



City of Torrance
 Community Services Department
 CULTURAL SERVICES DIVISION
 "Creating & Enriching Community through People, Parks & Programs"



Application for Food Demonstration Booth

Representative Name: _____ Phone: _____

Business Name: _____ Email: _____

Mailing Address: _____

City: _____ Zip Code: _____

Please indicate which day of the Torrance Farmers' Market you would like to participate and fill in date(s) you would like to attend. Reservations are limited to one Tuesday and one Saturday per month:

Tuesday, 8 am – 1 pm

Saturday, 8 am to 1 pm

Requested date of reservation:

Requested date of reservation:

1st choice _____

1st choice _____

2nd choice _____

2nd choice _____

By completing this application, I request permission to distribute nutrition education at the Torrance Certified Farmers' Market on the dates listed above. I will only provide food demonstrations using Market produce and/or food (chicken, beef, etc.) purchased at the Farmers' Market. I will not hand out flyers or pamphlets of any kind for advertising/marketing, or use any audio/visual equipment. I agree to abide by all rules, laws, codes and regulations established for the operation of the Farmers' Market.

I shall indemnify, defend and hold harmless the City of Torrance, Torrance Certified Farmers' Market, and its officers, directors, agents, employees and volunteers, from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim of suit, arising from or in any connected to the acts, errors or omissions of the Food Demonstrator, its agents and/or employees in connection with Chef's participation in the Torrance Certified Farmers' Market.

Signature of Applicant: _____

Date: _____

For City of Torrance Use Only:

DATE RECEIVED: _____

TIME RECEIVED: _____

INITIALS: _____

**RULES FOR PARTICIPATION IN THE
TORRANCE CERTIFIED FARMERS' MARKET
FOOD DEMONSTRATION BOOTH**

1. **FOOD DEMONSTRATORS** — Individuals such as chefs, restaurant owners, or food-interested individuals are allowed in a designated area of the Market for food demonstration. The purpose of the Food Demonstration Booth is to educate Torrance Farmers' Market customers on cooking/preparing produce available at the Market.

Admission of Food Demonstrators will be considered for participation in the Market by the Market Manager, subject to the conditions listed in subsections a.-h below. Prospective Food Demonstrators will be asked to complete an application, which will include the activity desired to be conducted at the Market. Advance approval by the applicant with the Farmers' Market Manager is required before setting up inside the Farmers' Market. Activities that can take place in this area include information sharing, food preparation, and food sampling.

- a. Applications will be accepted up to the last business day, two weeks prior, to the day of the Market you want to set up.
- b. Applications for Food Demonstration spaces will be accepted on a first come first serve basis, and will be date and time stamped upon receipt. Applications can be sent electronically (including via e-mail and facsimile transmission), through the U.S. mail, or hand delivered.
- c. Applicants for Food Demonstration spaces will be required to select not more than one Saturday Market day and one Tuesday Market day for the appropriate month and list the Market days in which they are interested, in order of preference.
- d. The Market Manager will fill Food Demonstration spaces on a first come-first served basis, according to the applicant's schedule preferences. If there are more applicants than spaces available, no wait list will be established.
- e. The Market Manager will notify Food Demonstration applicants, one week prior, to the day of the Market the demonstrator wants to set up, or as soon as administratively possible of the status of their applications.
- f. Farmers' Market will provide a canopy and tables. Any specialty or specific kitchen equipment needs such as, cooking equipment and supplies, floor coverings, grease catchers, extension cords, chairs, eating utensils, serving utensils, napkins, plates, cups, sunshades, decorations, price list, signs, etcetera, shall be provided by Food Demonstrator.
- g. The Market will fulfill ingredients needed for the cooking demonstration that are available ONLY at the Market. You are encouraged to source as many ingredients as possible from the Market farmers because the intention of the demonstrations are to encourage freshness and sourcing of local food.

Please submit a list of ingredients to Market Management by 6:00 p.m. on the Wednesday before the Saturday Market and on Monday at 6:00 p.m. before the Tuesday Market.

