

High Desert Pirate Renaissance Faire

March 18-19, 2017

Food Vendor Agreement

1. Vendor herein will be referred to as the Vendor, and N.W.A.R.E. Events LLC as Operator of the Event.
2. DATES AND TIMES: The event will be held on **SATURDAY & SUNDAY March 18-19, 2017 10:00 AM to 6:00 PM both days. REGISTRATION & SET-UP TIME: FRIDAY, March 17, 2016 – 8:00 AM –9:30 PM; SATURDAY 7:30 to 9:30 AM. Gates will be locked at midnight until 7:00 AM additional information to follow on confirmation.**
3. LOCATION: The event will be held at 7500 Arrowhead Lake Rd, Hesperia, CA 92345.
4. THEME: The theme for this event is **Golden Age of Piracy**. If you stay within a European 14th to 16th century style you should blend in well. If you stick to the basic outlines in this contract both you and your booth should fit in fine.
5. RENTED SPACE: The Operator of the Event will rent a basic space of 12' x 12' in size, other sizes are available see page 6. This space is the Vendor's sole sales area. No mobile sales may be set up without written permission from the Operator. Vendor shall not assign or sublet space, share space with another Vendor without the prior written consent of the Operator. No Vendor is to change location without prior approval of the Operator. **ROVING VENDORS MUST CHANGE LOCATION EVERY 2 HOURS. IF NOT, THEY WILL BE CHARGED A RENTED BOOTH SPACE!!**
6. VENDOR FEES: Vendors shall pay one of the following booth fees: **See Page 6**
7. ENCAMPMENTS: Selling Vendors are not permitted within an Encampment unless prior permission has been given by the Operator of the Event and Vending fee is paid for each Vendor.
8. VENDOR'S MERCHANDISE: The Vendor shall use the rented space for the purpose of selling only those items that have been approved by the Operator of the Event. Any changes must be approved by the Operator of the Event. The Vendor shall sell items continuously during Event hours.
9. VENDOR'S COSTUMING AND BOOTH CONSTRUCTION: Vendor shall be responsible for creating their own costume attire and booth theme, which must comply with the Event's theme. All Vendors will comply with the instructions given herein regarding decorations. Modern tables, aluminum tent poles and other such modern items must be covered. No vinyl tent walls or roofs, no bungee cords, no plastic of any kind will be allowed. Booths must also comply with government rules and regulations regarding health, fire and safety. Vendor shall provide the Operator with pictures of their costuming and booth for approval.

10. SIGNAGE: All signs must follow the theme of the Event. No plastic banners, no day glow colors will be allowed. Sign should be made of wood or cloth and painted with colors suitable with the theme. **Merchants are required to post their business sign.**

11. AMPLIFIED MUSIC: Tape-recorded or amplified music will not be allowed by anyone other than a Vendor selling authentic music. Vendors selling authentic music must have speakers covered and out of sight or use headsets for the customers. NO RADIOS.

12. SET-UP: **Vendors will be allowed to begin setting up their booths on FRIDAY, March 17th. Check in is open from 8:00 AM – 9:30 PM. Saturday Check in is open 7:30 am to 9:30 am after that go to ticket booth. Vendors may unload their vehicles at their booth and then move their vehicle to Vendor's parking immediately. No vehicles allowed on-site after 9:30 AM SATURDAY & SUNDAY.**

13. **BREAKDOWN: Vendors may not break down their booth before the closing of the Event. Booths must be broken down and ready to pack PRIOR to bringing vehicle on site!** Vehicles will not be allowed on site until all visitors have left the site and security feels it is safe to bring vehicles on site. **ALL BOOTHS MUST BE CLEARED FROM THE EVENT SITE BY SUNDAY NIGHT UNLESS PRIOR AUTHORIZATION HAS BEEN GIVEN BY THE OPERATOR OF THE EVENT.** Any materials left on site will become the property of the Event. All Vendors must be off site by noon Monday.

14. VEHICLES AND PARKING: Drive on Fee: \$25.00 per vehicle, for that fee you get to drive on off load and drive off and drive on to load and drive off, vehicles must be off loaded and off site in 30min unless prior authorization has been given by the Operator of the event. No overnight parking on the "Faire Site". The drive on fee and loading time is set by the venue and NOT the Operator.

