 2022.

1. This contract agreement is made between LAKFF and PARTY upon submitting a signed application as it pertains to the rental of a booth space at The 49th Los Angeles Korean Festival.
2. The contract period will be from Thursday, September 22, 2022 – Sunday, September 25th of 2022, for a span of four (4) days.
3. LAKFF will prepare and provide a booth space with a 10’x10’ tent for PARTY for the 4-day festival, unless otherwise specified, prior to the event. PARTY must inform LAKFF in advance of any specifications needed to be made for PARTY’s booth space i.e. No canopy, space only, etc.

PAYMENTS

- PARTY must submit a completed application for use of a booth space with a signature to certify that PARTY has read, fully understood, and agrees to follow the rules and regulations of the event.
- A deposit in the amount of 50% of the total booth rental fee is to be paid with application submission to ensure reservation of a booth space along with the specific location of a booth space, processed on a first come, first served basis.
- The remaining balance must be paid by June 24, 2022 to prevent null and void of contract, in which case the deposit becomes NON-refundable. LAKFF will decide whether to extend the reservation and charge a fee on the late payment.
- After June 24, 2022, applications must be submitted with full payment of booth rental fee. Applications submitted without full payment will not be accepted.
- Schedule of Credit Card payments is to be discussed and agreed upon between LAKFF and PARTY. A surcharge of 3% is NON-Refundable.
- If the PARTY cancels the contract, before the event, partial refunds are possible as follows:

On/Before 7/8/22: 50% LESS of TOTAL DEPOSIT AMOUNT

On/Before 8/5/22: 50% of TOTAL AMOUNT

On/Before 8/22/22: 25% of TOTAL AMOUNT

On/After 8/23/22: NO REFUND

Other additional fees may not be subject to these conditions.

BOOTHS

- Each booth space is determined by 10’ x 10’ tent (canopy).
- Booths are designated by 5 location types:

- Local, EXPO, Food, Snack and Alcohol Booth
- Price of Booth Space Rental is also designated by the spot location relative to other booths.
- LAKFF will provide booth space with the following:
 - LOCAL AND EXPO BOOTHS
 - Regular booth: One (1) folding table, Two (2) chairs and 5 amps of electricity + lightbulb
 - Corner booth: Two (2) folding tables, Four (4) chairs and 5 amps of electricity + lightbulb
 - FOOD AND SNACK BOOTHS
 - Regular booth: One (1) folding table, Two (2) chairs and 20 amps of electricity + lightbulb
 - Corner booth: Two (2) folding tables, Four (4) chairs and 20 amps of electricity + lightbulb
 - ALCOHOL BOOTHS
 - Liquor booth: Two (2) folding tables, Four (4) chairs, 20 amps of electricity

The provided table(s) and chairs are not to be removed without permission from LAKFF staff. For additional tables and chairs (for a fee), requests must be made to LAKFF staff.

SETUP TIME FOR VENDORS

- PARTY must setup their booths from 9AM to 11AM on Thursday, September 22, 2022.
- Setup during festival operation hours are not permitted due to safety and security issues.
- PARTY must pick up badges in order to enter premise for setup, on Sep. 9, 2022 at LAKFF office.

FESTIVAL OPERATION HOURS		
<u>Date</u>	<u>Open</u>	<u>Closed</u>
Thursday, SEP. 22 TH	2:00 PM*	10:00 PM**
Friday, SEP. 23 RD	10:00 AM	10:00 PM**
Saturday, SEP. 24 TH	10:00 AM	10:00 PM**
Sunday, SEP. 25 TH	10:00 AM	10:00 PM**

*ONLY AFTER Receiving Approval from Fire Department and Health Department.

**PARTY may not operate outside of these hours.

TEARDOWN TIME FOR VENDORS

- PARTY can begin clearing from booth on Sunday, September 25th, and MUST CLEAR by 12am, Monday, September 26th, 2022.
- All items must be removed from tent and LAKFF cannot be held responsible for loss of items.
- PARTY will be issued a penalty for leaving any items or trash behind

GENERAL REGULATIONS

- PARTY must bring own extension cords and surge protectors. All Electric products must have approved UL mark.
- Any equipment, signs or object blocking the walkway paths are strictly prohibited. ○ Los Angeles City Officials from Department of Transportation, LAFD, LAPD, etc. can request changes at any time, before or during the event.

- PARTY must adhere to changes.
- LAKFF is not responsible for providing PARTY additional shade and PARTY cannot bring own tent for booth space to set up own shade. Exception may apply upon LAKFF permission.
- PARTY can bring shade that is fire resistant in material and placed unattached to the canopies.
- Any attachment of any kind (i.e. rope) on the canopies are strictly prohibited as stated by the Los Angeles Fire Department.
- PARTY must provide a list of products to be sold, prior to event.
- All items for sale must have English description for the general public.
- PARTY is strictly prohibited from use of mic, music, or sound equipment. Violation may result in the removal of the provided standard electric power source.
- All trash needs to be thrown away in designated areas or PARTY may be fined and/or booth can be shut down.

