



VET-TRAXX FESTIVAL

SEPTEMBER 21, 2019

VETERAN'S FIELD, 900 CAROLINE AVE, GALT CA 95632

Vendor Information, Policies & Conditions

This document has been assembled to provide you with as much information as possible to assist you in filing your application with us and to make the festival a profitable and enjoyable experience. Please keep in mind that the policies and regulations in this document have been established with suggestions from many of the vendors and volunteers who have been involved over the years and under the direction of the Vet-Traxx Project Committee. By signing your application for a space at this event, you acknowledge that you have read and agree to abide by the policies and conditions set forth in this document.

Set-Up Times:

Friday, September 20

4:00 pm to 10:00 pm Vendor move-in and early setup

Saturday, September 21

7:00 am to 9:00 am Vendor move-in and setup

***NO LATE ARRIVALS. YOU MUST BE SET UP BY 9:30 AM.
NO EXCEPTIONS.***

10:30 pm

Gates Open at 10:30 am

Vendor move-out (vehicles not allowed in or out of festival grounds until **after** crowd has dispersed)

NO EARLY EXIT. VENDORS MUST STAY ON GROUNDS.

The Vet-Traxx Festival is open to food/beverage, craft, direct sales and information vendors. We do have a limit on multiple vendors with the same kind of food, drinks and items for sale. Also, we will make every attempt to not place "like" vendors next to each other.

GENERAL CONTRACT & VENDOR POLICIES

1. The Vet-Traxx Festival Committee does not guarantee vendor sales at the Vet-Traxx Festival.
2. Attendance is projected and the Vet-Traxx Festival Committee does not present projected attendance as actual – it is an estimate only, based on prior year's attendance, planned promotions and other various factors.
3. The Vet-Traxx Festival Committee reserves the right to limit vendors who sell the same/similar products and move vendors' space(s) due to varying conditions each year and reserves the right to refuse acceptance of any vendor. Space requests will be considered but are NOT guaranteed.

4. All fire codes, laws, municipal ordinances, and regulations pertinent to health, fire prevention, and public safety shall be strictly obeyed and will be the responsibility of the vendor.
5. The Vet-Traxx Festival Committee will prohibit the installation and operation of any exhibits not meeting approval and in its sole discretion may prohibit the conduct of any activity whatsoever which it deems detrimental and not in the best interest of the Vet-Traxx Festival. Vendor agrees to stipulation that all booth workers be tastefully dressed.
6. Vendors are required to have any and all business licenses/permits that are needed for operation at the festival. Vendors are responsible for submitting their own resale taxes.
7. Exhibitor Space Rental Period: From no earlier than vendor set-up time as documented in Confirmation Letter of acceptance to no later than required move out time, Midnight on September 21, 2019.
8. Vendors can sell only from their rented booth space. Special permission **MUST BE RECEIVED** for any selling of food or merchandise outside your designated booth. Sales are only allowed during festival hours of operation.
9. Vendors are required to dispose of ALL booth garbage properly throughout the run of the event. Vendors are responsible for cleaning up their areas at the conclusion of the event.
10. Vendors agree not to dismantle booth(s) before 10:00 pm and agree not to drive vehicles into festival premises before 11:00 pm. Vendors may start dismantling their booth(s) no earlier than the time specified which is at the end of the event (10:00 pm on September 21). Vehicles will not be allowed onto the premises until all patrons have cleared the area (approximately 11:00pm). Vendors closing early may not be invited back to future Vet-Traxx events. Vendors also agree to park their vehicle in designated Parking Areas only. **VEHICLES NOT PARKED IN DESIGNATED AREAS ARE SUBJECT TO TOWING AND REMOVAL FROM PREMISES AT OWNER'S EXPENSE.**
11. Vendors may not leave, place or distribute fliers or leaflets at unattended locations.
12. No off-site (outside of rented space area) banners, A-frames, signs or signage allowed anywhere on festival grounds or festival entrances without prior approval.
13. The vendor shall comply with and instruct his/her staff, employees and agents to comply with the vendor policies and the requirements of the vendor space rental agreement. Failure to comply or instruct staff, employees, and/or agents to comply with the General Contract and Vendor Policies shall be grounds to terminate the exhibit/vendor from the event.
14. Noise amplification equipment is not allowed unless approved by the Vet-Traxx Festival Committee in advance.
15. Cancellations: If there is a need to cancel your festival appearance, vendors need to call Vet-Traxx Festival Committee at (916) 747-4366. Due to the nature of this event, **no** refunds or credits will be issued. If cancellation is due to an emergency, the Vet-Traxx Festival Committee will make final determination of any refunds, less processing fees that may be given.
16. The Vet-Traxx Festival Committee will be held regardless of the weather: rain, shine or extreme heat.
17. All food vendors are subject to fire as well as health and safety codes. Please review special Food Vendor information in this material. Health and Fire inspections will be conducted, and all food and/or beverage vendors must pass both inspections. No refunds will be given for food and/or beverage vendors who fail to pass inspection and cannot sell their product(s).
18. Exhibitors must have displays ready at the opening of the festival.
19. This festival is held in a community park. In order to maintain the beauty of the surroundings, it is imperative that vehicles are to be driven, unloaded and parked in designated areas only. Any vendor that fails to do so may forfeit their participation in the festival this year and in the future.
20. All acceptances to exhibit are valid only through written confirmation by Festival Committee.