The Operator of the Event will provide 2 vehicle or trailer parking passes for each Vendor booth. All vehicles must be parked in assigned parking areas and not on roadways. **VEHICLE PASSES SHOULD HAVE NAME AND BOOTH NAME ON THEM AND ARE TO BE KEPT VISIBLE ON VEHICLE DASH/WINDOW AT ALL TIMES.**

15. SITE ENTRY: Vendors are allowed 4 gate passes, additional gate passes may be granted at the discretion of the Operator of the Event. Names of workers must be submitted with application prior to event. Roving Vendors and Readers are allowed 2 passes. Additional passes will be available at a discount. Vendors must show their passes to security upon request and will not be allowed to enter Event without pass. Every Vendor must sign a waiver to receive a gate pass.

16. GARBAGE: **Vendors are responsible for disposing of their own trash. Please place your own trash container within your booth for this purpose. Dispose of trash in your site each night. Any trash left in your site after breakdown will result in a non-refundable cleaning deposit for all future events. As we are not the only people using this site, please treat it with the respect it is due. Clean up your own mess and transfer all your trash to the large dumpster each night.**

17. INDEMNITY AGREEMENT: Vendor shall indemnify and hold the Operator of the Event harmless from any and all claims, debts, or liabilities arising by contract, tort, or otherwise out of the operations of the booth(s) and shall defend any lawsuits or claims brought against the Operator of the Event by any third party of any nature of form whatsoever as a result of the

Vendor's operation. The Vendor agrees to hold the Operator of the Event harmless from all claims for damage or loss arising out of or connected with, in any way whatsoever, the Vendor's use of connection therewith.

18. **EVENT AND GOVERNMENTAL REQUIREMENTS:** Vendor shall operate booth(s) in complete compliance with all rules & regulations and directives of the Event. Failure to follow such will be deemed to give authority to the Operator of the Event to close the Vendor's booth(s) and to bar the Vendor and his/her employees from the Event site. The Operator of the Event shall be the sole determiner of such failure. Each Vendor is responsible for all necessary and appropriate city, county, state and/or Federal licenses, taxes and permits, if any. **Food vendors must obtain a valid TFF from the San Bernardino County Department of Environmental Health at least 2 weeks Prior to the event and send a copy via email or mail to the Operator.** All documentation on display to the public. Vendor, as an independent contractor is solely responsible for his/her own Workman's Compensation insurance as regards to his/her own employees, helpers, etc. Vendor shall be responsible for keeping satisfactory records of all transactions and shall pay California State Sales Tax attributable thereto. If any Vendor is forced to shut down, due to a lack of required licenses or permits, this notice serves as a caution that the Operator of the Event is not liable for such licenses and will not refund fees and deposits in such instances. The Operator of the Event reserves the right to remove any such instances. The Operator of the Event reserves the right to remove any Vendor and close their respective booth(s) if proper conduct is not followed. This includes, but is not limited to rudeness, public intoxication, illegal substances, selling works not authorized, security violations, obstructing traffic, etc.

19. **ATTENDANCE:** Vendor agrees by the signing of this contract to be present at all times when the Event is in operation. To assure a consistency in the breakdown and cleaning process Sunday evening, all Vendors shall remain open until the Event closes on Sunday.

20. **USE OF VENDOR NAME OR PHOTOGRAPH:** Vendor consents to the use of his/her name, picture, image, recorded voice or music and those of his/her employees and agents by the Operator of the Event, it's assignments and it's licenses, in connection with Events and without inspection, for such purposes of commercial or promotional usage's.

21. **USES OF SERVICE MARK OR LOGO:** Vendor understands and agrees that the Operator "Names" and various logos thereof are the service marks and trademarks of N.W.A.R.E. Events LLC. Vendor understands and agrees not to use said marks without express written authorization of the respective entity.

22. CANCELLATION: CANCELLATION MUST BE IN WRITING 15 DAYS PRIOR TO THE EVENT TO RECEIVE CREDIT TO BE APPLIED TO A FUTURE EVENT. NO REFUNDS WILL BE ISSUED.

23. **SEVERABILITY:** Each and every covenant and agreement contained in this contract shall be for all purposes construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement herein by Operator of the Event shall in no way or manner discharge or relieve the Vendor from the Vendor's obligation to perform each day and every convenient and agreement herein. If any term or provision of this contract, or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this contract shall not be affected thereby and each term and provision of this contract shall be valid and shall be enforceable to the fullest extent permitted by law.

