



21st Annual
IRIS FESTIVAL
April 27, 2019



VENDOR AGREEMENT

This is an agreement between the Iris Festival, hereinafter referred to as EVENT, and the Vendor, is entered into by both parties when application is signed.

VENDOR, PLEASE INITIAL EACH LINE BELOW BEFORE SUBMITTING.

BOOTH FEES INCREASE BY \$50 PER CATEGORY AFTER APRIL 5th - FIRM.

1. ___ Sales and any other applicable taxes are the sole responsibility of VENDOR.
2. ___ Fire Extinguishers are required for all Food Vendors.
3. ___ All VENDORS shall be open no later than 9:00 a.m. and close no sooner than 4:00 p.m. Vendors are to have everything removed from the booth by 6:00 PM April 27, 2019. However, NO VENDOR booths may be removed prior to 4:00 p.m. (if removed before 4pm, security deposit will not be returned)
- 3a. ___ COMPLIANCE DEPOSIT - Please include a separate check (there will be a \$5 fee if paying with card) 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 #3 above, one week after the day of the event. Failure to comply will result in a forfeiture of this deposit.
4. ___ 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.*
5. ___ All VENDOR personnel must conduct themselves in a friendly, courteous and honest manner before the public.
6. ___ EVENT accepts no responsibility or liability for, including but not limited to, damage, fire, theft, vandalism, etc. to the VENDOR property and/or personnel.
7. ___ 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, and cancellation fee may apply. Absolutely NO refunds will be made after March 15, 2019.
8. ___ 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.
- 8a. ___ 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.
9. ___ 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 DISCLOSED ON VENDOR APPLICATION.**
10. ___ 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.
11. ___ This agreement may not be modified or amended, except in writing signed by the EVENT and VENDOR.
12. ___ This agreement shall be construed in accordance with the laws of the State of California.
13. ___ 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.
14. ___ 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.

15. ___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 are required to pay an additional \$62 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. \$62 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.

Add \$50 to Booth Fee after April 5, 2018 - FINAL DEADLINE TO RESERVE BOOTH IS APRIL 12th

You will receive a call to confirm your application was received. Materials will be mailed two weeks prior to EVENT.

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. _____

VENDOR BOOTH SPACE TYPE & FEE, PLEASE CHECK TYPE OF BOOTH:

BOOTH SPACE SIZE 10' X 10'

VENDOR BOOTH SPACE FEES: FOOD VENDOR BOOTH SPACE FEES: INFORMATION BOOTH SPACE FEES:

___Arts/Crafts/Handcrafted Only \$115 ___Commercial \$160 ___Commercial/Non- Profit \$95
 ___Commercial \$140 ___Non-Profit Entity \$115

BOOTH FEE \$ ____ x ____ (NUMBER OF BOOTH SPACES) = _____

**Accessible to customers from two sides, not necessarily an intersection. First Come, First Served - Refunded if sold out.*

***The permit and fee are required by Tulare County Environmental Health. Veteran's fee waiver may apply.*

*CORNER BOOTH FEE – ADD \$55 _____
**FOOD VENDORS – ADD \$62 HEALTH PERMIT FEE _____
ADD \$55 TO BOOTH REGISTRATION AFTER APRIL 5th _____
SUBTOTAL _____
SUBTRACT \$15 FOR PORTERVILLE CHAMBER MEMBER DISCOUNT (- _____)
TOTAL BOOTH FEE ENCLOSED \$ _____

Fully describe types of food, arts, crafts, products, etc. Attach separate sheet if necessary.

Food Vendor - Will you operate from a trailer? If yes, provide dimensions including hitch. _____.

I have read the "General Policies" and "Liability Release" statements and agree to comply with them. Failure to comply could result in removal of participant during the Iris Festival and exclusion from future participation as a vendor in any event of the Porterville Chamber of Commerce.

Vendor Signature _____ Print Name _____ Date _____

Please Mail Vendor Application, Booth Fee, and Photo of Booth to:

Porterville Chamber of Commerce, 93 N Main Street, Porterville, CA 93257 (559) 784-7502

If Paying with Credit Card – Please Email Application, Credit Card Information and Photo Booth to: irisfestival@portervillechamber.org

For office use only: Date Received _____ DB Date _____ Booth Fee Check # _____
Compliance Deposit Check # _____ Receipt Mailed _____ Health Dept. Form Mailed _____
Health Dept. Form Received _____ Vendor Instructions Packet Mailed _____
Other _____