

TASTE OF TEMECULA VALLEY
VENDOR AGREEMENT – BEERS & DISTILLED SPIRITS

TASTE OF TEMECULA VALLEY – FRIDAY, APRIL 26 to SATURDAY, APRIL 27, 2019

WHEREAS Temecula Education Foundation (TEF) is a **nonprofit** public benefit corporation organized and operated exclusively for charitable purposes, and;

WHEREAS TEF presents a single event each year that provides community funding and operating capital, and;

WHEREAS the following agreement has been adopted by the Board of Directors of TEF requiring that all business with participating vendors be conducted pursuant to the conditions as outlined below.

The *Taste of Temecula Valley* (hereinafter referred to as the “Event”), and the Participating Beer or Distilled Spirits Vendor, (hereinafter referred to as the “Vendor”), by their respective signatures at the end of this document, agree to abide by the below rules and regulations.

A. MEETINGS WITH EVENT REPRESENTATIVES AND INFORMATION EXCHANGE

The Vendor Agrees to:

1. Complete and sign this agreement. Return to TEF representative (keep a copy for your records) or mail by **March 1st**, prior to the Event, to the mailing address at the end of this document.
2. Secure representatives to pour in the respective Vendor’s Tasting Booth at the Event. These representatives are volunteers for TEF and shall not be considered Vendor employees for the duration of the Event. Only working Volunteers will receive “free” admission to the Event (not representative’s family members). All volunteers must comply with the Event’s requirements set forth in this agreement and ABC regulations.
3. Inform Event representatives if additional booth volunteers are needed via the email address below.
4. Check in with the Event volunteer check-in booth adjacent to the city’s parking structure. Check-in begins **Friday, April 26, 3:00-5:30 p.m.** and again on **Saturday, April 27, 7:00-10:00 a.m.** In both cases, Event volunteers will direct you to your assigned space identified on your Event map.
5. The Vendor shall be responsible for providing enough beverage to ensure “Taste” or full glass servings are available during the entire Event for both days. Closing a booth earlier than the designated times for the TOTV Event will be considered a material breach of this Agreement.
6. Serve beverages only, no food items may be sold.

TEF agrees to:

1. Send a confirmation letter with booth space number and check-in time to the Vendor upon approval, prior to the Event, along with a map of the Event.
2. Promote the Event through all available media outlets.
3. Provide the Vendor a check for stipulated amount within 10 days after the Event (cleaning deposits or options to make larger contribution to TEF may adjust the final check amount).

B. TASTING PRICES

1. The Vendor will provide **ONE 2-oz. beer “Taste”** or **ONE 1-oz. distilled liquor “Taste”** at a price of **ONE (1) TICKET**. A “full-sized” glass (6-oz. beer or 3-oz. distilled liquor) may be offered for **3 TICKETS** per glass.
2. Vendor may sell “promotional merchandise” at their Tasting Booth, provided all merchandise sales are done with debit or charge transactions and **NOT** with tickets used for beverage purchases. **NO CASH TRANSACTIONS** are allowed within the Event.
3. No sub-leasing out to other individuals or companies. Leasing Vendor is the only company allowed to serve from the space provided by the Event.
4. Vendor’s Beverage Product(s) shall be **DONATED** to TEF in compliance with ABC requirements.

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C. BEVERAGE POURING AND TICKET COLLECTION

The Vendor and its representatives agree to abide by the ABC rules and regulations in order to protect the current and future license issued to the Event. **No wine, beer or other alcohol will be consumed by any beer representatives or volunteers while inside the tasting booths. No alcohol of any kind will be poured or consumed behind or beside the tasting booths by anyone, including the Vendor and Event representatives, volunteers, or Event guests.**

Tasting Hours are:

Friday	April 26	6:00 p.m. to 10:00 p.m.
Saturday	April 27	11:00 a.m. to 7:00 p.m.

Vendor agrees to stop serving immediately at the end of the tasting hours.

