



COMMUNITY SERVICES Irvine Animal Care Center

2017 SUPER PET ADOPTION Rules and Regulations

"Contractor" refers to any Super Pet Adoption sponsor, vendor, rescue, shelter or exhibitor.

REGISTRATION AND LOADING

- Submittal of the Super Pet Adoption Reservation Form does not guarantee Contractor participation. The City of Irvine retains the right to accept or reject applications based on appropriateness, availability, duplication of service and/or other relevant criteria. No refunds for accepted applications.
- Completed applications are considered in the order received.
- The Super Pet Adoption event will take place rain or shine.
- Only Vendor Contractors may sell merchandise. A California Seller's Permit is required and must be displayed. Information on obtaining a Seller's Permit is available at boe.ca.gov/sutax/faqseller.htm. A one-time Irvine Business License is provided.
- Only approved food vendors may sell or distribute food.
- Contractors must set-up, operate and clean the booth provided, remove all items and discard all trash.
- Contractors must provide all materials needed to complete adoptions and/or sales. The use of the Center's phone, fax and/or photocopy machine will not be allowed in the Center office.
- Loading and unloading is allowed in designated areas only. Load in and load out times will be given prior to the event. Drivers *must* remain with their vehicles at *all times*.
- Booth spaces are 10'x10' each. Space is not guaranteed between booths. Walkways must remain clear. Contractor may not extend tables, chairs, crates, animals, or other items into the common area.
- All booths are located outdoors.
- By submitting an application, Contractor grants permission to the City of Irvine and its designees, licensees or affiliates the unlimited right to produce, publish, post on website, exhibit and otherwise make use of photographs and videos of applicant performers, affiliates, volunteers and booth/exhibit contents for any publicity, promotional and other non-commercial purpose without compensation, attribution or further consent.
- One-time Event insurance coverage is provided by the City. Contractor is encouraged to maintain Liability Insurance.

ANIMAL WELFARE

- ***The Super Pet Adoption event is intended for the adoption, not sale, of animals.***
- Contractor must provide adequate staffing/volunteers for animals. Animals are not to be left unattended at any time. Animals should not be left with Center Event Volunteers.

- All dogs, cats and rabbits *must* be spayed or neutered and be current on vaccinations, appropriate to age.
- All animals *must* wear identification associating them to your group.
- Sick or aggressive animals *are not* allowed.
- Veterinary care is not available. It is Contractor's responsibility to determine in the event animals need veterinary care.
- Dogs are not allowed to be locked in crates all day. Contractor must provide leashes and x-pens for exercise, and adequate personnel for this purpose.
- Contractor must provide adequate shade and water for all animals. Contractor must bring all food, water and bowls.
- Contractor is responsible for the removal of all pet waste.
- Only experienced animal handlers should handle animals.
- Contractor must provide adequate crates. Animals must be able to fully stand and completely rotate within crate.
- Contractor must provide leashes for their animals.
- Animals allowed per 10' x 10' booth space are as follows:
 - Adult cats - 15 per booth space
 - Kittens - 20 per booth space
 - Adult dogs (small breed) - 15 per booth space
 - Adult dogs (large breed) - 10 per booth space
 - Puppies - 15 per booth space
 - Other (rabbits, guinea pigs, etc.) - 15 per booth space
- Contractor must provide adoption totals prior to departure.

WORKERS' COMPENSATION

Workers' Compensation Insurance is required by the laws of the State of California for any company, business, or organization that has employees. If applicable to any contractor/participant/vendor/exhibitor, proof of Workers' Compensation Insurance will be required. The City and its officers, officials, employees, agents and representatives (collectively, "City Personnel") shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

IDEMNIFICATION

The Contractor shall indemnify, defend and hold the City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

The Contractor shall defend any action or actions filed in connection with any such claims or liabilities with legal counsel acceptable to the City, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

The Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of the Contractor, the Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

