



INDIA ASSOCIATION OF LOS ANGELES

Booth Assignment and Acceptance Agreement

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

PARTIES:

1. India Association of Los Angeles, San Fernando Valley (IALA)
2. _____ (Vendor)

TERMS AND CONDITIONS:

1. Submit this signed agreement with a check payable to "IALA"
2. 100% of the charge must be submitted with this signed-agreement before the due date
3. Cancellations or any changes must be in writing within 3 days of signing the agreement.
4. Summary of Rental Charge for the Booths; Food Booth \$750 for a Double Booth, \$500 for a Single Corporate Booth, \$600 for a Single Corporate Corner Booth, \$350.00 for Single Regular Booth, \$450 for a Single Regular-Premium Corner Booth, \$400 for Single Regular Corner Booth & \$250 for a Single Non-Profit Booth. **Please note, these rental-charges are good only till August 7th 2017 thereafter they may increase by \$50**
5. IALA shall assign size 10ft x 10ft to vendor in consideration of vendor's obligation under this Agreement.
6. Vendor shall be permitted access to and use of the Booth on **August 26th, 2017** after Vendor has: Executed this Agreement, paid to IALA the rent for the booth, and any security deposit requested by the IALA
- 7. NO VEHICLES WILL BE PERMITTED ON THE FOOTBALL FIELD**
- 8. Any Vendor taking their Vehicle on The Football Field will be heavily fined and will be escorted out of the event immediately. If the School penalizes IALA for any damages caused due to Vendor's fault, then those charges will be billed to the Vendor for immediate reimbursement to IALA.**
9. All Vendor Vehicles will maintain a maximum speed of not more 5 Mph when in the school premises.
- 10. At the Event site/location, vendor vehicles will be allowed on the dirt track only, all around the football field and the vehicles will move only in one-way clockwise direction; one-way movement only, vendors will not reverse or backup their vehicles.**
11. After unloading all Vendor Vehicles will leave the dirt track area latest by 4 Pm and will be allowed back on the dirt track areas to load up as soon as the event area is clear of all the crowd.
12. Has provided to the IALA any further assurances requested by the IALA from Vendor relating to Vendor's performance of its obligations under this Agreement.



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13. Food Vendor (only) shall pay a sum of \$ 300.00 to the IALA as a security deposit for the faithful performance of Vendor's other obligations under this Agreement.
14. Vendor shall vacate and return the booth to the IALA at 10:30 p.m. **August 26th, 2017** broom clean. Vendor shall properly dispose of all garbage and other waste items, and Vendor shall be responsible for any damage caused by it or its employees and agents to the Booth or any other part of the premises used by the IALA. IALA shall have the right to incur any expenses reasonably required in excess of the amount of the security deposit to ensure any default by Vendor of this obligation. Vendor agrees to pay to the IALA a sum equal to the amount so expended by the IALA within five days of written demand for such payment by the IALA.
15. Vendor serving food will carry product liability insurance.
16. Vendor serving food shall be required to obtain any necessary health permit & City Licenses or permit as required by the City of Los Angeles.
17. In the event of any dispute based upon, in connection with or otherwise arising out of this agreement, the said dispute shall be determined by mandatory arbitration under the Commercial Rules of the American Arbitration Association.
18. Vendor should not throw any oil or chemical material on grass, concrete floor or ground. Vendor will be responsible for all the damage accrued because of any negligence.
19. Food Vendors are required to carry bucket with air tight cap for waste oil.
20. Food Vendors are also required to cover the floor of the booth (10x20) with heavy duty tarp.
21. Vendor must give back booth in the same manner as received (clean, tables, chairs, etc.)
22. Vendor shall not use a microwave oven for the preparation of its food items, and Vendor shall not use electrical appliances with a capacity equal to or exceeding 1000 watts. If excess power is needed or if microwave oven is needed, then it will be responsibility of Vendor to let us know 2 weeks in advance and pay any extra charges (if any).
23. Vendor will not use any personal Sound System that will play loud music which will cause interference with IALA's Cultural Program and disturbances to the neighboring vendors as well.
24. A Food Vendor agrees to sell only following type of Food/Drink: _____

List of all electrical appliance that the Vendor will be bringing to the site:

a) _____ b) _____ c) _____

Waiver: In consideration of part of the insurance requirements being waived, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge from liability, and covenant not to sue, India Association of Los Angeles, San Fernando Valley (IALA), its Executive Officers, Board of Directors, Sponsors or agents for liability from any and all claims resulting in personal



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injury, accidents or illnesses (including death), and property loss arising from this activity, but not limited to, services or products provided.

Booth Activity or Services provided by the Booth Renter/Vendor: _____

Assumption of Risks: Engaging in the above activities/services carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents, mistakes, errors or omissions. The specific risks vary from one activity to another, but range from physical injuries such as from slips and falls to personal property damage or loss to include minor auto accidents or other unforeseen accidents.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in this activity/event. I knowingly assume all such risks as a part of the consideration for this activity and I understand I will or might not be covered by any of IALA's liability insurance coverage, whether self-insurance or commercial coverage.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the IALA HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of participation in this event, activity or services and to reimburse IALA for any such expenses.

Severability: The undersigned further expressly agrees that the foregoing waiver, assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Acknowledgment of Understanding: I have read this booth and waiver of liability, assumption of risk, and indemnity agreement. I fully understand its terms and I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I accept the above terms and conditions and agree to rent a Booth at India's Independence Day Celebration held on **Saturday, August 26th 2017** at Chatsworth High School.

Please make check payable to IALA
Mailing Address: 9250 Reseda Blvd #102, Northridge, CA 91324

Vendor Name: - _____ Vendor Signature: - _____

Vendor Address: - _____

Vendor Phone & Email: - _____

Space Reserved for IALA use

Booth Number Assigned: - Booth Assigned By: - Date Booth Assigned: -