



**SOMO VILLAGE EVENT CENTER**  
**FOOD VENDOR CONCESSION AGREEMENT**

**This signed agreement along with submission of certificates of insurance are required as a food vendor at SOMO Village.**

Event Date: \_\_\_\_\_ Event Name: \_\_\_\_\_  
Applicant's name: \_\_\_\_\_ Website: \_\_\_\_\_  
Business name: \_\_\_\_\_ Business phone: \_\_\_\_\_  
Mailing address: \_\_\_\_\_ Cell phone: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Business license #: \_\_\_\_\_ Seller's permit #: \_\_\_\_\_  
Types of products you plan to sell: \_\_\_\_\_

**NOTE: Your booth must be self-sufficient and you must provide your own power, extension cords and lights.**

- *Completed applications and booth fees must be submitted to Sally Tomatoes, 1100 Valley House Dr. Rohnert Park, CA, 94928. Email [info@sallytomatoes.com](mailto:info@sallytomatoes.com), phone: 707-665-9472. Note, vendors are not permitted to sell beverages of any type.*
- *Insurance requirements are available from SOMO Village. Please contact: Adam Loria, phone: 707-665-2891 or email [events@somoliving.com](mailto:events@somoliving.com)*

**CERTIFICATE OF INSURANCE REQUIREMENTS (required for all vendors)**

All contractors, sub-contractors and others performing work on buildings or improvements or conducting activities in the buildings or on property owned by Sonoma Mountain Village, LLC, Coddling Enterprises and KDRP, LLC must provide Property Management with certificates of insurance prior to commencing work or activity.

Certificates of liability insurance must name **Sonoma Mountain Village LLC, Coddling Enterprises, and KDRP, LLC as additional insured on all policies with an Additional Insured Endorsement attached to the certificate.**

Each contractor or sub-contractor and others performing work or activities at the property shall be covered by insurance obtained and maintained at the contractor's sole cost and expense in amounts not less than the following:

1. Workers' Compensation – Coverage provided shall comply with the laws and regulations of the state of California. Sonoma Mountain Village LLC, Coddling Enterprises, and KDRP, LLC shall be named additional insured and is to include a waiver of subrogation in favor of Sonoma Mountain Village LLC, Coddling Enterprises, and KDRP LLC - Statutory Amount; Employer's Liability - \$1,000,000.

ONE PLANET. ONE PLACE.

2. Commercial General Liability - Bodily injury/property damage – per occurrence limit of not less than \$1,000,000.00 with aggregate limit of not less than \$2,000,000.00. Aggregate limit shall apply per project. Sonoma Mountain Village LLC, Codding Enterprises and KDRP LLC shall be named additional insured and is to include primary wording and a waiver of subrogation in favor of Sonoma Mountain Village LLC, Codding Enterprises and KDRP, LLC. The policy shall be endorsed to stipulate that the insurance afforded such additional insured shall apply as primary insurance and that any other insurance carried by Sonoma Mountain Village LLC, Codding Enterprises and KDRP, LLC shall be excess only and shall not contribute with this insurance.
3. Automobile Liability – Bodily injury/property damage - combined single limit of not less than \$1,000,000.00 per occurrence. Sonoma Mountain Village LLC, Codding Enterprises and KDRP, LLC shall be named additional insured and is to include a waiver of subrogation in favor of Sonoma Mountain Village LLC, Codding Enterprises and KDRP, LLC.

Certificate should be sent to: SOMO Village, PO Box 7087, Cotati, CA 94931 or by fax to 707-665- 2882 or by email to [events@somoliving.com](mailto:events@somoliving.com). Insurance Questions? Please call Adam: 707-795-3550.

#### Hold Harmless Agreement

A. THE UNDERSIGNED AGREES THAT in consideration of Codding Enterprises, a California limited partnership, allowing the undersigned to come upon the premises of **Sonoma Mountain Village**, located in Rohnert Park (hereinafter called "Development"), neither Sonoma Mountain Village, LLC, and KDRP, LLC, its employees and agents, nor any tenant operating in the Development, nor any other party who has an ownership interest in the Development, shall be liable for any damage to persons or property or loss of life caused by any act or omission of the undersigned which occurs during the time the undersigned is upon the premises or using the Development. Neither shall Sonoma Mountain Village, LLC, and KDRP, LLC, its employees and agents, any tenant operating in the Development, or any other party who has an ownership interest in the Development, be liable to the undersigned for any damage to persons or property or loss of life caused by any act or omission of said parties.

B. THE UNDERSIGNED FURTHER AGREES THAT it will indemnify and save harmless Sonoma Mountain Village, LLC, and KDRP, LLC, its employees and agents, any tenant of the Development, and any other party who has an ownership interest in the Development, from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and property damage occurring on or about the Development, and arising from any act or omission of the undersigned, during the period in which the undersigned is preparing for, conducting or terminating the below mentioned event. Should Sonoma Mountain Village, LLC, and/or KDRP, LLC, its employees and agents, any tenant of the Development, or any other party who has an ownership interest in the Development be made a party to any litigation commenced against the undersigned, the undersigned shall protect and hold harmless Sonoma Mountain Village, LLC, and/or KDRP, LLC, its employees and agents, any tenant of the Development, and any other

party who has an ownership interest in the Development and shall pay all costs, expenses and reasonable attorney's fees incurred in connection with such litigation.

C. THE UNDERSIGNED FURTHER ACKNOWLEDGES AND AGREES THAT Sonoma Mountain Village, LLC, and KDRP, LLC, shall not be liable to the undersigned for any damage to, destruction of, or theft of, property of the undersigned. Further, no property of the undersigned shall at any time be deemed to be in the care, custody, or control of Sonoma Mountain Village, LLC, and/or KDRP, LLC, or its agents, or any other party other than the undersigned. Additionally, the undersigned further agrees that its property will be removed from the premises on the earlier of the last date indicated below or no later than three (3) days after receipt of written notice from management.

**Please list employees that will be working at this event:**

This list will be given to security so vendor employees can be properly welcomed into the property.

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**I have carefully read this Waiver and Release and fully understand its contents. By my signature below, I consent and agree to the terms of this Agreement of non-liability and indemnification.**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_