

# Cherry Festival Association Vendor Application



Event Dates: May 30th, May 31st, June 1st & June 2nd

Current Event Times: Thursday 5:00PM - 10:00PM, Friday 5:00PM - 11:00PM,

Saturday 12:00 Noon - 11:00PM, Sunday 12:00 Noon - 9:00PM

## Vendor Rules and Guidelines -

The identity of vendors and sponsors reflect on the CFA reputation, therefore: the Cherry Festival Association, herein referred to as (CFA), reserve the sole and exclusive right to accept or reject applications.

In order to process your application you must complete the attached application, electrical requirements agreement (if applicable), booth presentation page, Riverside County Health Department "Temporary Food Facility Operator's Agreement Form" (If Applicable) and Terms and Conditions.

### Applications:

- All event correspondences will be done via email, unless otherwise pre-arranged with the director in charge of your section.
- Vendors will receive an acceptance or rejection letter via email.
- Vendors will not be considered for approval until your complete application and all required documents are submitted. Upon approval, vendors will receive approval notice and a invoice to be paid before the event via email.
- Applications will continue to be accepted until space is filled or until two weeks before the start of the event. Booth spaces are limited; therefore it is recommended to apply early.
- Submission dates: All applications submitted must be postmarked in order to be eligible for their space.

### Approved Vendors:

- Vendors will receive an invoice from CFA to pay for their booth space. Forms of payment will be listed on the invoice received. No personal or business checks will be accepted after May 1st.
- Approved vendors will receive (6) vendor entry badges/wrist bands for each 10'x10' booth space.
- Entry badges/wrist bands must be shown upon entry and are valid for the entirety of the event.
- Upon the CFA's discretion a meeting may be called to discuss vendor rules and regulations in detail. This meeting would be **mandatory** to attend; failure to attend may result in **forfeiting** your booth space(s) with no refund.
- The CFA will notify vendors of their set up time.
- Vendors will have access to their booths (2) hours prior to event opening each day and **MUST** depart no more than (30) minutes after the close of the event each day. Any vehicles **MUST** exit the vendor booth areas (1) hour prior to the event start time each day.
- Electrical Service provided by CFA will be available (1) hour prior to event opening each day and no more than (30) minutes after the close of the event each day.

### Vendor & Booth Guidelines:

- Vendor booths cannot be placed in a unassigned location and cannot be swapped or relocated.
- Your booth must be staffed at all times - Do not leave your booth space unattended.
- All business dealings are to be conducted within the confines of your assigned booth/space.
- Vendors are not allowed to do any business dealings in any aisles, areas or booths that are not assigned to you.
- Booth space should be kept clean and clear of any garbage, empty boxes, etc. It is the vendors responsibility to dispose of trash properly.
- Vendors are to provide their own tables, chairs, canopies (weights & stakes are highly recommended due to wind), extension cords, lights, pigtailed, power strips and booth covers/tarps (to cover at night).
- All lighting must be fluorescent or LED, incandescent and halogen bulbs are prohibited.
- Vendors are not allowed to bring or use generators, with the exception of food vendors which must be approved.
- Refrigeration is not provided by the CFA.
- Golf carts are strictly prohibited.
- Roaming security is provided for the whole festival, not any individual booths.
- The entire festival grounds will be fenced.

# Cherry Festival Association Vendor Application Checklist



## Completed Application (Forms below must be filled out entirely if applicable)

- Vendor Information Form
- Electrical Requirements Agreement
- Product / Services Form
- Product and Booth Example Pictures / (Food) Itemized Menus
- Riverside County Health Department - "Temporary Food Facility Operator's Agreement Form" (If Applicable)
- Copy of Seller Permit  
( More information available at <https://www.cdtfa.ca.gov/taxes-and-fees/faqseller.htm> )
- Copy of General Liability Insurance
- Copy of Non-Profit Certificate (If applicable)
- Copy of Food Permit (If applicable - required for ALL pre-packaged food)
- Truck/Trailer Dimensions Form (If applicable)
- Drawing Slip (If applicable)
- Lead Slip (If applicable)
- Terms and Conditions Signed

