



**City of Palmdale  
2016 Kaleidoscope Application and Agreement**

Full Business Name \_\_\_\_\_  
 Artist's Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
 Email \_\_\_\_\_ Website \_\_\_\_\_

Number Of Booths Requested (Check one)

<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
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Medium (Check all that apply)

<input type="checkbox"/> Blown Glass	<input type="checkbox"/> Ceramics	<input type="checkbox"/> Clothing/Textiles	<input type="checkbox"/> Fused Glass	<input type="checkbox"/> Illustration
<input type="checkbox"/> Jewelry	<input type="checkbox"/> Leather	<input type="checkbox"/> Mixed Media	<input type="checkbox"/> Painting	<input type="checkbox"/> Photography
<input type="checkbox"/> Printmaking	<input type="checkbox"/> Sculpture	<input type="checkbox"/> Woodwork	<input type="checkbox"/> Other	<input type="checkbox"/> Other

Items For Display And/Or Sale (please list)

Item #	Description	Approval
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Provide a detailed description indicating how you create your work. Describe how you create each component and to what extent the elements that you don't create are used. (Please continue on a separate piece of paper if additional space is needed.)

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How long have you been showing your work? \_\_\_\_\_

Where have you shown your work? \_\_\_\_\_

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Price range of work \$ \_\_\_\_\_

**Submissions**

**Photographs/Images**

Submit one (1) set of six (6) good quality photographs/images. Submission should include four (4) images of your work, one (1) of your entire, stocked booth display and one (1) of you working in your studio including tools, supplies and your work in various stages of completion. Photographs/Images should be current, within the past two years. Print your name and phone number on the back of each photograph. Photographs/Images should represent all work/merchandise for sale. Include more photographs/images if necessary to convey the depth/breadth of your work. Presentation is a key component/criteria for selection of event artisans. Photographs/Images will not be returned.

**Biography/Artist’s Statement**

Submit a biography or artist’s statement. Include your full business name and your name.

**This Application and Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2016 between the City of Palmdale (City) and \_\_\_\_\_  
\_\_\_\_\_(Artisan).**

**The Parties agree as follows:**

**Section A: Permission & Fees**

City will provide Artisan booth space(s) at Kaleidoscope on October 8, 2016 to display, advertise and sell artisan’s work.

Artisan agrees to pay the City a deposit of One-Hundred Dollars (\$100) per booth space for the use of the space for a total of \$ \_\_\_\_\_. Provided Artisan uses the booth space and complies with all the terms and conditions of this agreement, City will refund booth space deposit at the conclusion of the event.

**Section B: Space Assignment**

City, in its sole discretion, will assign Artisan a space(s) for Artisan’s exhibit. Artisan may only occupy the booth space(s) and area(s) assigned to Artisan by City.

Artisan shall not assign or transfer this Agreement nor the both space(s) nor any other rights under this Agreement. Artisan shall not permit any other artisan or person to share the space allocated to Artisan or to sell, display or give away any items from the booth space allocated in this agreement to Artisan.

Artisan shall receive a booth space(s) approximately 10’x10’ square. Booth space may be on grass or concrete. Artisans may not switch spaces without prior authorization from event supervisor.

**Section C: Display & Merchandise**

Artisan shall display and sale only the merchandise approved through the application process. Requests to sell additional products must be made in advance by contacting the recreation and culture department prior to the event. Requests to sell, display, advertise or give away any additional or different items or to substitute items must be made in writing to the City and approval, if granted by City, will be only by written amendment to this Agreement. Selling, displaying, advertising or giving away any item not listed and approved in this Application and Agreement shall be considered a material breach of this Agreement and Artisan may be removed from the premises without a refund.

Snap caps, poppers, shock pens, laser pointers, drug paraphernalia, guns or weapons of any kind, as well as any other items deemed inappropriate by the City, are strictly prohibited.

Artisan and all Artisan representatives must stay within the perimeters of booth space. Distribution of flyers, literature must be done within the perimeters of booth space. Artisan may not sell, distribute or solicit outside booth space. Artisan may not allow any other person to sell, distribute or solicit materials provided by Artisan outside of Artisan’s booth space. Violation of this requirement shall be considered a material breach of the Application and

Agreement for which this Agreement may be immediately terminated by City. Artisan will be removed from the premises without a refund.

