



Application Due:

March 13, 2020

Late fee after Mar. 13 = \$30

## COMPANY, CRAFT & NON PROFIT APPLICATION

SUNDAY MAY 3, 2020 | 8:00AM – 4:00PM

APPLICATION FORM MUST BE FILLED OUT ENTIRELY AND INCLUDE ALL NECESSARY PAPERS AND SIGNATURES OR IT WILL NOT BE ACCEPTED

Contact Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Ph. \_\_\_\_\_ Cell Ph. \_\_\_\_\_ Contact Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Website Address: \_\_\_\_\_

### Vendor Category Description:

**Company:** Vendors in this category are defined as a business that offers tangible products or services for purchase. This category also includes those that are recognized by CA BOE as 6015 retailers or Qualified Itinerants. If you are selling multiple product lines you are required to purchase a booth space for each product.

**Craft:** Vendors in this category are limited to hand-crafted original work items. **IF YOU DID NOT MAKE IT YOURSELF, YOU ARE NOT CONSIDERED A CRAFT VENDOR.**

**Non-Profit:** Vendors in this category are limited to non-profit organizations for the express purpose of distributing and disseminating information and educational material. Distribution of water or food is not permitted. Any applicant applying to participate in the event as a non-profit, **must provide a 501(c)3** as evidence of their non-profit status. A non-profit is defined as one of the following:

- A corporation incorporated pursuant to the Nonprofit Corporation Law that is exempt from taxation and can show proof with a 501(c) 3 form from the Internal Revenue Service.
- An organization that was organized and is in operation for charitable purposes and meets the requirements of Section 214 of the Revenue and Taxation Code.

List & describe the items you are planning to sell. Please be specific and attach a separate sheet if necessary

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

**Images Required:** If you're a non-returning vendor please include at least three photos of your items with your applications. Images will NOT be returned.

### **Application Checklist**

Your application will be considered only if the following items are completed entirely:

- ☐ Sign and complete the entire application **REQUIRED**
- ☐ Enclose three images with your application **REQUIRED IF APPLICABLE**
- ☐ Completed BOE 410-D form (sellers permit) **REQUIRED**
- ☐ Proof of Non-Profit status (if applicable)
- ☐ Initial last page of application **REQUIRED**

### **Hold Harmless Agreement.**

All vendors must have approved application on file with the Fair Oaks Chamber of Commerce to share, sample, sell products and/or information with the public within the event footprint. In consideration for being permitted by the Fair Oaks Chamber of Commerce and the Fair Oaks Recreation and Park District to participate in the above activity (ies), I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of participation in said activity (ies). The release is intended to discharge in advance the above Fair Oaks Chamber of Commerce and The Fair Oaks Recreation and Park District (its officers, employees, directors and agents) from any and all liability arising out of or connected in any way with my participation in said activity (ies), even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents and knowing those risks I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding by my heirs and assigns. I agree to indemnify and to hold the above persons or entities free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of my death or any injury or property damage that I may sustain while participating in the said activity (ies).

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Your completed application will need to be submitted by the appropriate deadline **March 13, 2020** to be considered for participation. **Incomplete applications will NOT be considered.**

*\*This event is outdoors, and is a weather permitting event. No Refunds will be given after April 1, 2020 – Electricity and water will not be available, and generators are prohibited. Your cancelled check or credit card statement is your receipt for your refund.*

**Total Payment:** (Please make checks payable to FOCC or Fair Oaks Chamber of Commerce)

\$ \_\_\_\_\_ **Craft Vendor Booth \$100** (10 x 10') or **\$200** (10x20') (Crafters, Artists, Homemade items only)

\$ \_\_\_\_\_ **Business Vendor \$200** (10 x 10') or **\$400** (10x20')

\$ \_\_\_\_\_ **Corner Booth add \$25** (limited spaces- first come, first serve)

\$ \_\_\_\_\_ **Non – Profit Group \$75** (501 C 3 Number \_\_\_\_\_)

\$ \_\_\_\_\_ **Late Fee** (Add \$30 after March 13, 2020)

\$ \_\_\_\_\_ **Total payment**

OFFICE RECORDS	
Received:	_____
Amount:	_____
Check No.	_____

Name on card: \_\_\_\_\_ Type \_\_\_\_\_

CC # \_\_\_\_\_ Exp \_\_\_\_\_ Security code \_\_\_\_\_

Billing zip code \_\_\_\_\_ Email address (required) \_\_\_\_\_

Submittal of application and previous participation does not guarantee acceptance into the event. After screening, vendor will receive notification of acceptance 2 weeks before the event.

**Application Deadline: 3/13/2020**

**Applications:** Applications received by 3/13/2020 to Fair Oaks Fiesta will be considered for acceptance to the event. Any applications received after the deadline and before 4/12/2020 may be considered and will need to include a \$30 late application fee.