D. BOOTH SET-UP AND CLEAN-UP

1. The Event will provide a 10x10-foot canopy, one (1) table, two (2) chairs for the Tasting Booth, and signage for the front of the canopy. **The Vendor agrees to provide its own signage for the rear of the canopy.** Decoration of the booth is highly recommended.
2. Vendor agrees to clean up their booth **and remove trash to approved areas.**
3. Vendor agrees to remove all decorations, equipment, or other related items and otherwise leave booth space clean and clear of all items before departure on Saturday night, so that the tear-down crew can quickly break down Event in an efficient manner. This should be completed by 9:00 p.m. on Saturday night.
4. Vendor is prohibited from setting up “lounge areas” behind or beside booths. This area is needed for access purposes.

E. TOTV PUBLICITY OPPORTUNITIES

1. To call even more attention to your menu items, we encourage you to bring one of these to place outside your booth:
 - **Chalkboard or signage with menu items and number of taste tickets required for each.**
 - **Poster with pictures of individual menu items and number of taste tickets required for each.**
2. **IN ADDITION:** Providing TOTV guests with a discount or “come see us” card or flyer directs patrons to your website and storefront.

QUESTIONS? Email us at events@temeculaeducationfoundation.org.

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TERMS AND CONDITIONS

The terms and conditions set forth on this document are specifically incorporated by reference into the Misc./Food Vendor Application and Agreement being executed by the Vendor to sell food and/or pre-packaged products at the Taste of Temecula Valley Event (the "Event"), sponsored by the Temecula Education Foundation (TEF). Vendor agrees to be bound by all terms and conditions set forth herein which TEF has determined are necessary in order to create and maintain the best possible Vendor program for visitors and guests. Upon acceptance of the Vendor Application and Agreement, TEF and Vendor will be bound by the terms set forth herein. These terms and conditions are equally applicable to Participating Breweries, Beer, and Distilled Spirits Vendors.

DEFINITIONS: The definitions set forth in the Vendor Application and Agreement have the same meanings when used in this document.

INTERPRETATION AND ENFORCEMENT OF LAW AND THESE TERMS AND CONDITIONS: Vendor specifically agrees to abide by all applicable ordinances and statutes pertaining to the Vendor during the Event. This includes any and all statutes and ordinances of the State of California, County of Riverside and other government agencies pertinent to the Vendors' participation in the Event, including but not limited to, those affecting gambling, health and sanitation, building and electrical construction, maintenance, fire safety and any sales tax regulations.

TEF retains the right, in its sole and absolute discretion, to interpret the meaning of any of the Terms and Conditions set forth herein, the application of any ordinance or statute to the Vendor while participating in the Event, and upon notice to amend, modify or change any of the Terms or Conditions set forth herein. If TEF provides notice to Vendor of any amendment, modification or change to any of the Terms and Conditions set forth in this document, then such new Terms and Conditions will be considered as if it were originally set forth in this document.

Any violation of these Terms and Conditions by Vendor during the Event will at the sole discretion of TEF will result in immediate forfeiture of all monies deposited and rights to continued participation at the Event. If such termination occurs, then Vendor agrees to immediately leave the Event and upon mutually agreeable arrangements, remove any of its goods and other material from the Event location. Nothing may be removed from the Event location during the Event, except as set forth in this Agreement or as approved in writing by TEF.

BOOTH SETUP/REMOVAL: All Vendors Setup is Friday, April 26, between 3:00 p.m. and 5:30 p.m. Tear down for all Vendors WILL NOT BEGIN UNTIL 7:00 p.m., Saturday, April 27, and must be completed by 9:00 pm. For the safety and convenience of our Vendors & guests, breakdown prior to 7:00 pm **is strictly prohibited**.

SOUND RESTRICTIONS: The use of any sound devices must be approved prior to its use by TEF. Upon approval Vendor agrees to maintain any sound from such equipment at a conversational level to avoid interference with neighboring Vendors. TEF has the sole discretion to determine if such sound level is too loud or objectionable, and if so determined, the Vendor will take such action as directed by TEF.

SECURITY: Security is not provided for individual booths. There will be security present at the Event, but TEF is not responsible for losses of any kind suffered by Vendor.

TRADEMARK/COPYRIGHTS: Taste of Temecula Valley's logo is registered trademarked and copyrighted material of TEF. Vendor is authorized to use the logo or the registered trademarks in any commercial manner without the express prior written consent of TEF.