BOOTH USAGE

- The sale of any item requires PARTY to obtain a California Department of Tax and Fee Administration Temporary Seller's Permit except Expo. The permit is free,
- It is necessary and responsibility of PARTY to report the sales tax to the State of California.
- The Sales tax from total gross must be reported to CDTFA.
- PARTY with LOCAL booth space, in the gated field, may not sell food that needs refrigeration, unless approved by City of Los Angeles.
- PARTY selling food must obtain 1 of the four types of permits from the LA COUNTY Health Department .
- Food or Snack vendor PARTY must provide their own general liability insurance for any accidents that occur within their booths. LAKFF is in no way responsible and is hereby released from all claims, demand, costs, harm and damages incurred from such an event.
- All PARTIES are charged mandatory \$100 cleaning fee for each booth.

BANNER SIGNS

- Every booth needs to place a banner sign on the top, front of designated booths, visible to the public.
- Booth Banner orders can be placed with LAKFF for a fee of \$100.
- Banners ordered elsewhere must follow the banner regulations.
- Signs found placed elsewhere will be taken down by LAKFF staff.
- Every Local and Expo booth signs must have the following Business information:
 - Business Name (MUST be at least 3" height),
 - Business Address, Business Phone Number (at least 1" height). LAKFF can provide a template.
 - There is NO template for Food and Snack Booth sign. [Follow LA County Regulations.](#)
 - Food Booth must have Business Name, City, State and Zip Code.

GATED FIELD

- There is absolutely no smoking, no eating (food), and no consumption of drinks other than WATER allowed inside the gated baseball field. NO EXCEPTIONS!
- Under no circumstances will PARTY be allowed to drive stakes or make holes into the ground.

Booths with Food Sales (Food Preparation, Prepackaged or Sampling or Both)

Additional Terms & Conditions

1. PARTY must follow all the regulations of LA County Health Department.
2. Sale of any product that can be consumed by mouth needs to obtain sale of food permit from LA COUNTY HEALTH DEPARTMENT. There are four types for the festival event.
 1. FOOD PREPARATION: To sell food, cooked within booth at the event: \$184.00
 2. PREPACKAGED AND SAMPLING: To sell prepackaged food, and provide sampling: \$116.00
 3. PREPACKAGED ONLY: Selling of only prepackaged food without samples: \$82.00
 4. SAMPLING ONLY: To provide taste testing only: \$59.00
 - Fees are subject to change according to requests made to Health Dept.
 - ALL HEALTH PERMIT FEES must be paid by **JULY 1st, 2022**
 - Late fee of \$50 will apply to PARTY from LA COUNTY Health Department.
3. Refrigerated items need to be 41-degrees Fahrenheit or colder. ○ (Temperatures will be taken by the LA County Health Department).
4. LA County Health Dept. requires open food vendors to use the new tent guidelines (4 walls, windows to pass food through). Vendors must keep all four walls of their food booth tents down. Vendors may not roll them up and must use the provided windows in the tent walls.
5. Cooked or heated foods need to be stored at 135-degrees Fahrenheit.
6. Items that are sensitive to heat/temperature (i.e. raw eggs, chicken, fish, meats, dairy products, cooked rice, etc.) need to be thrown out immediately if the food was not properly stored with appropriate temperatures.
7. Food may not be pre-cooked outside of the premises and brought in for sale (such as food prepared from home).
8. Barbecuing of raw meats should be done at 135-degrees Fahrenheit or greater.
9. Temperatures of foods should not be over 41-degrees or under 135-degrees Fahrenheit, to avoid culturing of bacteria.
10. Pre-cooked foods should be re-heated at a temperature high enough to kill any possible food bacteria. ○ Pre-cooked food needs to be re-heated at 135-degrees Fahrenheit and above.
 - To cool food, it needs to be done quickly using ice.
11. In the event that cooked and uncooked food gets mixed up or an unclean cooking tool is used to prepare it, even accidentally, then it will need to be disposed of immediately.
12. All workers must keep a sanitary standard (hair, nail, etc.), ○ Please be mindful of the regulations for prioritizing and preserving a clean and professional environment.
 - If one touches leftover or cooked foods, they should immediately wash their hands.
13. There should be at least Two(2) Containers of 2.5 gallons of water, soap, a metal bucket for collecting water waste, and paper towels to wash hands readily available at ALL times within the booth.
14. Ice used to keep ingredients chilled and ice used to cool down food should be kept separate.
15. No workers should handle food with their bare hands.
16. There is ABSOLUTELY NO SMOKING inside the food booths or anywhere inside the gated field.
17. All workers MUST wash their hands upon returning from a break or visiting other areas.
18. Customers MUST NOT handle the food on their own.
19. A food thermometer should be readily available for usage.
20. Food re-sale permit needs to be displayed for the public to see.
21. An extinguisher should be located inside the booth in a convenient place. *PARTY will not be able to operate WITHOUT an extinguisher in the booth.