- h. Demonstration times are from 10:00 a.m. to 12:00 p.m. Exhibitor shall set up and operate each Demonstration at its own cost and in compliance with the Torrance Farmers Market guidelines. Each Demonstration, Contractor will comply with all applicable safety codes, laws and regulations. While on the Premises, Contractor will adhere to all Torrance Farmers Market policies and safety requirements.
- i. The Market requires Food Demonstrator to hold permits required by Los Angeles County Department of Public Health, and whereby all food items prepared by Food Demonstrator shall be prepared and served in accordance with the applicable rules and regulations of the Los Angeles County Department of Public Health. The permits

required are as follows:

- 1) Los Angeles County Food Demonstration (sampling only) Permit.
 - 2) Los Angeles County Food Handler Permit
- j. No money transactions, flyers or pamphlets of any kind for advertising/marketing, or use of any audio/visual equipment will be allowed at the Food Demonstration Booth.
- k. The Code of Conduct shall be adhered to inside the Farmers' Market perimeter. Cooking Demonstrators must conduct themselves in a safe and courteous manner. The Farmers' Market Code of Conduct is stated below, per Farmers' Market Rules and Regulations:

It shall be unlawful for any person to make, produce, maintain, cause or permit to be made any noises or sounds in such manner so as to unreasonably disturb the peace, quiet and comfort of persons of normal sensitivity within the area of audibility or which are so harsh or prolonged or unnatural or unusual in their use, time or place as to cause physical discomfort to any person of normal sensitivity within the area of audibility.

Release and Indemnity Agreement

In consideration for a direct or indirect affiliate of Torrance Farmers Market (**City of Torrance Farmers Market**) agreeing to a food demonstration (the "Demonstration") at Torrance Farmers Market, Demonstrator agrees as follows:

1. **Assumption of Risk.** Demonstrator acknowledges the hazards, dangers, and risks that may be associated with the Demonstration, including, but not limited to: (a) loss or damage to personal property; (b) injury or death; (c) physical exertion; (d) acts of terrorism; and (e) emotional or psychological stress, among others. Contractor understands, accepts, and expressly assumes those hazards, dangers, and risks.
2. **Release.** Demonstrator, both on behalf of Demonstrator and any person claiming by, through or under Contractor, to the fullest extent permitted by law, releases, acquits and forever discharges Torrance Farmers Market and each of their shareholders, members, managers, officers, directors, employees, contractors, customers, and other representatives (collectively, the "Released Parties") from any and all actions and causes of action, losses, liabilities, claims, damages, including incidental, special, punitive or consequential damages, loss or injuries to earnings or goodwill, judgments, executions, obligations, fees and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether existing or arising in the future, in any way directly or indirectly arising out of or in any way connected to the Demonstration. **DEMONSTRATOR ACKNOWLEDGES THAT THIS SECTION APPLIES EVEN IF NEGLIGENCE, GROSS NEGLIGENCE OR OTHER WRONGFUL CONDUCT, INTENTIONAL OR OTHERWISE, OF ANY KIND MAY BE INVOLVED, INCLUDING NEGLIGENCE OR OTHER WRONGFUL CONDUCT ON THE PART OF ANY OF THE RELEASED PARTIES.** It is also understood that the Torrance Farmers Market does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage. **Indemnification.** Demonstrator will indemnify, protect, defend and hold harmless the Released Parties from any and all losses, liabilities, claims, damages, penalties, fines, judgments, awards, settlements, costs, fees, expenses (including, without limitation, reasonable attorneys' fees) and disbursements, that may arise out of or in connection with any act or omission by Demonstrator or Demonstrator's employees, agents, servants or representatives in connection with the Demonstration. **THE INDEMNIFICATION PROVIDED HEREIN IS APPLICABLE WHETHER OR NOT SOLE, CONCURRENT OR JOINT NEGLIGENCE OF**

ANY RELEASED PARTY IS ALLEGED OR PROVEN.

3. **Insurance.** Demonstrator shall provide Torrance Farmers Market with a Certificate of Insurance demonstrating the required insurance coverage prior to performing services at Torrance Farmers Market. Demonstrator is required to maintain the required insurance coverage while performing any services for Torrance Farmers Market.

For further information please contact:

Joyce Chan
City of Torrance
Farmers' Market Manager
310/781-7520
JChan@TorranceCA.gov