

Oakdale Saddle Club
P.O. Box 1436
Oakdale, California 95361
www.oakdalerodeo.com
oakdalerodeo@clearwire.net



January 17, 2017

Dear Vendors:

Once again our annual rodeo is fast approaching and it is time to apply for concession spaces. Please read the contract fully and if you have any questions call me at (209)614-5072.

When you arrive at the grounds, it will be necessary to check-in with Dan Vigil (209)614-5072 or Brian Vigil (209)581-2887.

Vendors will not be allowed on the rodeo grounds until your insurance coverage begins. For example, for set-up on Thursday your coverage must begin on Thursday. You must tear down and leave the premises while your insurance coverage is in force. For example, if you are leaving on Monday following the rodeo, your coverage must be in force on Monday.

The following items must be included with your contract:

*Remember to include your insurance coverage and Health Department forms for food vendors.

*Not for profits only, must include a list of workers, parents, and chair persons for each day of the event.

*All fees and paperwork are due by March 31st

Thank you for joining us at this year's rodeo. We are looking forward to a fun and busy event.

Sincerely,

Dan Vigil
(209)614-5072
Brian Vigil
(209)581-2887
Oakdale Saddle Club
Concessionaire's Chairperson

Oakdale Saddle Club Concessionaires Agreement

1. The **Oakdale Saddle Club** (hereinafter called OSC) grants the vendor a license for the period beginning 4/08/17 and ending 4/9/17 to sell on club grounds.
 - a. Location and Time:
 - i. The rodeo will be held from 1:00PM to 5:00PM (Approximate)
Friday, Saturday and Sunday
Slack Starts at 8am

The grounds are located at:

1624 East F Street Oakdale, California 95361

(East of town. The nearest cross street is Maag Avenue)

2. **Commercial vendors** will pay to the club:
 - a. \$200 for a 10x10 Space
 - b. \$300 for a 10x20 Space
 - c. \$400 for a 20x20 Space

Full Payment must be paid with the return of the agreement

3. **Non-Profit Vendors** will pay to the club:
 - a. 15% of Gross Sales
 - b. Percentages are due and must be paid before leaving the last day of rodeo.
4. **Vending:**

- a. A summary of all items to be displayed and offered for sale must be stated on the agreement form.

OSC reserves the right to require any vendor to remove from display and immediately cease selling or distributing any item that could be deemed inappropriate.

Prices for certain items will be set by the OSC. The vendor will be notified in advance of the required pricing.

Payment: Payment in full is required once vendor is approved. Please do not submit payment until approved by chairperson. Checks or money orders should be made out to the Oakdale Saddle Club and sent to PO Box 1436 Oakdale, California 95361.

Note: A \$50 service charge will be applied for all returned checks.

Deadline: All agreements must be received with full payment by March 31.

Those without full payment and a complete agreement will be denied and returned.

Electricity: Vendors provide their own electricity for concessions that require reliable service. This includes any extension cords. We do not guarantee electricity availability. If OSC provides electricity there will be a charge of up to \$50.

Placement: Vendors will be placed on a first-come first-serve basis, or at the discretion of the Chairperson. Vendor cancellation based on space assignment will not be grounds for a refund of fees.

5. **Indemnity:** Vendor agrees to indemnify and hold the Oakdale Saddle Club, its agents members, officers, and directors, and the property of the Oakdale Saddle Club including the property, free and harmless from any and all liability for injury to or death of any person, including vendor, and its employees, members, guests, and

agents, or for the damage arising from the use and occupancy of the property of the vendor or from the act or omission of any person or persons, including vendor, its employees, member, guests and agents, or the acts of any animals, in or about the property the expressed or implied consent of vendor.

6. Insurance:

- a. Vendor shall, at Vendor's own cost and expense, obtain and keep in force during the rental dates a broad form comprehensive coverage policy of public liability and property damage insurance issued by an insurance company acceptable to the club and authorized to issue liability insurance in California insuring vendor and the Club against any liability arising out of the use, occupancy or maintenance of the property and all other areas appurtenant thereto. Such insurance shall be in amount of not less than one million dollars (\$1,000,000) per occurrence. The limits of said insurance shall not however limit the liability of vendor hereunder.
- b. The inception and expiration date for this insurance shall include the event dates as well as all set-up and clean-up dates.
- c. Vendor shall, at Vendor's own cost and expense, obtained keep in force during the rental dates all necessary policies of worker's compensation coverage that may be required by applicable law.
- d. Vendor shall, deliver to the Oakdale Saddle Club a true and correct copy of each insurance policy required by this agreement or a certificate executed by the insurance company or companies or their authorized agent evidencing such policy or policies
- e. Vendor shall, name The Oakdale Saddle Club as an additional insured on the afore-mentioned policies of insurance held by Vendor.
- f. Vendor is responsible for all taxes involving sales. Vendor will furnish the OSC with a copy of their California Sellers Permit.

For compliance with county health codes, Food Vendors may be required to complete a special event uses permit and pay necessary fees through the Stanislaus County Department of Environmental Resources.

**Contact may be made through:
Department of Environmental Resources
3800 Cornucopia Way Ste. C
Modesto, Ca 95358-9492
(209)525-6700**

7. If vendor uses booths or building on OSC premises, vendor agrees to maintain booth(s) or building(s) in a clean and orderly condition and will be held responsible for all repairs, maintenance, or upkeep which may be required.
8. Vendors agree to conduct their business in an orderly and law-abiding manner, and to conform to any and all Federal, State and/or local laws and regulations.
9. Vendor shall be solely responsible for any personal property used. 24-Hour security will be on premises during this 3-day event starting Friday. The OSC assumes no liability for damaged or stolen property.
10. The granting of this license by the OSC is personal and exclusive. This license may not be transferred to any party whatsoever. No subletting, renting or allowing any other vendor, group, or organizations to share or use your rented space.

11. The OSC shall have the right to approve any facility used by a vendor and shall have the further right to designate the location of the facility.
12. Additional terms and conditions:
 - a. **No vehicles will be allowed inside the gates after 7:00A.M. Saturday and Sunday.**
 - b. Prices and foods for sale shall be approved by the OSC in advance. Ice will be available for purchase through the OSC Cook Shack Chairperson. No credit or tracking. Please notify me if you are going to need ice.
13. Admission Passes: The vendor area rental includes two (2) admission passes per space. Vendor must wear at all times his/her identification badge provided by the concession chairman. Any vendors without badge will have to pay admission into the rodeo grounds. The OSC Concession Chairman will supply two (2) complimentary parking passes. All other vehicles will have to pay for parking.
14. All signed agreements must be returned by March 31, to apply for your space. If a problem arises, contact the chairperson representing the OSC prior to the due date. The completion of this agreement does not guarantee a space.
15. **Fill out and mail the Contract Application form. You will be notified by phone if accepted.**

