



ONE-TIME VENDOR AGREEMENT and CONDITIONS

Rodgers Hospitality Inc. "Fete The Venue" requires the following information to be considered for approval to do business at Fete The Venue. This information is required a minimum of 30 days prior to the event date.

Type of Business: _____

Company Name _____ Website: _____

Contact: _____ Phone #: _____

Client Name: _____ Date of event: _____ # of Guests: _____

Electrical Power Requirements: _____ Type of equipment: _____

Do you require a table? Yes / No Will you be using a ladder?: Yes / No **(FTV does not supply)**

_____ agrees to the following terms and conditions:

(vendor business name)

1. Vendor must provide certificate of liability insurance naming Fete The Venue and its employees and officers as additional insured with approved limits of liability (see attached).
2. Vendor is responsible for maintaining cleanliness throughout the event, leaving work areas in the same condition or better prior to arrival, clean all work tables and counter tops, sweep, take all delivery boxes, trash, and supplies with you (do not use on-site trash bins for your packaging trash), remove all supplies by the end of the night, and check out with venue manager prior to leaving.
3. All vendors/team members must park on the street 1 hour prior to client contracted event start time.
4. Vendor must supply enough staff to handle all set up within contracted time, ample trained professional staff for any servicing throughout event and for cleanup that must be completed by the client contracted venue closing time.
5. Report immediately to the venue manager anyone that is hostile, intoxicated, ill, or anything that would require assistance or special attention.
6. Any power/electrical cords must be taped to flooring (Gaffers tape only, FTV does not supply tape)
7. Professionalism - conduct yourself and team members professionally at all times.

If any of the above agreements or conditions are not followed or met, Vendor will be asked to leave and will forfeit their rights to do future events at Fete The Venue and the client may lose security deposit due to any damages, cleaning fees, or additional hours.

Agreed to By:

Company: _____ Signature _____

Client Name: _____ Signature _____

Office Use Only

Approved By: (Name) _____ Date: _____



3101 Red Hill Ave.
Costa Mesa, CA 92626
657-900-2077



Insurance and Indemnity Agreement Requirements (Attachment #A)

Sub-Contractor Insurance.

During the Term, Sub-Contractor shall maintain at its sole cost and expense, procure and maintain the following insurance policies:

- 1) **A Policy of Primary Commercial General Liability Insurance** covering the Insured (Sub-Contractor) against claims of Bodily Injury, Property Damage, Persona Injury & Advertising Injury on or about the Premises, Premises and Operations, Products and Completed Operations, and insuring Contractual Liability (Including Performance/Services Rendered by Sub-Contractor of its indemnity Agreement under this Contract); shall have commercially reasonable deductibles, shall be written with the following limits:

General Liability Limits shall be not less than the below indicated limits:

- | | | | |
|------|--------------------------------|--------------|----------------------------|
| I) | Bodily Injury/Property Damage: | \$1,000,000 | Each Occurrence |
| | | \$2,000,000 | General Annual Aggregate * |
| | | *Per Project | Aggregate required |
| II) | Products/Completed Operations: | \$2,000,000 | Aggregate |
| III) | Personal & Advertising Injury: | \$1,000,000 | |

Umbrella Liability

- | | |
|-------------|-----------------|
| \$2,000,000 | Each Occurrence |
| \$2,000,000 | Aggregate Limit |

Automobile Liability Insurance, including coverage for Owned, Hired & Non-Owned Automobiles. The limits of Liability shall be not less than:

- | | |
|-------------|--|
| \$1,000,000 | Combined Single Limit Each Accident/Property Damager |
|-------------|--|

Workers Compensation Insurance, shall be not less than:

- | | |
|-------------|-----------------------|
| \$1,000,000 | Each Accident Limit |
| \$1,000,000 | Disease Policy Limit |
| \$1,000,000 | Disease Each Employer |

- a) All Insurance under this paragraph shall be with reputable insurers licensed to do business in the State, shall have commercially reasonable deductibles, and shall name Rodgers Hospitality, Inc., dba: Fete, the venue as an **Additional Insured with Primary and Non-Contributory**.