24. **DISCLAIMER:** Operator of the Event shall not be responsible in any manner or form whatsoever for failure of the Event to be open or be operable for any reason of cause whatsoever; it being the intent of the parties that all risks of operation or lack of operation of the Event shall be borne entirely by the Vendor and negotiations, if any by the Event shall be at the direction of the Event and further that any demands, torts, or causes of action shall be submitted to a mutually agreed upon arbitrator for negotiation and settlement. Operator of the Event will provide security of site, however, the Operator of the Event shall have no liability of theft or damage to merchandise or displays of any Vendor or other persons entering the Event grounds with or without the consent of the Operator of the Event.

25. **VALIDITY:** This contract will be received, signed by the Vendor, and accompanied by a check or money order for the appropriate fees. This contract will become valid upon being signed by authorized personnel of the Operator of the Event.

26. **ANIMALS:** If you bring an animal (horse, etc.) with you, **you must provide** the Operator of the Event a copy of a Liability Insurance for your animal naming N.W.A.R.E. Events LLC P.O. Box 1021 Apple Valley, CA 92307 as also insured. Dogs must be on a leash at all times and under reasonable control. As per San Bernardino County, CA Code 32.0108. **Failure to comply will result in ejection of the animal and Participant.**

27. **DEADLINE: Vendor fee deadline is February 20, 2017.** Vendor applications received after **2/20/2017** must include 25% late fee. Applications will be accepted up until spaces are filled. Final acceptance of any & all applications will be at discretion of Operator of the Event.

28. As we use booth fees to finance our advertising for the Event, the sooner you get your fees in the better for both of us. If a Vendor application is post-marked after the deadline and the late fee is not included it will not be processed until we receive the late fee.

PLEASE KEEP THIS AGREEMENT FOR YOUR INFORMATION AND COMPLETE THE VENDOR APPLICATION AND RETURN TO;

HD Pirate Faire / N.W.A.R.E. Events

PO.BOX 1021

Apple Valley CA, 92307

AS SOON AS POSSIBLE.

Phone (760) 684-0387,

Website: www.HDPirateFaire.com

E-mail: HDPirateFair@yahoo.com

March 18-19, 2017 High Desert Pirate Renaissance Faire
VENDOR APPLICATION

Please Complete this Form and Return to High Desert Pirate Renaissance Faire

BUSINESS
NAME _____

OWNER'S NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER – DAY _____ EVENING _____

RESALE NUMBER _____

E-MAIL ADDRESS _____

WEBSITE/FACEBOOK PAGE _____

VENDORS: Please enclose at least one (1) of your costume and one (1) of your booth. Photos will not be returned but will be filed as reference for future events. Please list all items to be sold.

Only those items listed may be sold. **All vendors list all menu items:**

Description of costumes & booth:

BOOTH SPACE FEES:

HOT FOOD BOOTH 12' Width X 15' Depth \$450.00 due now; _____

100% PRE-PACKAGED FOOD BOOTH 15' Width X 15' Depth \$200.00 due now; _____

1 outlet 15 amps is included for food vendors as well as 1 drive-on fee.

Additional Electricity (extremely limited availability) is Available at \$20 per outlet
_____ outlets at \$20, due now: _____

Additional Drive on Fee \$25, due now: _____

10% OFF EARLY PAYMENT DISCOUNT (Must be received by January 5, 2017) -10% _____

25% MANDATORY LATE FEE AFTER February 20, 2017

TOTAL FEES DUE \$ _____

All Vendors please note Poles, Guide Wires, Stakes, etc. must be included in your booth space allotment. If you extend over your assigned booth space YOU WILL BE CHARGED FOR THE NEXT BOOTH SIZE UP & THE 25% LATE FEE!

I HAVE READ AND UNDERSTAND PARAGRAPHS #1 THROUGH #28 OF THE VENDORS AGREEMENT.

****SIGNATURE _____ DATE _____

MAKE CHECK OR M.O. PAYABLE TO, N.W.A.R.E. Events

HD Pirate Faire

PO BOX 1021

Apple Valley, CA. 92307 – Information (760) 684-0387

E-Mail: HDPirateFair@yahoo.com

Website: www.HDPirateFaire.com

AGREEMENT PAGES 1-4 PLEASE KEEP FOR YOUR INFORMATION – RETURN APPLICATION, FEES, PICTURES AND INCLUDE NAMES OF WORKERS WITH YOUR APPLICATION. Refer to #15 of agreement.

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GATE LIST FORM

VENDOR BOOTH NAME _____

1. _____
2. _____
3. _____
4. _____