22. Each booth needs to collect their own trash and dispose of it in their designated trash containers.
23. All gas containers and burners need to be secured. **Absolutely NO portable gas ranges (Butane).
24. All food items and containers storing foods need to be AT LEAST 6 inches from the ground.
25. PARTY CANNOT prepare food inside the tents.
26. Immediately after using the sink, all food scraps must be placed in the trash.
27. After hours, under NO circumstances should there be food scraps left inside the booth.
28. There must be no open food on the tables. All food must be kept out of reach from the public.
29. When using a food warmer to keep food at the proper temperature and for display, there must be at a distance of 3 feet between the public and the food warmer.
 1. PARTY agrees to provide LAKFF with \$10 Food Tickets can be reimbursed by turning in the used tickets at the LAKFF office after the end of the festival. LAKFF will not be responsible to redeem lost or stolen tickets.
 2. PARTY can be reimbursed for gift certificates issued by LAKFF at LAKFF's office after the end of the festival. PARTY must provide value of product in dollar amount for the gift certificate. LAKFF will not be responsible to redeem lost or stolen gift certificates.

ALCOHOL SALES ARE STRICTLY PROHIBITED at any booths except within the gated BEER GARDEN area.

- ❖ Booth workers not in BEER GARDEN, may NOT sell alcohol to customers directly. If transaction of alcohol sale occurs, the booth will be shut down and subject to a fine.

ELECTRICITY

- PARTY is NOT allowed to consume more electricity than agreed upon by PARTY and LAKFF.
- All booths will be provided with a minimum 5AMPS (Available for charging cell phone, tablet, laptop).
- 5AMPS for Local and Expo Regular/Corner Booths
- 20AMPS are provided for Food, Snack, and Liquor Booths
- Prior to event, a list of all appliances and equivalent AMP needs used during the festival must be provided by PARTY.
- If more power is needed than the standard amount provided, orders for additional AMP power need to be submitted.
- Every additional order is at increments of 20AMPS at \$200.00
- Food, Snack, and Expo Booths must place an order of AMP power for every equipment order of fridge or freezer.
- AMP power order is not needed if PARTY has own to bring, but must be sufficient at ~20AMPS to power the rented equipment
- All electricity needs must be provided by an authorized vendor; therefore, outside unapproved generators or outside electric sources will not be allowed.
- All electric appliances must have a UL mark and all cables must be of appropriate voltage (If an appliance does not have the proper markings, the booth may be shut down).
- There will be NO altering or inappropriate use of the outlets provided.
- If the outlet is damaged due to misuse or illegal appliances, a fine in the amount of \$100.00 will be issued.
- If an outage occurs more than three (3) times, access to the AMP power will not be allowed to turn back on.

- PARTY may only use designated outlets provided in their booths. DO NOT USE OUTLETS from other vendors and/or directly use the generators.
 - PARTY may not use outlets from vacant booths, or share with adjacent vendor booths
1. If by any chance the festival is canceled or stopped early due to natural causes or other uncontrollable matters, PARTY will not hold LAKFF responsible.
 2. PARTY must follow directions of City of Los Angeles, LAPD, Fire Dept., Health Dept., LAKFF and security guards for safety.
 3. The number of sales and attendees vary for any number of reasons. PARTY will not hold LAKFF responsible.
 4. All checks and the remaining balances should be cleared seven (7) days before the start of the festival. If there are balances remaining and checks outstanding, electricity will not be provided to the booths until the matter is resolved.

VIOLATIONS

If PARTY violates terms and conditions of the 49th Los Angeles Korean Festival,

- PARTY will be issued a ticket,
- subject to a fine,
- and/or termination of access to resources,
- and/or booth shut down for the day and/or remainder of festival,
- and/or not allowed to participate in future events hosted by LAKFF.

Festival Vendor, Exhibitor & Volunteer Release of Liability, Waiver, and Indemnity: Terms and Conditions

The undersigned certifies that he/she will adhere to the 49th Los Angeles Korean Festival Rules and Guidelines. I have read this document in its entirety. I have signed this release of my own free will and I have not been coerced in any way to sign this release.

1. I hereby certify that I am over 18 years of age and competent to execute this release. Those not over 18 years of age must have a parent or legal countersign this release. Released Parties.

2. "Released Parties" refers to the Los Angeles Korean Festival Foundation and The 49th Los Angeles Korean Festival, and any of its affiliates, agents, employees, independent contractors, officers, directors, members, managers, volunteers, insurers, attorneys, heirs, predecessors, successors, administrators, assigns and any other person or entity in any way associated with the Los Angeles Korean Festival.