CLEANUP: Vendor agrees to maintain a clean and presentable booth. Vendor is responsible for the removal of **ALL** materials, litter, garbage, including boxes and signs, and may only deposit trash in containers provided by TEF for this purpose at specific locations within the Event grounds. Boxes are to be broken down to fit in the disposal containers. Vendor will not dispose of any hazardous materials or burn any objects on the Event grounds, which acts are strictly prohibited.

EVENT SCHEDULE: Vendor agrees to see that their booth is staffed with sufficient people during the scheduled Vendor operational hours of the Event. The hours of operation of the Event are: Friday, April 26, from 6:00-10:00 p.m., and from 11:00 a.m.-7:00 p.m. on Saturday, April 27. If the Vendor needs additional volunteers, please request in writing with this application.

CHECK-IN: Vendor agrees to check-in at the area marked "Vendor Check-In," and Vendor's entry passes reviewed before access is allowed into the Event.

ELECTRICITY: Will be provided by "Event" at no charge to the "Vendor"

MERCHANDISE: Vendor agrees that Vendor will not display or sell material, which in the sole and absolute discretion of TEF, is determined to be obscene, dangerous, or unlawful. Vendor acknowledges that these items exclude, but are not limited to: helium balloons, any compressed gas tanks, drug paraphernalia, or weapons.

***** Vendor may not bring upon the Event grounds any of the following items, unless specific written permission is given by TEF, and then only after actual inspection by an authorized staff member of TEF, any of the following:**

HAZARDOUS SUBSTANCES: Including, but not limited to; any flammable liquid, gases, explosives, radioactive materials, asbestos, polychlorinated biphenyls, and chemicals known to cause cancer or reproductive toxicity to humans or animals. This includes any products used for cleaning, cooking, painting, balloons, electrical products or insecticides.

COMPRESSED GASES: Including, but not limited to: all portable compressed gas tanks containing flammable or explosive products, such as, helium, oxygen, and propane, (subject to the written approval and inspection, only those which meet all Department of Transportation regulations spelled out in Code of the Federal Regulations, section 49, and at OSHA 1910.101 will be considered to be allowed on the Event grounds). Should any items be permitted on the Event grounds, Vendor will install, use and comply with any requirements for public safety through the use of all devices as may be required by code, including but not limited to: fire suppression, signage, ventilation, physical guards and restraint devices.

PET RESTRICTION: Vendors will not bring live animals onto the Event, at any time, with the exception of animals trained and used for medical reasons or law enforcement (specifically service animals as defined in the American's with Disabilities Act.) Vendor acknowledges that it is unlawful to leave unattended pets inside a vehicle.

REFRESHMENTS: Vendor agrees that they will limit any refreshments for personal consumption to a small cooler, which may only be filled with water and/or sodas, which may be brought to Vendors site. **VENDOR WILL NOT BRING ONTO THE EVENT ANY ALCOHOLIC BEVERAGE FOR PERSONAL CONSUMPTION.** Vendor acknowledges that coolers are not to be brought in through the front entrance gate and **MUST** be brought in through the parking area.

REQUIRED SELLER'S PERMIT: Vendor agrees that they will have a valid California sellers permit. Vendor acknowledges that they have been informed that a seller's permit may be obtained from the State Board of Equalization Office. If Vendor is selling a product, Vendor must supply a copy of such sellers permit to TEF this includes any "out of state" vendors.

TEF LIMITATION OF LIABILITY FOR BREACH OF CONTRACT: Should Vendor make any claim for breach of contract by TEF, Vendor agrees that if TEF is found to have breached any terms of the Vendor Application and Contract, then TEF liability for such breach will be limited to the sum of \$100.00.

FOOD/DRINK TICKETS: Vendors shall not accept cash from patrons during the Event for food/drink items. Instead, Vendors shall accept tickets from patrons. These tickets will represent a set monetary value. Vendors are responsible for the collection, maintenance, and control of all food/drink tickets during the Event. At the end of the Event, Vendors shall provide TEF with the total amount of tickets collected. TEF shall not be responsible for tickets collected by Vendors that are lost or stolen during the Event.