#### Section D: Artisan Booth Requirement

All equipment, supplies and materials such as tables, chairs, Ex-Up or similar canopies, banners and personnel desired by Artisan for the booth space display shall be supplied by Artisan. Artisan has complete responsibility for the staffing and operation of their display and booth space. If Artisan sets up an EZ-Up or similar canopy, it must be tied down or weighted with sandbags or other weights specifically made to secure such canopies. Canopy legs must fit into assigned space and must not obstruct patron traffic.

Power is limited and not guaranteed. Artisan shall contact the City prior to request power. If use of power is approved, Artisan must supply their own 100' extension cord since the outlet may not be located near the Artisan's booth space. Artisan shall not place electrical cords in walkways or where cords are a hazard to patrons.

The event will go on despite rain, wind or other inclement weather. Artisan must be prepared to participate and occupy their booth space(s) allocated to them regardless of weather conditions. Artisan's display, equipment and materials must be set up to withstand inclement weather and to ensure that it does not become a hazard to other vendors or the public.

Artisans shall maintain their booth space in a safe, clean and sanitary manner. Artisans will provide their own trash receptacle. Trash cans provided by the City on the event grounds are for the general public. Artisans shall not pull event trash cans behind artisan booths. Artisans shall not place booth trash in event cans during the event. At the conclusion of the event, Department may provide trash cans for artisans if available. Cardboard boxes shall be broken down and placed in the can so that lid closes completely.

Artisans shall provide adequate staff and supervision of their display area during the event and shall not leave their booth space(s) unattended.

Artisan's must collect and report all taxes.

Artisans' booth space(s) must be inviting in appearance and have adequate signage identifying their business name and/or merchandise. All signage and décor must meet City approval.

Artisans may not play music or broadcast audio in booth space(s).

#### Section E: Permits & Licenses

Artisans shall obtain, at their own expense, any and all licenses and permits required for the operation and display of their booth space(s), including but not limited to City business licenses and peddler's permits, and permits required by the State of California and the County of Los Angeles.

Artisans shall display all required permits and licenses in a conspicuous place in their booth space(s). Failure to comply will be considered a material breach of this Agreement and this Agreement will be immediately terminated, and Artisan will be removed from the premises without a refund.

#### Section F: Parking

Artisan shall display the event parking pass. Artisan parking will be assigned on site. Artisan shall not park in spaces located in bus lanes and fire lanes. Artisan vehicle(s) may not enter the event loading zone unless an event parking pass issued by City is displayed on the vehicle(s). Artisan shall not park any vehicle in the loading zone for more than thirty (30) minutes while actively loading and unloading their vehicle(s).

#### Section G: Booth Set Up and Tear Down

Artisans are responsible for setting up and tearing down booth display. At the conclusion of the event Artisan shall completely remove the display and all materials brought on site by Artisan leaving their area clean and free of debris and rubbish.

Artisan set up must be concluded by 10am event day. Overnight security will be provided Friday, October 7, 2016. Artisan set up may be conducted on Friday, October 7, 2016 from 3-7 pm and/or Saturday, October 8 from 7-10 am. Vehicles are not permitted on the grounds after 9 am event day. Artisans may not begin to tear down booth(s) or move vehicles until the grounds are clear of patrons. Tear down can begin at 6 pm and must be concluded by 9 pm event day.

#### Section H: Insurance, Indemnification and Waiver

Insurance. Artisan, at their sole expense, shall maintain in effect during all events in which they are allocated booth space(s), not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the *Best's Insurance Guide* and authorized to do business in the State of California.

##### A. General Liability including Products Liability

- One million dollar (\$1,000,000) limit on a per occurrence basis.
- Two million dollar (\$2,000,000) General Aggregate limit.
- Additional Insured Endorsement naming the entities as set forth below is required.
- List deductible or state "No Deductible" – deductible subject to approval of City Attorney.

##### B. Worker's Compensation

- Provide proof of insurance certificate with California statutory requirements.

##### C. Commercial Automobile Insurance

- One million dollar (\$1,000,000) combined single limit including non-owned and hired automobile coverage.
- Additional Insured Endorsement naming the entities as set forth below is required.