FESTIVAL

3. "Festival" means The 49th Los Angeles Korean Festival to be held on September 22, 2022 through September 25, 2022 at 3250 San Marino St, Los Angeles, CA, including all preparation and construction for the Festival, whether before or after the Festival opens or closes, which are in any manner related to or part of the Festival. Release and Consideration.

The LA Korean Festival Foundation shall not be responsible for any loss to Vendor due to natural causes or force majeure including, but not limited to, rain, thunder and lightning, and wind. Vendor agrees to indemnify and hold harmless, LA Korean Festival Foundation, its officers and directors, agents, representatives, and employees from

any and all claims, damages, losses and liabilities arising from Vendor's participation with the event. LA Korean Festival Foundation assumes no responsibility for damaged or lost articles/booths/exhibits belonging to Vendor. Overnight security will be provided, but it is not advisable to leave any valuable Merchandise behind. Event organizers are NOT RESPONSIBLE for any lost or stolen items.

4. Vendor Compliance. Vendor agrees to comply with all the regulations of the facility hosting the event and all federal, state, and municipal laws, including health and safety. Vendor agrees to be responsible for collection and reporting of sales tax as required by law. Vendor shall be responsible for obtaining all licenses, permits, health certificates or items required by governmental agencies in order that Vendor's booth may be lawfully operated. LA Korean Festival Foundation has full authority to stop Vendor from operating, without refund, should Vendor sell or promote products and/or services other than those stated in Vendor's application. LA Korean Festival Foundation reserves the right to remove any Vendors from the event for any reason.

5. Model/Photograph Release. I understand that my participation in the Festival may be photographed and promoted by the Los Angeles Korean Festival Foundation, or any other organization or individual involved with the creation or promotion of the Festival, and in consideration for permission to participate in the Festival, I hereby give permission to the Released Parties to use my likeness for any purpose whatsoever. I RELEASE THE LOS ANGELES KOREAN FESTIVAL FOUNDATION AND ANY PHOTOGRAPHERS, THEIR OFFICER, EMPLOYEES, AGENTS, AND DESIGNEES FROM LIABILITY FOR ANY VIOLATION OF ANY PERSONAL OR PROPRIETARY RIGHT I MAY HAVE IN CONNECTION WITH SUCH USE.

Severability

6. If any provision of the document is held to be invalid or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall be deemed amended to conform to the requirements of the law, so as to be valid and enforceable. Or if it cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall remain in full force and effect. It is the intent and purpose of the Agreement to provide the broadest possible release of claims and causes of action in favor of the Released Parties, and any ambiguity shall be construed in light of this purpose. Miscellaneous:

7. I have read and understood this Agreement and I am voluntarily signing this Agreement on behalf of myself and my heirs. I understand that by signing this Agreement I am waiving important legal rights on my behalf and on behalf of my family and heirs. I expressly acknowledge that I have had the opportunity to consult with legal counsel before signing this Agreement. (ie parent or legal guardian).

8. I hereby consent to any medical care which may be necessary as a result of my participation in the Festival. I am solely responsible for all applicable charges for any such medical diagnosis or treatment and represent that I either have insurance coverage adequate to cover such expenses or am financially capable of paying for such expenses. If I become incapacitated and am unable to give consent for medical treatment, I hereby grant all appropriate medical personnel permission to perform any medical treatment they deem appropriate.

9. This document shall be governed by and interpreted under the laws of the State of California, without regard to conflict of law provisions. If any lawsuit or claim is brought arising from my participation in the Festival. I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise be entitled.

IF RELEASOR IS UNDER THE AGE OF 18 YEARS: Parent or Guardian: I hereby certify that I am the parent/natural guardian or legal guardian of the Participant, and acting in such capacity hereby acknowledge and agree to each of the releases, waivers, and other agreements set out above in the RELEASE OF LIABILITY, WAIVER, AND INDEMNITY AGREEMENT. I hereby agree to hold harmless and indemnify the Released Parties and all other participants, from and against any and all liability and responsibility for any and all injury or harm caused by or to the above named Participant or to others acting on the Participant’s behalf and for any defect in or lack of such capacity to so act and hereby release said parties on behalf of the minor and the parent or legal guardian.

The undersigned agrees to participate in the 49th Los Angeles Korean Festival.

Please be advised that any of the rules, regulations, and conditions stated above is subject to change due to urgent circumstances of the pandemic and/or by the direction from the City of Los Angeles, Los Angeles County, and/or State of California and their respective government officials. If in the absolute, unavoidable circumstance, there is a direction to reduce the number of participants, cancellation of booths will apply in the order from the last application submitted.

I, _____, hereby agree to the terms and conditions of this contract.
(Print Applicant Name)

Signature

Date