

TASTE OF TEMECULA VALLEY
VENDOR APPLICATION & AGREEMENT – SPECIALTY VENDOR

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

Thank you for your interest in the Taste of Temecula Valley (TOTV) Event. Please read ALL of the following information.

The identity of Vendors and Sponsors reflects on the Event's reputation, therefore; the Board of Directors of the Temecula Education Foundation, herein referred to as "TEF," reserve the sole and exclusive right to accept or reject applications.

Please read the following *Terms and Conditions* and understand that they will be enforced. Those persons breaking these Terms may be removed from the Event grounds at the sole discretion of TEF staff and will not be allowed to return. The following are some important guidelines you should consider before submitting an application.

- **Your booth must be occupied at all times during this Event.**
- Vendor hours: Friday, 6 PM – 10 PM, and Saturday, 11 AM – 7 PM. **VENDORS MUST ATTEND BOTH DATES.**
- Security is provided; there will be roving patrols, and Event grounds are fenced.
- Electricity and refrigeration are provided by the Event.
- **PERSONAL GENERATORS ARE PROHIBITED.**

Please complete & sign this application. 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.

BUSINESS INFORMATION:		
Business Name _____		
Contact Person _____		
Mailing Address _____		
City _____	State _____	Zip _____
Best Contact Phone: _____ CA Seller's Permit #: _____		
Email: _____		
Website URL, if applicable: _____		
<i>IMPORTANT: You must have a copy of your resale license/seller's permit with you at the Event and available for inspection if asked by County Health Department or any other regulatory agency.</i>		

BOOTH & MISCELLANEOUS FEES:

- One 10x10-foot booth with canopy, outer booth banner, one 8-foot table, 2 chairs, and electricity: **\$300.00** for both Friday and Saturday.
- General liability insurance is required by the City of Temecula and is provided by TEF for all Vendors for a **\$50.00** nonrefundable fee.

TOTAL DUE WITH APPLICATION \$350.00

The following MUST be received for processing:

- ✓ Completed application
- ✓ Check or Money Order payable to **TEF** for TOTAL DUE = **\$350.00**
(General Liability Insurance payment of \$50.00 is included.)

Selling of Lead Generation Lists and Fundraisers are strictly prohibited.

Failure to keep your product within your allotted/purchased space **MAY RESULT IN REMOVAL FROM EVENT.**

SPECIALTY / ARTISAN / CRAFTER Vendor Application - *Taste of Temecula Valley* (TOTV)

TERMS AND CONDITIONS

The terms and conditions set forth on this document are specifically incorporated by reference into the Specialty Vendor Application and Agreement being executed by the Vendor to sell pre-packaged products, craft or other handmade items at the *Taste of Temecula Valley* Event (the "Event"), sponsored by the Temecula Education Foundation (TEF). Vendor agrees to be bound by all of the 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.

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 the hours of 3:00 p.m. and 5:30 p.m. Tear down for all Vendors WILL NOT BEGIN UNTIL 7:00 pm, April 27, and must be completed by 9:00 p.m. For the safety and convenience of our Vendors and guests, breakdown prior to 7:00 p.m. on Saturday *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: 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.

CLEAN-UP: 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, 6:00-10:00 pm, and Saturday, April 27, 11:00 am-7:00 pm.

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.** 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 s/he will have a valid California sellers permit. Vendor acknowledges that s/he has 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 have a copy of such sellers permit available for inspection at the Event; 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.

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.

SPECIALTY / ARTISAN / CRAFTER Vendor Application - *Taste of Temecula Valley (TOTV)*

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 inures 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.

All 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 TEF. 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 receive 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*, and (3) *Temecula Community Services District and/or the Successor Agency to the Temecula Redevelopment Agency*. The address for both the City and Temecula CSD is P.O. Box 9033, Temecula, CA 92589-9033.

INSURANCE is REQUIRED and is provided for the nominal fee of \$50.00.

ACCEPTANCE OF TERMS & CONDITIONS:

- 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 Vendor Terms and 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 understand that my entry fee is **NON-REFUNDABLE** unless my application is rejected.
- I agree to abide by all of the procedures and rules stated in the Vendor Terms and Conditions and this application.
- I understand that I must clean my Vendor space entirely before departing at the end of the Event.
- I understand that if my method of payment does not clear processing due to insufficient funds, I will automatically be billed a \$25 Service Fee.
- I understand this is a RAIN or SHINE event, and there will be no refunds given due to inclement weather.
- I understand the agreement is between TEF and the 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

Temecula Education Foundation • 30520 Rancho California Rd., Suite 107-152, Temecula, CA 92591-3212

www.temeculaeducationfoundation.org

www.tasteoftemeculavalley.com