21. We do not accept partial payments or “holds” for booth spaces. If a partial payment is sent in, your application will not be considered or processed until final payment is received. All payments for booth space and applicable fees must be received by July 31, 2019.
22. There will be a **\$35.00 service fee** if your check does not clear the bank and is returned to the Festival financial institution.
23. Food vendors, you must provide your own butane, propane or other heat/cooking source. The Sacramento Metropolitan Fire District Inspector must approve the use of all heat/cooking sources, as well as booths/tents. All food and/or beverage vendor booths must contain a fire extinguisher.
24. Potable water is unavailable for vendors. Garbage cans will be provided; however, **disposal of all grey water and garbage is the responsibility of the vendor.**
25. Vendors must list all products being sold. This list must not deviate from actual on-site sales.
26. Pets of any kind are not allowed at this event. Please leave all animals at home.

CHECK-IN AT THE FESTIVAL

Veteran’s Park is located at 900 Caroline Ave in Galt, California 95632. Vendor move-in and set-up will occur on Friday, September 20, from 4:00 pm until 10:00 pm and Saturday, September 21, from 7:00 am - 9:00 am. Please stop your vehicle at the Main Gate upon arrival and wait to be directed to the unloading area. After checking in, you will be given your booth location and be parking assignment. From there, a volunteer will show you where to go.

SPACE ASSIGNMENTS & LOCATION

Space assignments and locations are given to you upon arrival at the Main Gate. Festival Management cannot guarantee placement or location of booth based on previous years. We do not provide that information until the day of setup – THERE ARE NO EXCEPTIONS.

SECURITY

Although security is provided and there will be a law enforcement presence throughout the festival, it is the responsibility of each vendor to secure all products, equipment and vehicles throughout the show and at the end of each night. The City of Galt, the Galt Parks and Recreation District, Vet-Traxx Project Inc., and the Vet-Traxx Festival and Committee are NOT responsible for lost, stolen or damaged products, merchandise, equipment or vehicles.

IMPORTANT INFORMATION FOR FOOD VENDORS

1. HEALTH PERMIT. All food and/or beverage vendors are required to have either a multi event health permit from the Sacramento County Health Department or purchase a Temporary Food Facility (TFF) permit. For those that have their own 2019 Multi-event Permit (MEV) or a current Mobile Food Facility permit (MFF), you will need to provide a copy with your application to exhibit at the Vet-Traxx Festival. For those that do not have a 2019 MEV or MFF permit, you must purchase a TFF permit in advance from Festival Management. Please note that failure to display your MEV or MFF permit during your inspection may result in forfeiture of booth space and loss of sales. For others purchasing a TFF, the Health Inspector will have a copy of your TFF application onsite for inspection purposes.
2. Food vendors must indicate on the Vet-Traxx Festival application whether they are a “Pre-packaged/Low Risk” vendor or a “Food Preparation/High Risk” vendor as described in the County of Sacramento Environmental Management Department guidelines. An explanation of the Low-Risk and High-Risk permits are as follows:
“Pre-Packaged/Low Risk” would be issued to a vendor that sells any properly labeled, prepackaged, processed food from an approved facility. Examples include candy, canned sodas, canned and bottled foods, and packaged ice cream bars. This permit may also be

issued to a vendor who engages in low-risk food preparation of foods such as; snow cones/shaved ice, smoothies, hot dogs, beverages, and pre-cooked/sliced pizza.

“Food Preparation/High Risk” would be issued to a vendor who engages in cooking, packaging, processing, assembling, or portioning of any potentially hazardous food. High-risk food preparation includes foods such as: hamburgers, tacos, meat sandwiches, and barbecue.

3. Food and/or beverage vendors must pass a Department of Health inspection and Fire Marshall Inspection in order to prepare and/or sell food and/or beverages at the festival.
4. All Vendors are required to collect and report California sales tax and maintain appropriate sellers permits. This is the responsibility of each vendor, NOT the Vet-Traxx Festival or Vet-Traxx Committee.
5. Sacramento Metropolitan Fire District requires all food vendors have a fire extinguisher, model year 2019, on-site during hours of operation.
6. All garbage must be bagged, tied and taken to the nearest garbage can. No garbage will be left behind or on the side of your booth during the festival.
7. Although security is provided, it is the responsibility of each vendor to secure all products and equipment. The City of Galt, the Galt Parks and Recreation District, Vet-Traxx Project Inc., and the Vet-Traxx Festival and Committee are NOT responsible for lost, stolen or damaged product, merchandise, vehicles or equipment.