\*Please keep a copy of all documents for your records\*

# Cherry Festival Association Vendor Information Form



Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Calif Resale No: \_\_\_\_\_ E-Mail: \_\_\_\_\_

General Liability Insurance (Name of Carrier): \_\_\_\_\_ Policy #: \_\_\_\_\_

(Each vendor must provide the CFA with proof of General Liability Insurance of no less than \$1,000,000 naming CFA as additional insured)

| Booth Space Type x Sizing | Arts & Crafts | Commercial  | Food        | Non-Profit |
|---------------------------|---------------|-------------|-------------|------------|
| 10x10 Ft.                 | \$ 200.00     | \$ 400.00   | \$ 600.00   | \$ 200.00  |
| 10x20 Ft.                 | \$ 300.00     | \$ 600.00   | \$ 975.00   | \$ 300.00  |
| 10x30 Ft.                 | \$ 400.00     | \$ 800.00   | \$ 1,300.00 | \$ 400.00  |
| 10x40 Ft.                 | \$ 500.00     | \$ 1,000.00 | \$ 1,575.00 | \$ 500.00  |

Type of Vendor (1 of 4): \_\_\_\_\_

Booth or Trailer: \_\_\_\_\_

Booth/Trailer Size Requested: \_\_\_\_\_

Booth/Trailer Pricing: \$ \_\_\_\_\_

Required Set Up Time Needed: Hours \_\_\_\_\_

Food Permit (Required for ALL pre-packaged food) - \$125.00 each \$ \_\_\_\_\_

Canopy Rental - 10'x10' w/ lights, no side walls - \$150 each \$ \_\_\_\_\_

Extra electricity - 20amps - \$20 each, 50amps - \$100 each \$ \_\_\_\_\_

Note: (1) 20amp electrical service is provided for each 10'x10' space

Extra vendor passes - \$10 each, 3 for \$25 \$ \_\_\_\_\_

**Total Due:** Payable to Cherry Festival Association \$ \_\_\_\_\_

# Cherry Festival Association Electrical Requirements Agreement



Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

List all appliances or items you will be using electricity for: \_\_\_\_\_

I hereby agree that the above information comprises of all of my electrical requirements and I understand that the festival agrees to supply only the aforementioned electrical supply. CFA is not responsible in any way for any monetary, material or any other loss due to electrical difficulties or failures. I further agree that if I, or anyone on my staff is using electricity other than what I have listed and paid for, that I will be subject to a \$250 fine. Upon being fined all of my electrical fees will be doubled and payment will be due immediately.

I also understand that CFA has the right to disconnect all of my electricity and/or shut down my booth/trailer for any reason and I must forfeit all fees paid to date.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Note: (1) 20amp electrical service is provided for each 10'x10' space

Note: Electrical Service provided by CFA will be available (1) hour prior to event opening each day and no more than (30) minutes after the close of the event each day.

# Cherry Festival Association

## Product / Services Form



**Categories - (Please circle all that apply to you - write in "Miscellaneous/Other" if none apply)**

|                      |                   |                |                    |                  |
|----------------------|-------------------|----------------|--------------------|------------------|
| Art                  | Banking/Financial | Bath/Beauty    | Body Art           | Children/Toys    |
| Clothing/Access.     | Cell Phone/Phone  | Health Care    | Home Decorations   | Home Improvement |
| Insurance/Realtor    | Jewelry           | Food: Prepared | Food: Pre-Packaged | Non-Profit       |
| Miscellaneous/Other: |                   |                |                    |                  |

**Product/Service List -**

All products/services that you would like to sell must be listed below; Approved products will be listed on the contract. CFA reserves the right to approve the products all vendors sell; If any product/service causes issues CFA may pull the rights to sell that product/service. No exclusivity products or services will be granted for **ANY** vendor.