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HEALTH DEPARTMENT: Vendor is responsible for compliance with all State and local laws and regulations regarding service of food or otherwise and agrees to comply with all laws and regulations. Vendor agrees to contact the Riverside County Department of Environmental Health prior to the Event, to ensure that Vendor will be in compliance with all Department of Health requirements during the Event. Vendor agrees to comply with all Department of Health directives before and during the Event. In the event that the Department of Health shuts down the Vendor's booth or stops sales at any time during the Event Hours, regardless of duration, the Vendor shall pay TEF a fee of \$300.00.

COMPLETE AGREEMENT; AMENDMENT: This Agreement constitutes the complete and exclusive agreement amongst the Parties. This Agreement supersedes all prior written and oral agreements, including any prior representation, statement, condition or warranty. Except as expressly provided in this Agreement, no prior agreements, representations, or warranties will be of any force or effect. Any amendment must be in writing and signed by all parties to be effective.

APPLICABLE LAW: All terms of this Agreement are to be interpreted pursuant to the laws of the State of California.

JURISDICTION AND VENUE: This Agreement is deemed to be entered into to be performed and enforceable in Temecula, California and all actions for any enforcement or interpretation of this Agreement must be brought in Riverside County, State of California.

ARBITRATION: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including, but not limited to the validity and enforceability of this Agreement under all Federal and State Laws or otherwise, shall be settled by binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Services (JAMS), and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Any such arbitration award shall be binding on the Parties. Such arbitration shall be conducted before JAMS in Ontario, California.

BINDING PROVISIONS: This Agreement is binding upon, and to inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Each provision of this Agreement will be considered severable and if for any reason, any provision or provisions herein are determined to be invalid or unenforceable by a court of competent jurisdiction; such invalidity will not impair the operation of or affect those portions of this Agreement which are valid.

Vendor space is subject to availability. **Incomplete applications will be returned and not processed.** Decisions to approve Vendor space shall be at the sole discretion of the Taste of Temecula Valley. All applications will receive due consideration. Space location will be assigned based on date application is received and number years of participation in Event. However, no guarantees are offered or implied. Temecula Education Foundation and the City of Temecula do not guarantee you'll get the location or products requested. The application does not automatically reserve space and is valid for the 2019 TOTV only.

General Liability Insurance TEF will provide general liability insurance of no less than \$1,000,000 Naming (1) Temecula Education Foundation, (2) the City of Temecula, (3) Temecula Community Services District, and (4) the Successor Agency to the Temecula Redevelopment Agency as additional insured. The insurance carrier must have rating of A-VII or above. The address for both the City and Temecula CSD is P.O. Box 9033, Temecula, CA 92589-9033.

- I agree to indemnify, defend, and hold harmless TEF and all of its officers, agents and employees from any and all liability, claims, damages, or injuries to any person, including injury to Vendors' employees, and all claims which arise from or are connected with the performance or failure to perform the work or other obligations of this agreement, or as caused or claimed to be caused by the acts or omissions of Vendor, its agents or employees, and all expenses of investigation and defending against same, provided, however, that this indemnification and hold harmless shall not include any claim arising from the active negligence or willful misconduct of TEF and its agents or employees.
- I certify that I am the responsible person referred to in the Terms & Conditions, and that I am authorized to 1) execute on behalf of the business and 2) accept legal process on behalf of the business.
- I agree to abide by all of the procedures and rules stated in the Terms and Conditions attached to this application.
- I understand that I must clean my Vendor space entirely before departing at the end of the Event in order to receive my full share of the Event proceeds.
- I understand this is a RAIN or SHINE event and there will be NO REFUNDS given due to inclement weather.
- I understand this agreement is between TEF and Applicant ONLY. No part of this agreement is transferable to another party, including but not limited to space at the Event, including sharing space with an entity other than the one named herein, etc.

I have read and understand this agreement in its entirety and agree to all terms and conditions as set forth within it and in the attached Terms and Conditions. I will sign and return this agreement on or before March 1, 2019 and will retain a copy for my records.

Date: _____	By: _____ Business Owner or Representative
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PLEASE RETAIN A COPY OF ALL PAGES FOR YOUR RECORDS

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www.temeculaeducationfoundation.org

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