

# Special Event Vendor Interest Form

The City of Moreno Valley Parks and Community Services Department (PCSD) is accepting interest forms from potential vendors for annual city-wide special events.

It is the goal of the City to avoid multiple vendors selling the same/similar items at the same event, however, there may be some exceptions to this rule.

The City of Moreno Valley will NOT provide electricity. This should be considered when establishing the item being sold. Vendors are responsible for setting up and breaking down their own booth space.

All booths are subject to the approval of the City of Moreno Valley Parks and Community Services Department. All interest forms will remain on file for at least one year from date of submission.

# If application is approved, the following items will be required:

- City of Moreno Valley Parks and Community Services Department Hold Harmless Waiver
- Health Permit Riverside County Health Department (food vendors only)
- City of Moreno Valley Business License
- Vendor Insurance (See attached for standard insurance requirements)

- 2A10BC fire extinguisher
- Class K fire extinguisher (food vendors only)
- Vendor Fee (cost varies by event) Refunds will not be granted

# Annual PCSD city-wide events include, but are not limited to the following:

(please check what events you are interested in)

Race Across Springto	Parade &FunFest		thfest Day of the Dead Snow Day & Tree Lighting
	MoVal Rocks & MoVal N		
	<u>ven</u>	dor Information	
lame:		Business Name:	
hone Number:		Email Address:	
.ddress:			
ity:		State:	_ Zip Code:
rief description of what y	ou are requesting	to sell:	
rief description of your se	et-up:		

#### **EXHIBIT A**

### STANDARD INSURANCE REQUIREMENTS

## Minimum Scope of Insurance

Coverage shall be at least as broad as:

- The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
- 2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).
- 3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
- 4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

#### Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:

\$1,000,000 per occurrence for bodily injury and property damage \$1,000,000 per occurrence for personal and advertising injury \$2,000,000 aggregate for products and completed operations \$2,000,000 general aggregate

2. Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage

3. Employer's Liability:

\$1,000,000 each accident for bodily injury \$1,000,000 disease each employee \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence \$2,000,000 policy aggregate

## <u>Umbrella or Excess Insurance</u>

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies.)

### **Deductibles and Self-Insured Retentions**

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

### **Other Insurance Provisions**

<u>The General Liability and Automobile Liability insurance policies</u> are to contain, or be endorsed to contain, the following provisions:

- 1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- 2. The coverage shall contain no special limitations on the scope of protection afforded to City. CSD. Housing Authority and each of their officers, officials, employees. agents and volunteers.
- 3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

<u>The Workers' Compensation insurance policy</u> is to contain. or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

<u>If the Professional Liability (Errors and Omissions) insurance policy</u> is written on a claims-made form:

- 1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant. Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
- 4. A copy of the claims reporting requirements must be submitted to City for review.
- 5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City. Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

# **Acceptability of Insurers**

<u>All policies of insurance</u> required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

# **Verification of Coverage**

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.