

CARNIVAL/FIESTA EVENT AGREEMENT

This Agreement is entered into by and between _____ (“Company”) and _____ (“Location”) with respect to the Carnival/Fiesta event _____ (“Event”) to be held on _____ at _____.

Location hereby agrees to engage Company to conduct and operate on Location premises an Event on the dates specified above and to provide the necessary and qualified personnel and appropriate and safe attractions, rides and/or equipment for the Event as specified in this Agreement and any incorporated attachment or exhibit.

GENERAL TERMS AND CONDITIONS

1. To the fullest extent permitted by law, Company shall indemnify, defend and hold harmless Location, the Roman Catholic Archbishop of Los Angeles, a corporation sole, and the Archdiocese of Los Angeles Education & Welfare Corporation, a non-profit religious corporation, their agents, volunteers, officers, directors and employees (“Indemnified Parties”), from and against any and all claims, damages, losses and expenses, including but not limited to attorneys’ fees and expert costs and fees, arising out of or resulting from the equipment provided by Company, the performance by Company of this Agreement, or the breach of any term, warranty or representation expressed herein by Company, including any such claims, damages, loss or expense attributable to bodily injury, sickness, disease or death to any person, including employees of Indemnified Parties, or to injury to or destruction of real or personal property, including loss of use resulting there from, to the extent caused in whole or in part by any acts or omissions of Company, its agents, drivers, employees, subcontractors or representatives, and anyone for whose acts Company may be liable, whether or not such claims are based upon the active or passive negligence of Indemnified Parties, except that Company shall not be required to indemnify Indemnified Parties against a claim or loss arising from the sole negligence or willful misconduct of Indemnified Parties.
2. During the entire term of this Agreement, Company, at its sole cost and expense, shall obtain and keep in force policies of general liability insurance with a carrier admitted in the State of California, insuring Company against any liability arising out of any act, omission, or alleged act or omission of Company, or any of its officers, directors, licensees, operators, drivers, employees, agents and independent contractors, including but not limited to property damage, including loss of use, and personal or bodily injury. The amount of such insurance shall be not less than Five Million Dollars (\$5,000,000.00) per occurrence. Location, The Roman Catholic Archbishop of Los Angeles, a corporation sole and the Archdiocese of Los Angeles Education & Welfare Corporation (“Insured Parties”) shall be named as additional insureds under the general liability policy described above which said policy shall be so specifically endorsed. Company shall also maintain Workers Compensation insurance as required by the State of California. All insurance required to be obtained by Company pursuant to this Agreement shall be primary over any other insurance available to Insured Parties and any insurance available to Insured Parties shall be excess and noncontributing with respect to insurance required to be obtained by Company. Said policies shall be specifically endorsed to provide a waiver of subrogation as against Insured Parties. Certificates of Insurance and Additional Insured Endorsements are to be filed with Location prior to commencement of any services pursuant to this Agreement.



3. Company is to provide uniformed operators for all rides as necessary, safe and appropriate. Company shall be responsible for all safety inspections of rides and equipment and hereby certifies that all rides and equipment comply with all applicable Federal, State and local laws and ordinances and manufacturers specifications. Company certifies that the location, placement and set up of all attractions, rides and equipment on Location premises complies with all manufacturer specifications and are safe for their intended purpose and use. To the extent training or instruction is necessary or recommended for the safe operation of the attractions, rides and equipment, Company agrees to provide such training and instruction to Location.
4. Nothing in this Agreement shall be construed to create an agency, partnership, employment or joint venture relationship between the parties. All employees, agents, contractors, subcontractors and operators of Company shall at all times remain employees and agents of Company, subject to the exclusive control, supervision and direction of Company and shall not be considered agents or employees of Location.
5. Company shall maintain the cleanliness and good repair of the Location premises occupied by its attractions, rides and equipment and will reimburse Location for any expenses incurred in cleaning and/or repair of any damages to the premises caused by Company.
6. Company shall have sole responsibility for ensuring its compliance with all laws, regulations, judicial or administrative orders and ordinances governing its conduct and the conduct of its employees, agents, operators, drivers, and representatives, including but not limited to laws governing Company with respect to licensing and permitting of its activities, contact with minors, background checks, fingerprinting or otherwise allowing any conduct or activity on the premises of the Location or in the presence of minors. Company shall not permit any individual convicted of a sexual, violent or property crime to work on Location premises. All employees shall be well groomed and shall conduct themselves with respect for the values and standards of the Location. In addition to any indemnity provided by section (1) of this Agreement, Company shall indemnify and hold harmless the Location against any claims, loss, cost, expense (including attorney's fees and expenses), damage or action arising from any failure to comply with these obligations.
7. Jurisdiction and venue of any and all disputes arising out of this Agreement shall be in in the State of California, in the County in which the Location is located. This Agreement shall be governed by the laws of the State of California.
8. The terms and conditions of any attachment or exhibit are incorporated into this Agreement in full, but in the event of any inconsistency between the terms and conditions of this Agreement and any attachment or exhibit, the terms and conditions of this Agreement shall control.
9. This Agreement is the entire agreement between the parties with respect to the products and services provided hereunder and supersedes all prior agreements, proposals, or understandings, whether written or oral. This Agreement may not be amended except by a subsequent written agreement signed by the authorized representatives of both parties.

Date: _____

Location: _____ Company: _____

By: _____ By: _____



**CARNIVAL/FIESTA EVENT
ATTACHMENT A**

1. HOURS:

Company and Location agree to the following hours of set-up, operation and teardown/removal:

Set-up: _____

Operating Dates/Hours: _____

Teardown/Removal: _____

2. LOCATION(S) OF ATTRACTIONS, RIDES AND EQUIPMENT:

Company shall set up attractions, rides and booths at the following specific locations:

The location must be ready for occupancy _____ days/hours prior to opening.

3. REVENUES:

Financial provisions are as follows:

Audit: Both parties agree that all financial activity is open to audit.

4. EQUIPMENT/SERVICES:

Company agrees to furnish the following clean, operational, quality attractions, rides and equipment with current State of California certifications and services:

5. TICKETS:

Tickets will be provided by Company and sold by _____ Company _____ Location

Presale Dates, Items and Cost: _____

Onsite sales Items and Cost: _____

_____ Location _____ Company will supply ticket sellers.

Settlement of all ticket sales shall be paid at the conclusion of the Event.

6. PROMOTIONS, MARKETING AND ADVERTISING:



7. SECURITY:

Police/security personnel necessary to ensure safety and order will be arranged and paid for by:

8. LICENSES AND PERMITS:

The Location shall be responsible for obtaining the following licenses/permits:

Company shall be responsible for obtaining the following licenses/permits:

9. RESTROOMS:

_____ Location shall provide restrooms for Company employees.

_____ Company shall provide portable restrooms for its employees.

Dated _____

Location
By: _____

Company
By: _____