**\*Live animals, silly string, poppers, laser lights, swords, knives or lighters or any weapons are strictly prohibited\***

| Products/Services - Please be specific | \$ Price Range | % of this item |
|--|----------------|----------------|
|  |                |                |
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|  |                |                |
|  |                |                |
| Example: Sunglasses                    | \$5-\$10       | 20%            |

**Extras - List all that apply**

Demonstration?

Sampling?

Giveaways?

Free Drawings? (Attach free draw slip example)

Lead Generate? (Attach lead slip example)

Audio/Visual? (TV, Video, Music)

Parking Supply Trailer?

Trailer Length: \_\_\_\_\_ State: \_\_\_\_\_ License #: \_\_\_\_\_

| Yes/No | List Product(s): |
|--------|------------------|
|        | List Product(s): |
|        | List Item(s):    |
|        | List Prize(s):   |
|        |                  |
|        |                  |

**References - (List two of the most recent fairs, festivals or consumer shows you participated in)**

|                |                       |
|----------------|-----------------------|
| Event: _____   | Date: _____           |
| Contact: _____ | Contact Number: _____ |
| Event: _____   | Date: _____           |
| Contact: _____ | Contact Number: _____ |

# Cherry Festival Association Terms and Conditions Agreement



The terms and conditions set forth on this document are specifically incorporated by reference into the Vendor Application and Terms and Conditions Agreement being executed by the "Vendor(s)" or "vendor(s)" to sell and/or display product(s) and services at the event. Vendor agrees to be bound by all of the terms and conditions set forth which the Cherry Festival Association (also known as "CFA") has determined necessary. Upon acceptance of this Vendor Application and Terms and Conditions Agreement, the CFA and "Vendor" will be bound by the terms set forth herein.

**References** - The definitions set forth in the Vendor Application and Terms and Conditions Agreement have the same meanings when used in this document

**Interpretation and Enforcement of Law and Term 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 "Vendor"s participation in the event. This includes but is not limited to those affecting gambling, health and sanitation, building and electrical construction, maintenance, fire safety and any sales tax regulations.

The CFA 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 and Conditions set forth herein.

If the CFA 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 the CFA, 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 materials 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 the CFA.

**Booth Setup/Removal** - Notification of the setup date/time will be sent to each vendor upon approval of their application. Setup must be completed by 3:00pm Thursday (NO Exceptions) and all vendors must be prepared to close their booth at the time of the event's closure. CFA Food Court & Vendor Representatives will be available on site during set-up dates and times.

For the safety and convenience of our vendors and guests, tear down for ALL vendors will not begin until 9:00PM, Sunday (the last day of the event) and must be completed by 12:00 Noon, Monday (the following day). All vendor vehicles must be removed (1) hour prior to the event opening time. Vendors vehicles/trailers are NOT allowed to move on the event grounds until the event is closed and all event guests are vacated from the premises

**Fail to adhere to this breakdown time will result in a non-complying vendor being denied participation in future events.**

**Approved Vendors** - Only Vendors approved by the CFA are permitted to sell/display their product(s) at the event. If a vendor allows a non-approved vendor to sell any product or display any goods then such vendor's right to participate may be terminated immediately by the CFA.

**Sound Restrictions** - The use of any sound devices must be approved prior to its use by the CFA. Upon approval vendors agree to maintain any sound from such equipment at a conversational level to avoid interference with neighboring vendors. CFA 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 the CFA.

**Security** - Security is not provided for individual booths. There will be security present at the event to protect event guests.

**The CFA is not responsible for any losses of any kind by vendors.**

**Trademark/Copyright** - Cherry Festival Association, CFA and the event's logo are registered trademarks and copyrighted material of CFA. Vendors are not authorized to use the event's or CFA logo or any registered trademarks in any commercial manner without the express prior written consent of CFA.

