



Freedom Fest

Food Vendor Checklist

Thank you for your interest in this year's Freedom Fest being held on June 29, 2013 at the Porterville Sports Complex. With your support we can make this a great event for the Porterville community. Please complete the enclosed application and submit it along with any fees by **no later than June 7, 2013** to secure your participation.

- ☐ Temporary Food Event Vendor Application Form (6 Sections)
- ☐ City of Porterville Vendor Agreement
- ☐ City of Porterville Vendor Fees (see Vendor Agreement for fee amount)
Check made payable to: CITY OF PORTERVILLE
- ☐ \$25.00: City of Porterville Compliance Deposit (refundable)
Check made payable to: CITY OF PORTERVILLE
- ☐ \$53.00: County of Tulare Health Permit Fees
Check made payable to: TULARE COUNTY ENVIRONMENTAL HEALTH SERVICES

Please return completed applications/ fees to:

City of Porterville
ATTN: Amy Graybehl
291 N. Main
Porterville, CA 93257
(559) 782-7521
agraybehl@ci.porterville.ca.us

More information can be found at:

<http://www.tularehhsa.org>

>Public Health->Environmental Health->food service or sales at temporary facilities and events



2013 FOOD VENDOR AGREEMENT
FREEDOM FEST • June 29th • 5:00 – 9:30 p.m.
Porterville Sports Complex • 2701 W. Scranton

This agreement between the City of Porterville/Tule River Indian Reservation's Freedom Fest, hereinafter referred to as EVENT, and _____, hereinafter referred to as VENDOR, is entered into by both parties as of this date: _____.

The following terms and conditions are agreed to: (Vendor, Please INITIAL EACH LINE below before submitting.)

- | | | | |
|----|--|---|--|
| 1. | VENDOR SPACE FEES -
BOOTH SIZE: 15' X 15' | <u>Food Booth fees:</u> <ul style="list-style-type: none">• Non-profit groups \$ 75• Commercial/other \$ 95 | <u>Craft Booth fees:</u> <ul style="list-style-type: none">• Arts & Crafts \$ 70• Commercial/Not handcrafted \$ 90 |
|----|--|---|--|

*** Submittal of this agreement does not guarantee booth space. EVENT will notify VENDOR upon receipt and review of agreement as to if space is still available.**

2. _____ Sales and any other applicable taxes are the sole responsibility of **VENDOR**.
3. _____ **FIRE EXTINGUISHERS ARE REQUIRED FOR ALL FOOD VENDORS.**
4. _____ All vendors shall be open no later than 5:00 p.m. and close no sooner than 8:30 p.m. on June 29, 2013.
- 4a. _____ **COMPLIANCE DEPOSIT** - Include a separate check for \$25. This check will be refunded if booth area is left clean and if booth is staffed/opened for the duration of the show as listed in #4 above. Failure to comply will result in a forfeiture of this deposit.
5. _____ EVENT will provide the space for Vendors and VENDOR will provide the tent and/or fencing or similar material, table and chairs, appropriate decorations, within acceptable boundaries and dimensions at the sole discretion of EVENT, and in compliance with above named regulations. ***There is no electrical power or water, bring your own if needed - sorry no exceptions.***
6. _____ All VENDOR personnel must conduct themselves in a friendly, courteous and honest manner before the public.
7. _____ EVENT accepts no responsibility or liability for, including but not limited to, damage, fire, theft, vandalism, etc. to the VENDOR property and/or personnel.
8. _____ In the event of public strike, labor strike, natural calamity or act of God or other unforeseen cause which results in limited or no public activity, EVENT will not be held responsible. There will be no refunds for these occurrences beyond the control of the EVENT. Due to the nature of this activity and potential conflicting dates, there is no rain date. In the event the festival is canceled for other reasons, the EVENT will be responsible only to refund prepaid space fees, less processing fee and has no other liabilities with regard to these shows. Refunds for cancellation by VENDOR will be at the sole discretion of the EVENT. Absolutely no refunds will be made after June 25, 2013.
9. _____ VENDOR shall indemnify, defend, and hold harmless the City of Porterville, the Tule River Indian Reservation, and any affiliated officers, agents, employees and sponsors against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by VENDOR, VENDOR employees, agents or independent contractors or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except as limited by California Civil Code Section 2782.
- 9a. _____ The Event's liability insurance does not protect individual vendors. Consult your own insurance agent relative to coverage on public liability, property loss, and property damage during the time your material is at the event.
10. _____ Articles for sale must be in keeping with traditional family values at the discretion of EVENT. PLEASE SUBMIT A

BOOTH PHOTO WITH THIS AGREEMENT. EVENT reserves the right to remove VENDOR or halt sale of items not presented on VENDOR application.

11. ____ Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
12. ____ This agreement may not be modified or amended, except in writing signed by the EVENT and VENDOR.
13. ____ This agreement shall be construed in accordance with the laws of the State of California.
14. ____ In the event any part or parts of this agreement are found to be void, the remaining provisions shall nevertheless be binding with the cause and effect as though the voided parts were deleted.
15. ____ VENDOR further agrees to hold harmless to the full extent of the law, EVENT, and including but not limited to its successors and assigns, heirs, executors and administrators, employees, sponsors, representatives, advisors, consultants, family, friends, of and from all, specialties, covenants, contract, malpractice, controversies, agreements, promises, variances, trespasses, damages, judgments, extent, executions, claims and demands whatsoever, in law or in equity, arising out of this agreement in any manner whatsoever including, but not limited to those herein above mentioned.
16. ____ In the event that either party hereto is in default of any provisions of this agreement, the other party shall give written notice setting forth the specifics of the default to the party that is in default. If such default is not then cured, the non-defaulting party may terminate this agreement by giving the party in default written notice thereof. Any waiver of a default shall not constitute a waiver of other provisions hereof or a continuing waiver.

EVENT reserves the right to limit the number of similar types of product booths, particularly food booths, in order to provide a maximum profit opportunity for VENDORS.

FOOD VENDOR ONLY ____ VENDOR is duly notified that they must abide by the guidelines set forth by the Tulare County Dept. of Health and agree to submit completed *Temporary Food Event Vendor Application Form* and associated fees by June 7, 2013.

****Final deadline to complete Food Vendor Agreement is June 7, 2013.**

VENDOR APPLICATION

CONTACT NAME _____ NO. OF SPACES REQUIRED _____

PARTICIPANT/ORGANIZATION/BUSINESS NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE (____) _____ CA SELLER'S PERMIT NO.(if applicable) _____

E-MAIL ADDRESS _____ FAX (____) _____

PORTERVILLE CITY LICENSE NO. (If applicable) _____ NON-PROFIT EXEMPT ID NO. _____

TYPE OF BOOTH: ____ FOOD ____ CRAFT ____ COMMERCIAL

Fully describe types of food, crafts, products etc. _____

Please make checks payable to the City of Porterville, and mail to: City of Porterville, ATTN AMY GRAYBEHL, 291 N. Main Street, Porterville, CA 93257

OFFICE USE ONLY SECTION _____

____ Booth Fee Received ____ Compliance Deposit Rec'd ____ Confirmation ____ Comment _____