



IRIS FESTIVAL

APRIL 16, 2011

VENDOR AGREEMENT



**PORTERVILLE CHAMBER OF COMMERCE
93 N. MAIN STREET, SUITE A, PORTERVILLE, CALIFORNIA 93257**

This agreement between the Iris Festival, 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: 10' X 10'**

<u>Food Booth fees:</u>	<u>Craft Booth fees:</u>
Non-profit groups \$ 85	Arts & Crafts \$ 80
Commercial/other \$ 105	Commercial/Not handcrafted \$ 100
Corner Booth Fee \$ 35	

(two sided displays - not necessarily corner of the block, but are accessible to customers from the side)
(First Come, First Served - Fee will be refunded if space is not available)

Booth fees increase by \$50 per category after March 16th - FIRM.

- 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 9:00 a.m. and close no sooner than 5:00 p.m. on April 16, 2011. Vendors are to have everything removed from the booth by 7:00 PM April 16, 2011. However, no VENDOR booths may be removed prior to 5:00 p.m.
- 4a. _____ **COMPLIANCE DEPOSIT** - Please include a separate check in the amount of \$50. This check will be refunded if booth is staffed and opened for the duration of the festival 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 VENDORS 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 March 30, 2011.
- 9. _____ VENDOR shall assure, defend, and hold harmless the Porterville Chamber of Commerce, its 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 covered hereunder, except as limited by California Civil Code Section 2782.
- 9a. _____ The Chamber'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.

FOOD VENDOR ONLY VENDOR is duly notified that they will be required to pay an additional \$53 fee for a temporary health department permit and must abide by the guidelines set forth by the Tulare County Dept. of Health. Appropriate materials will be mailed to VENDOR upon receipt of application. **\$53 Health Permit Fee in the name of the Porterville Chamber of Commerce must be mailed with this application to the Chamber.**

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

****Final Deadline to reserve a booth is APRIL 1, 2011. (Discounted if by March 16th)****

You will be sent a confirmation slip upon receipt of your fee and application. A map and other materials will be mailed prior to the EVENT

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 LIC. NO. (if applicable) _____ NON-PROFIT EXEMPT ID NO. _____

TYPE OF BOOTH: ___ FOOD ___ ARTS/CRAFTS ___ COMMERCIAL ___ INFORMATIONAL ___ NON-PROFIT

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

Location Preference – No Guarantee _____

Request Corner Booth YES _____ Add \$35 Fee NO _____

I have read and understand the terms of this agreement and will abide by them. Failure to do so can result in EVENT'S termination of this agreement without refund of fees.

Vendor Signature

Print Name

Date

**Please Mail Vendor Application, Booth Fee, and Photo of Booth to:
PORTERVILLE CHAMBER OF COMMERCE - 93 N. MAIN STREET, STE A - PORTERVILLE, CA 93257**

For office use only: Date Received _____ Corner Booth Fee _____ Booth Fee _____ Compliance Dep. _____
 Health Dept. Fee _____ Temp. City License Issued _____ Receipt & Packet Mailed _____
 Health Dept. Form Returned _____ Copy of Health Permit _____

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE PORTERVILLE CHAMBER OF COMMERCE AT (559) 784-7502