##### General Insurance Provisions

A. Coverage must be in force for the duration of the event, including set up and tear down.

B. Thirty (30) day written notice of cancellation.

C. List name of event, location, date and time – if applicable- in the "description of operations/comments" area.

D. Certificate shall state that

“The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insureds.” Please provide copy of form or reference form number on Certificate.

Any endorsement may be issued by agent if said agent has authority to do so. If endorsement must be issued by the insurance company, agent is to forward a signed verification that the endorsement has been ordered.

E. A signed and complete certificate of insurance with additional insured endorsements shall be submitted to the City at least 30 days prior to the event and may be mailed to:

City of Palmdale  
Department of Recreation and Culture  
38260 10<sup>th</sup> Street East  
Palmdale, CA 93550

F. The City of Palmdale does not provide insurance of any kind for artisan’s equipment or property. Artisans are advised to have their property and equipment adequately insured.

G. Kaleidoscope is an outdoor event, subject to among other potential risks, rain, high winds, theft, vandalism and the like. Artisans are advised, in addition to carrying the required insurance, to govern themselves accordingly and take all appropriate precautions to safeguard their property and equipment and the property and persons of fellow vendors and visitors to the event.

Waiver: I, the undersigned, am fully aware and understand the potential risks involved with my participation in this cultural activity for the citizens of the City of Palmdale, namely the Kaleidoscope event. Specific dangers include damage to personal property, loss of personal inventory, serious physical injury or death. Additional dangers include and are not limited to damages due to inclement weather and other reasonably anticipated risks that accompany participation in such event. I acknowledge that I voluntarily participate in the event. I hereby agree to assume all risk of injury, damage to persons and property and/or death, and to hold the City of Palmdale, Department of Recreation and Culture and its officers, agents or employees harmless from any liability for any injuries, or claim for damage, damage to goods or death that may arise in connection with my participation in this event. This Hold Harmless Agreement also pertains to any actions of negligence by the City of Palmdale, Department of Recreation and Culture and its officers, agents, or employees which may have caused or contributed to the injury, damage, or death. This Agreement shall be binding upon my heirs and dependents as well as myself. I participate freely and voluntarily in this event and expressly assume all of the risks of the event.

Indemnification: Artisan agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against all claims, losses, obligations, or liability which arise out of, or are in any way related to, Artisan’s participation in the City’s Kaleidoscope event and the booth space(s) and display installed and operated by Artisan and Artisan’s acts, errors or omissions, or those of its employees or agents under the Agreement.

Section I: Cancellation/Failure to Occupy Space

Artisan may cancel this Agreement and the booth space(s) allocated to them by written notice to City on or before September 22, 2016. Such termination by Artisan terminates the Agreement and Artisan will receive a full refund. Cancellations received after September 22, 2016 will not be subject to refund.

Section J: In General

Smoking is not permitted in any Artisan booth space(s). Artisans who smoke must wash their hands before returning to their booth space(s). Smoking is not permitted except in designated areas of the Palmdale Amphitheater.

Only service animals are permitted at the event or in the park. Artisans shall help enforce this by informing patrons that they may not bring pets to the event.

Artisans shall be honest and conduct themselves in a courteous and friendly manner. Rude, abusive, offensive or other disruptive behavior is not permitted. Artisans experiencing difficulty with patrons or other vendors shall refer the matter promptly to City staff. Artisans shall dress in an appropriate manner to include shirts and shoes.

Section K: Duties of the City

The City will provide and distribute media information and publicity.

The City is not responsible for any damage or theft of any good, items or vendor display.

The City shall have employees at the event site from 7 am to 9 pm the day of the event.

IN WITNESS WHEREOF, this agreement was executed on the dates written below. Execution by the City constitutes application approval.

CITY OF PALMDALE:

ARTISAN:

\_\_\_\_\_  
Annie Pagliaro                      Date  
Recreation Supervisor, Recreation & Culture

\_\_\_\_\_  
Print Artisan's name and title                      Date

\_\_\_\_\_  
Artisan's Signature

ADDRESS FOR NOTICE:  
City of Palmdale  
38260 10<sup>th</sup> Street East  
Palmdale, CA 93550  
661/267-5611

ADDRESS FOR NOTICE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_