



Summerfest Food Vendor Contract
June 18 – June 21, 2026



**CITY OF FOUNTAIN VALLEY - SUMMERFEST
PROFESSIONAL SERVICE AGREEMENT**

This PROFESSIONAL SERVICE AGREEMENT (“AGREEMENT”), is made and effective as of _____, between the Fountain Valley Community Foundation hereinafter referred to as “Agency”, A California Nonprofit and _____, [a sole proprietorship] (“Contractor”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on June 18, 2026 and shall remain and continue in effect until June 21, 2026 but in no event later than June 21, 2026 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONTRACTOR shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONTRACTOR shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

III. PERFORMANCE

CONTRACTOR shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONTRACTOR hereunder in meeting its obligations under this AGREEMENT.

IV. AGENCY MANAGEMENT

Agency’s Community Services Director shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONTRACTOR, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONTRACTOR.

V. PAYMENT

AGENCY will be responsible for all payments outlined in Exhibit B.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise.

B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY.

VII. OWNERSHIP OF DOCUMENTS

A. CONTRACTOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONTRACTOR shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. CONTRACTOR shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records.

VIII. INDEMNIFICATION

A. Indemnity for professional liability

CONTRACTOR shall indemnify, protect, defend and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or subcontractor (or any agency or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

B. Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless AGENCY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONTRACTOR or by any individual or AGENCY for which CONTRACTOR is legally liable, including but not limited to officers, agents, employees or subcontractors of CONTRACTOR.

C. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONTRACTOR shall have an immediate duty to defend the AGENCY at CONTRACTOR cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers, employees, or agents, CONTRACTOR will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. CONTRACTOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

IX. INSURANCE

CONTRACTOR shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

X. INDEPENDENT CONSULTANT

CONTRACTOR is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONTRACTOR shall at all times be under CONTRACTOR exclusive direction and control.

XI. LEGAL RESPONSIBILITIES

The CONTRACTOR shall keep itself informed of County, State, and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONTRACTOR shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this Section.

XII. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) digital communication, email to official Agency email address, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY: FOUNTAINVALLEY COMMUNITY FOUNDATION
10200 SLATER AVE.
FOUNTAIN VALLEY CA, 92708
Attention: Rob Frizzelle
Rob.Frizzelle@fountainvalley.gov

To CONSULTANT: _____

XIII. ASSIGNMENT

The CONTRACTOR shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONTRACTOR shall perform the services described in this AGREEMENT.

XIV. LICENSES

At all times during the term of this AGREEMENT, CONTRACTOR shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XV. GOVERNING LAW

The AGENCY and CONTRACTOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XVI. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XVII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONTRACTOR warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONTRACTOR

By: _____
(Signature)

(Typed/Written Name)

(Title)

Date

Fountain Valley Community Foundation
A California Non-Profit Organization

Agency President or Signatory

Date

Attachments:	Exhibit A	Tasks To Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Consultant's Proposal

EXHIBIT A

TASKS TO BE PERFORMED BY CONTRACTOR

1. Contractor will complete the application for a Temporary Food Facility Permit and submit to the Summerfest Committee representative
2. Contractor will set up food booth on Thursday, June 18th as to be ready for inspection and final approval by both the OC Health Department and the Fountain Valley Fire Department at 2pm.
3. Contractor will operate food booth during all four days of the event. Food booths should be ready to sell to customers at the start of the event each day and should not close until the end of the event each day.

Hours for the event are:

Thursday	3:00 - 10:00 PM
Friday	5:00 - 11:00 PM
Saturday	3:00 - 11:00 PM
Sunday	2:00 – 8:00 PM

4. All trash and waste in and around the food booth will be the responsibility of the Contractor. Contractor is responsible for bringing their own trash cans and liners.
5. Contractor will break down food booth at the end of the event on Sunday, June 21, 2026. Support vehicles will not be allowed on the field until 8:30pm on Sunday night. Contractors are responsible for all trash and debris in their food booth area.

“AGENCY” SUMMERFEST WILL PROVIDE

1. Summerfest will provide a 3 basin sink for washing dishes.
2. Contractor is responsible for trash collection and disposal in and around their food booth during the event. Organic waste collection bins will be available a required for organic waste.
3. Summerfest will provide electricity.
4. Summerfest CAN provide additional items but they are associated with additional fees. If you are interested in renting a food tent, tables, chairs, etc., please arrange with the Summerfest liaison Tammy Tipple. All additional rental requests must be made by June 10. Payment for all additional rental items will be due on Thursday, June 18, 2026.
5. Summerfest will provide overnight security starting Thursday, June 18.

EXHIBIT B
PAYMENT SCHEDULE

1. The total rental fee (total due minus any deposit) is due by Thursday, June 1, 2026.

2. Rental Space Rates:

All spaces will be 20 feet deep. Contractors will choose between 10 foot frontage and 20 foot frontage. There are a limited number of 20 foot spaces available.

3. Card Service Fee:

A 3.5% Service Fee will be applied to all card transactions through the Fountain Valley Community Foundation.

10 foot frontage \$1,300.00

20 foot frontage \$1,900.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation insurance (If Applicable). CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Proof of insurance. CONTRACTOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Timely notice of claims. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

EXHIBIT D

CONSULTANT'S PROPOSAL

1. Contractor shall provide a sample menu with prices.