**Event Schedule** - Vendors agree to see that their booth is staffed with sufficient people during the scheduled vendor operational hours of the event.

Current Event Times: Thursday 5:00PM - 10:00PM, Friday 5:00PM - 11:00PM, Saturday 12:00 Noon - 11:00PM, Sunday 12:00 Noon - 9:00PM

# Cherry Festival Association Terms and Conditions Agreement



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

**Fail to adhere to cleanup procedures will result in a non-complying vendor being denied participation in future events.**

**Access for Event** - CFA will provide vendors the agreed upon entry passes. VENDOR ACKNOWLEDGES THAT NO ONE WILL BE ALLOWED IN THE EVENT GROUNDS WITHOUT AN ENTRY PASS. ENTRY PASSES MUST BE SHOWN FOR ADMITTANCE TO THE EVEN GROUND. All vendor vehicles must be moved outside of the fenced festival grounds (1) hour prior to the start of the event, failure to do so will result in the vehicle being towed and impounded at the owner's expense.

Vendors, their employees, subcontractors and agents must abide by all parking and traffic control signs and devices. Failure to follow the directions given by the CFA will result in appropriate enforcement action. All persons, all material and vehicles entering the event grounds are subject to inspection and search.

**Merchandise** - Vendor agrees that it will not display or sell material which, in the sole and absolute discretion of the CFA, is determined to be obscene, dangerous or unlawful. Vendor acknowledges that these items include, but are not limited to: helium balloons, any compressed gas tank, drug paraphernalia or weapons of any kind.

Vendor may not bring upon the festival grounds any of the following items, unless specific written permission is given by the CFA, and then only after actual inspection by an authorized staff member of the CFA, this applies to 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 tank containing flammable or explosive products, such as helium, oxygen and propane (subject to the written approval and inspection, only this which meet all Department of Transportation regulations spelled out in Code of the Federal Regulation, section 49 and OSHA 1910.101 will be considered to be allowed on the event grounds). Should any items be permitted on the event grounds, Vendor will be required to 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.

**Generators/Helium Balloons** - Including all generators; Helium balloons are not allowed on the event grounds.

**Recreational Drugs** - Vendor agrees that it and all employees will not bring onto the event grounds or use any recreational drugs including, but not limited to; alcoholic beverages, cigarettes, cigars, vapes, or any tobacco products, analgesics, depressants, stimulants or hallucinogens.

**Pet Restriction** - Vendors will **not** bring any live animals onto the event grounds, 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 Disability Act) unless written approval is provided by the CFA. Vendor acknowledges that it is unlawful to leave unattended pets inside any vehicle(s).

**Electricity** - In order for a Vendor to receive electricity the Vendor must complete the "Electrical Requirements Agreement" form and submit it along with their other required documents and applicable fees to the CFA. CFA will inform vendors if their application for electricity is approved. During the event vendors must not exceed the total amount of electrical usage agreed upon. If any vendor(s) is notified that they are exceeding the allowable usage by the CFA, then vendor(s) must reduce the power demand to the agreed upon limits or must pay the CFA an additional fee of \$250.00.

Electrical Service provided by CFA will be available (1) hour prior to event opening each day and no more than (30) minutes after the close of the event each day. CFA reserves the right, for any reason, to disconnect electricity if it is found any vendor is found violating any of the CFA's rules.

# Cherry Festival Association Terms and Conditions Agreement



**Required Seller's Permit** - Vendor agrees that they will have a valid California sellers permit, collect all taxes and be responsible for the reporting of the same to the Board of Equalization. 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 the CFA; this includes any "out of state" vendors.

**Spas and/or Hot Tubs** - If Vendor is displaying or selling any spa or hot tub, vendor acknowledges that they may be charged an additional charge based on the amount of water used for filling the spa or hot tub. Vendor will not permit any body contact with the water in such spa or hot tub. If vendor permits any body contact to occur, the spa or hot tub will be taken out of use until it can be drained. Vendor also acknowledges that such drainage shall not occur before the first Monday following the last day of the event.

