2014 MedicAlert Foundation Super Kids Health & Safety Fair
Saturday, September 27th, 10 a.m. to 2 p.m., 2323 Colorado Ave, Turlock

VENDOR PARTICIPATION FORM

1. Name of organization: ____________________________________________________________

2. Name of Contact: _________________________________________________________________

3. Address: ___________________________________________________________________________

4. Telephone # _______________________________ Fax #: _______________________________________

5. Email ______________________________________________________________________________

6. Topic or type of information to be displayed: _____________________________________________

7. Will you be offering an activity or incentive? (screening, drawing, etc.)  □ Yes  □ No

8. If yes, what type of activity or incentive? _________________________________________________

9. Total number of 10’x10’ spaces needed ________________________________________________

EVENT DETAILS

• No generators allowed except for screening vehicles with self contained units.
• Please bring your own pop-up tent, table and chairs for your booth. (These items will not be provided.)
• Vendor parking: Emanuel Hospital Cancer Center Parking lot located west of the MedicAlert Building.
• Early vendor set up: Friday, September 26th from 3:00pm to 7:00pm. (Security is provided.)
• Vendor set up: 7:00am to 9:00am on the day of the event.
• Fair is weather permitting.

INFORMATION NEEDED FROM YOUR ORGANIZATION

1. Insurance - All organizations and vendors will be required to provide a certificate of insurance in the amount of $1,000,000 naming MedicAlert Foundation Health & Safety Fair as additionally insured or signed waiver (Hold Harmless Agreement).

2. Liability and Security - MedicAlert Foundation will not be responsible for any losses of any kind. Whether by fire, theft, physical violence, elements of nature, or any other cause, however the origination. MedicAlert will provide security for the course of the event however; participants are responsible for their own merchandise and equipment, its protection and insurance.

This form and the above mentioned Certificate of Insurance or signed waiver must be submitted to Dwayne Harris at MedicAlert Foundation by (mail) 2323 Colorado Ave, Turlock, CA 95382 or (fax) 209-417-3743 or (email) dharris@medicalert.org by August 27th, 2014. If you have any questions concerning this event please contact Dwayne Harris at 209-669-4019.
FORCE MAJEURE: If the Event is terminated for any reason beyond the reasonable control of MEDICALERT FOUNDATION, including without limitation acts of God, war, strikes, labor disputes, accidents, governmental laws, ordinances, regulations, requisitions or restrictions, unavailability of facilities, lack of utilities, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, disruption to transportation, disaster, fire, earthquakes, severe weather conditions, epidemic or pandemic, or any other comparable calamity, casualty or condition, and MEDICALERT FOUNDATION is unable to fulfill its obligations under this Contract, MEDICALERT FOUNDATION may terminate this Contract without liability, and MEDICALERT FOUNDATION may retain the earned portion of donation required to recompense it for expenses and commitments incurred up to the time of terminating the Event. Any remaining unearned Costs will be returned to Sponsor.

Notwithstanding the foregoing, MEDICALERT FOUNDATION reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If MEDICALERT FOUNDATION changes the name of the Event, relocates the Event to another location within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to sponsor, but MEDICALERT FOUNDATION shall provide similar services that MEDICALERT FOUNDATION deems appropriate and Sponsor agrees under the terms of this Contract. If MEDICALERT FOUNDATION elects to cancel the Event other than for a reason previously described in this paragraph, MEDICALERT FOUNDATION shall refund to Sponsor Cost previously paid, in full satisfaction of all liabilities and obligations of MEDICALERT FOUNDATION to Sponsor.

INDEMNIFICATION: Sponsor will indemnify, defend (with legal counsel satisfactory to MEDICALERT FOUNDATION), and hold harmless MEDICALERT FOUNDATION and their respective directors, officers, members, employees, agents and representatives, against all claims, actions, demands, damages or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys’ fees, expert witness fees, and all other costs and charges in connection with, related to or arising out of Sponsor’s noncompliance with or breach of this Contract, the Rules and Regulations or the terms and conditions set forth in the Sponsor Services Manual, claims of property or personal injury caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise on the part of Sponsor or any of its directors, officers, employees, agents, representatives, guests or invitees, excluding liability caused by the sole negligence or willful misconduct of MEDICALERT FOUNDATION or its owners, directors, officers, employees, representatives and agents.

INSURANCE: As a condition for Sponsor’s right to participate in the Health and Safety Fair Event, Sponsor, at its own expense, is required to secure and maintain insurance as set forth herein throughout the duration of the Event. All such insurance shall be primary over any other valid and collectible insurance of Sponsor and shall be written on an occurrence basis. Claims-made policies are not acceptable and do not constitute compliance with Sponsor’s obligations under this Section.

The following insurance coverage is required: (a) Worker’s Compensation Insurance to the statutory limits; (b) Employer’s Liability Insurance with limits not less than $500,000 each accident; limits not less than $500,000 each occurrence aggregate any one occurrence, $500,000 coverage shall include contractual, copyright infringement, operation of mobile equipment, products and liquor liability (if applicable); (d) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of $500,000 per occurrence for $500,000 combined single limit.

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Hold Harmless - Waiver

By my signature on this document, I assume all liability from any cause whatsoever that may arise out of or in connection with my participation as a vendor or my volunteering to help with preparation for or helping on the day of the MedicAlert Foundation Super Kids Health and Safety Fair held on September 27, 2014 [hereinafter called “this nonprofit organization”], including but not limited to all liability from any cause whatsoever for personal injury or property damage; all liability from any cause whatsoever for contribution or indemnification; and all liability from any cause whatsoever that may arise out of, in connection with, or during the time of my volunteering or providing services for this nonprofit organization during this event.

I release and hold harmless this nonprofit organization, its directors, officers, employees, agents, volunteers, assigns, and successors [hereinafter, “the protected parties”] from all liability from any cause whatsoever as described above.

By this document, I assume all liability as described above that existed at the time of the execution of this document and all liability from that time forward into the future until such time as this nonprofit organization shall execute in writing a document revoking this document.

By this document, I release and hold harmless the protected parties from all liability from any cause whatsoever as described above that existed at the time of the execution of this document and all liability from that time forward into the future until such time as this nonprofit organization shall execute in writing a document revoking this document.

This document shall be given a liberal construction, with all ambiguities resolved in favor of the protected parties. If any provision of this document is deemed to be partially void, invalid, or unenforceable, that provision shall continue in full force and effect to the maximum extent permitted by law and all remaining provisions of this document shall continue in full force and effect. To the extent that any provision of this document is deemed to be completely void, invalid or unenforceable, that provision shall be severed from the remainder of this document and all remaining provisions of this document shall continue in full force and effect.

DATED: ________________________________________________________

Organization (Please Print): ________________________________________

Signature: ________________________________________________________

Print Name: ________________________________________________________