3101 Red Hill Avenue
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657.900.2077 | fetethevenue.com
info@fetethevenue.com

b) Waiver of Subrogation

Insured (Sub-Contractor) waives all rights against Rodgers Hospitality, Inc., dba: Fete, the venue, and its employees, for recovery of damages to the extent such damages are covered by the Commercial General Liability, Commercial Auto Liability and Workers Compensation Insurance required of Insured (Sub-Contractor). Contractor & Sub-Contractor waive all rights against each other and against all other Sub-Contractors for losses for Bodily Injury or damage to Property to the extent covered by any other insurance applicable to the contracted work, except such rights as they may have to the proceeds of such insurance. Copies of General Liability, Automobile Liability and Worker’s Compensation Waiver of Subrogation Endorsements shall be provided to the Contractor along with the Certificates of Insurance required by Section 1.

2) Maintenance/Cancellation of Insurance

There shall be no cancellation or reduction of coverage of any required insurance without unqualified, thirty (30) day, prior written notice to Contractor (Rodgers Hospitality, Inc., dba: Fete, the venue. Such notice may be sent by Sub-Contractor’s insurance carrier, insurance broker, or Sub-Contractor.

Agreed to By:

Company: _____ Signature _____

(representative)

Client Name: _____ Signature _____

Office Use Only

Approved By: (Name) _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HMBD Insurance Services, Inc. 3633 East Broadway, Suite 200 Long Beach CA 90803-6035		CONTACT NAME: Kiyomi Toma PHONE (A/C, No, Ext): (562) 439-9731 E-MAIL ADDRESS: Ktoma@hmbd.com FAX (A/C, No): (562) 439-4453	
INSURED Rodgers Hospitality, Inc., DBA: Fete the Venue 218 S. Magnolia Ave. Anaheim CA 92804		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Prop. Cas. Ins. Co. NAIC # 36161 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17-18 GL/BA/UMB REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Personal Prop						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Rodgers Hospitality, Inc., dba: Fete the venue and its employees and officers as an Additional Insured/Primary and Non-Contributory and Waiver of Subrogation as respects the General Liability Policy Per Blanket Additional Endorsement, per written contract agreement.

CERTIFICATE HOLDER Rodgers Hospitality, Inc. dba: Fete, the venue 218 S. Magnolia Ave. Anaheim, CA 92804	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T England, CIC/KIYTOM
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Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on August 4, 2021, by and between Rodgers Hospitality Inc. dba: Fete the Venue of 3101 Red Hill Ave. Costa Mesa, CA 92626, and

_____ (vendor business name)

_____ (vendor business address)

are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, _____ (vendor business name) desires to hold harmless Rodgers Hospitality dba: Fete the Venue from any claims and/or litigation arising out of _____ (vendor business name) actions in connection with the delivery, installation, and any injuries sustained during their work performance on the property located at 3101 Red Hill Ave., Costa Mesa CA 92626.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, both hereby agree as follows:

TERMS

1. Hold Harmless.

_____ (vendor business name) shall fully defend, indemnify, and hold harmless Rodgers Hospitality Inc. dba: Fete the Venue from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of _____ (vendor business name), its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Rodgers Hospitality Inc. dba: Fete the Venue by _____ (vendor business name), for all legal fees, expenses, and costs incurred by it.

2. Authority to Enter Agreement.

Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver.

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service is voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.



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5. Attorneys' Fees and Costs.

If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event, that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. Entire Agreement.

This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. Enforceability, Severability, and Reformation.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under state law. In the event, that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under state] law.

8. Applicable Law.

This Agreement shall be governed exclusively by the laws of California, County of Orange, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction.

Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of California, County of Orange. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures.

This Agreement shall be signed on behalf of Rodgers Hospitality Inc. dba: Fete the Venue by Kristina Rodgers, and on behalf of _____ (vendor business name), and effective as of the date first written above.

Sign: _____ Date: _____

Print Name: _____

Rodgers Hospitality Inc. dba: Fete the Venue

Sign: _____ Date: _____
[Kristina Rodgers]



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