**Failure to adhere to this procedure will result in a non-complying vendor being denied participation in future festivals.**

**Micromobility vehicles/golf carts** - Vendor agrees and acknowledges that no motorized scooters (except handicap), bicycles, skate boards, and/or golf carts are allowed on the event grounds.

**General Liability Insurance** - Every vendor must provide the CFA with proof of general liability insurance of no less than \$1,000,000 naming "Cherry Festival Association" as additional insured.

**A copy of certificate of liability insurance must be provided prior to the event.**

**CFA Limitation of Liability for Breach of Contract** - Should vendor make any claim for breach of contract by the CFA, vendor agrees that if CFA is found to have breached any terms of the Vendor application and terms and conditions agreement, then CFA's liability for such breach will be limited to the sum of \$100.00.

**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 and to be performed and enforceable in Beaumont, California and all actions for any enforcement or interpretation of this agreement must be brought in Riverside County, State of California.

**Event Location** - Vendor agrees to not only following all terms and conditions for the event, but also agrees to follow all rules set by the venue.

**Arbitration** - Any agreement 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 judgement upon the award rendered may be entered in any court having jurisdiction thereof. Any such arbitration award shall be binding on amongst all parties. Such arbitration shall be conducted before (JAMS) in San Bernardino, California.

**Complete Agreement/Amendment** - This agreement constitutes the complete and exclusive agreement amongst the all parties. This agreement superseded 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. Each provision of this agreement will be considered severable and if for any reason, any provision or provisions herein are determined

**Binding Provisions** - This agreement is binding upon, and to inure to the benefit of all 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.

**Please retain a copy of this agreement for your records.**



# Cherry Festival Association Terms and Conditions Agreement



By submitting this application and acceptance of the terms and conditions all parties agree that vendor space is subject to availability and approval at the sole discretion of the CFA. All applications will receive due consideration.

The CFA does not guarantee you'll get any requested booth/trailer location or any products requested.

This application does not automatically reserve space and is valid for the CFA events dates listed above only. Vendor will receive an email from the CFA office with an acceptance or decline notice within 30 days after complete application is received. Absolutely no guarantees are offered or implied to anyone.

## ACCEPTANCE OF TERMS AND CONDITIONS:

- I agree to indemnify, defend and hold harmless the Cherry Festival Association (CFA), all of its members, volunteers and contractors from any and all liability, claims, damages, or injuries to any person, including injury to vendor's 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, it's 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 the event.

- I certify that I am the responsible person referred to in the Terms and Conditions Agreement, 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 maintain a clean and presentable booth space during and after the event.

- I understand that if my method or payment does not clear processing due to insufficient funds, I will automatically be billed a \$35.00 service fee.

- All events run by the CFA are rain or shine events and there will be no refunds given due to any inclement or unexpected weather.

- This agreement is between the Cherry Festival Association (CFA) and Applicant/Vendor 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 agree to abide by all of the procedures and rules stated in the Terms and Conditions Agreement and this application.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

The Cherry Festival Association, "The CFA", is a not-for-profit 501C organization and is not affiliated with the City of Beaumont. All proceeds, donations, and other financial assets collected throughout the CFA's events help cover operating expenses, including, but not limited to, payments to local service clubs in exchange for their assistance during CFA events, scholarship donations to appointed Beaumont Unified School District recipients, and payouts to independent contractors in exchange for services provided to the CFA.

The terms and conditions provided are consistent with all CFA events and activities (ex. the Beaumont Cherry Festival, Cherry Festival Parade, Car Show, etc.) When finalizing purchases, contracts/agreements, or attending any [general admission or chargeless] events hosted by the Cherry Festival Association, you accept and agree to all Terms and Conditions stated.