**Hours of Operation:** The Vendor agrees to remain open for business between the hours of 9:00am -4:00pm on Sunday. All Vendors will agree to remain open for the duration of the event hours.

**Set-Up Operations:** Accepted vendors will receive a confirmation packet prior to the event, by email, with detailed load in and set up instructions.

**General Policies:** Failure to abide by all rules and regulations, as well as specific instructions, provided in the confirmation packet will result in forfeiture of acceptance to all future FOCC events. This includes attitude and demeanor to all FOCC staff, directors, agents, employees and volunteers.

Vendor agrees to conduct its business in a manner likely to enhance the success of the Fair Oaks Fiesta and the reputation of FOCC and FORPD. Shall FOCC determine that the vendor is acting in a manner detrimental to the Fair Oaks Fiesta, FOCC may expel the Vendor from the Fair Oaks Fiesta event and the Vendor shall forfeit its entry fee.

The Vendor agrees to not sell or distribute merchandise that includes the event logo, the term "Fair Oaks Fiesta" Fair Oaks, or any other likeness associated with our event without prior written consent from FOCC.

**Weather:** This event is a rain or shine event. There are no refunds due to weather. Vendor is required to provide own shade / weatherproof tent if desired.

**Refunds:** Written cancellation is required for a refund. Refund will only be granted if and when booth space can be filled, less a \$25.00 processing fee. Refunds will not be issued for the Fair Oaks Fiesta if the event coordinator cancels the event due to extreme weather or vendor is dismissed, booth space is forfeited, or vendor is in violation of any terms and conditions

**Product:** Vendor agrees to only offer the approved items in application. The selling of unapproved items may result in dismissal from the Fair Oaks Fiesta and you will not receive a refund.

**Booth Requirements:** If the Vendor's application is accepted, the vendor will be assigned a space within the Fair Oaks Fiesta area. Locations are not guaranteed and are made at the discretion of the event organizers. All items, equipment and material MUST fit inside purchased booth space. No items will be allowed to be positioned outside of the approved area. Sidewalks, walkways and thoroughways need to remain clear of items for safety. Vendors are required to supply their own tents, tables, and chairs. Water and electricity will not be provided or available for use. Generators are prohibited. Failure to comply will result in removal from event.

The vendor will be solely responsible for the appearance of its space. The Vendor shall maintain its space in a neat, clean and sanitary condition during the Fair Oaks Fiesta event. Each Vendor will be required to dispose of all trash produced by their operation – as directed by FOCC. Specific maintenance operations will be provided to all vendors at the event. Grease will need to be removed and disposed of by the vendor.

**Dismissal from Event:** Vendor may be dismissed or removed from the Fair Oaks Fiesta if found to be in violation of any Terms and Conditions. In the event the Vendor is dismissed or removed from the Fair Oaks Fiesta, they will be asked to vacate booth space immediately, take all belongings, and will not be allowed to participate onsite for the remainder of the Event and will risk the opportunity to return to the event the following year. No fees will be returned and vendor will forfeit acceptance to all future FOCC events.

**Sound Restrictions:** Vendor agrees to not have amplified sound of any type within booth. Vendor with amplified sound may be asked to vacate space and will not receive a refund.

**Booth Security:** The Vendor will be solely responsible for any items left overnight in booth space. FOCC and FORPD are not responsible for any items lost, stolen or damaged in booth space. This includes, but not limited to, vendor product, tents, tables, chairs, signs and decorations. All tents should be shrunk down to its lowest level and all merchandise removed.

**Insurance:** All Vendors, upon acceptance, may be required to obtain a copy of General Liability Insurance naming FOCC as additionally insured, for a minimum of \$1,000,000 per occurrence. Additional Insured Endorsement must name the Fair Oaks Chamber of Commerce, its Directors, staff, committee, and volunteers are included as additionally insured.

**Parking:** Vendors will be sent clear directions on all parking requirements prior to the start of the event in the confirmation packet. All vehicles will be directed as to the proper procedures allowed for parking. Remote parking may be necessary and Vendors will need to plan accordingly. Vendor's vehicles will NOT be allowed in pedestrian areas until after closing time and permission from a representative from FOCC is given. Failure to abide by these rules will result in dismissal from event and forfeiture of acceptance to future FOCC events.

**Photos:** Vendors agree to allow FOCC to take pictures of booth and product during the event, with no additional compensation. Photos may be used in future promotional materials and may be listed on our website and social media sites.

**Yes, I agree to ALL Terms and Conditions as outlined in this application.**

**Initial HERE** \_\_\_\_\_

**Date HERE** \_\_\_\_\_