ADDITIONAL INFORMATION FOR CRAFTS/MERCHANDISE OR INFORMATION ONLY VENDORS

1. All crafts/merchandise or information only vendor booths are subject to the Fire Marshall rules.
2. No illegal merchandise, pets, medicinal marijuana products, or any product that may be construed or used as a weapon can be displayed or sold at the event. Sale of cap guns and pop caps are also prohibited at this event.
3. Vendor is responsible for special permits.

SACRAMENTO FIRE SAFETY GUIDELINES

1. Event vendors are responsible for the safe operation of their booth, display or attraction.
2. Event vendors shall coordinate the event setup and take down with Festival Management to insure compliance with Fire and Life Safety regulations during the event.
3. The sidewalls, drops and tops of tents and canopies shall be of flame resistant material or treated with a flame retardant in an approved manner.
4. A portable fire extinguisher shall be included in each food booth. The minimum size for the extinguisher is 2A 10B: C (5 lbs.) If a deep fat fryer is being used, a K TYPE extinguisher shall also be included. All extinguishers shall have a current CA State Fire Marshals tag. All extinguishers shall be attached in an accessible and visible location between 3 and 5 feet above the ground.
5. Deep fat fryers shall not be used in food tents, but rather outside the tent and at least 18 inches from the outside wall of the tent. If a fryer is used in conjunction with a BBQ, it shall be at least 3 feet away from the BBQ. Deep fat fryers also require the addition of a K TYPE fire extinguisher.
6. BBQ's are not permitted within the food booth. Fuel for the BBQ shall be kept at least 10 feet away from the BBQ. BBQ's shall be located at least 10 feet from a structure or combustible materials. BBQ's and other open flame devices located outside of structures shall be secured from falling and contact with the public.
7. Fuel tanks shall be stored outside of any structure. The size of the tank shall be limited to 7 gallons, unless otherwise approved. Fuel tanks shall be secured from falling.
8. Smoking is NOT ALLOWED at any time within the food booths or within 25 feet of any fuel source. Smoking of any kind is only allowed in designated areas during the Festival.

9. Generators shall be located a minimum of 20 feet from tents or canopies. They should also be isolated from contact with the public by approved means. The refueling of hot generators is not allowed.

LIABILITY

The City of Galt, the Galt Parks and Recreation District, Vet-Traxx Project Inc., and the Vet-Traxx Festival and Committee, and volunteers assume no risk. By the acceptance of this agreement, the vendor expressly releases parties mentioned above of and from any and all liability for any damage, injury, or loss to any person or goods which may arise from the rental and occupation of said space by the vendor and agrees to hold and save all parties mentioned herein harmless of any loss or damage.

It shall be the responsibility of the vendor to obtain at his/her expense, liability, fire and theft insurance to protect their business, employees, customers, merchandise, equipment and appliances.

Parties mentioned herein nor its members, volunteers and/or sponsors shall not be held liable for injury, death or other casualty occurring to the vendor, his employees, guests, family, visitors, agents, or other persons associated with the vendor.

Parties mentioned herein will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to reasons of the facility in which the show is to be produced, being before or during the show, destroyed by fire or other calamity, or by an act of God, public enemy, strikes, statutes, ordinances, or any legal authority, or any other cause beyond the parties mentioned herein control.

Vendor releases all parties mentioned herein from any and all claims, liability for loss, injury, death, theft, fire loss, smoke damage, water damage or other loss or destruction of damage to the vendors' property and agrees to indemnify and hold all parties listed herein, to include volunteers and/or sponsors harmless from such claims, including any and all costs and expenses including reasonable attorney's fees required in defense of the same.

General Liability Waiver:

I agree to release and hold harmless The City of Galt, the Galt Parks and Recreation District, Vet-Traxx Project Inc., and the Vet-Traxx Festival and Committee and volunteers, and their agents, successors and assigns from any and all actions, causes of action, claims or demands for damages, personal injuries and death, and property damage or loss arising out of my participation in any capacity in any activities directly or indirectly associated with the Vet-Traxx Festival. This waiver is on behalf of me, my heirs, my executors, administrators and assigns. I understand that this agreement specifically includes the use of any motorized vehicles or equipment either personal or borrowed either on or off the premises and that I am taking personal responsibility for any motorized vehicle or equipment that I operate. I fully understand that festival activities may include situations that pose a danger to me and my personal property. I hereby acknowledge and assume all risk of injuries or damage to my person or property. No promise or inducement, which is not herein expressed, has been made to me, and in executing this Release I do not rely upon any statement or representation made by any person or their agent. I further state that I carefully read the foregoing Release and know the contents thereof, and I have accepted the same as my own free act.

TERMS AND CONDITIONS

This general contract and vendor policies constitutes the entire contract between the parties and replaces any previous communications or agreements whether written or oral. No waivers,

modifications or amendments shall be valid unless written upon, or attached hereto and shall be approved in writing by the Vet-Traxx Festival event management. The laws of the State of California shall govern the construction, validity, and performance of this agreement.

Information provided in this application is certified to be correct to the best of my knowledge and belief at the time of submission. By signing this application I acknowledge I have read and agree to abide by all of the Policies and Conditions set forth in the Vendor Information, Policies & Conditions document.

Signature