

# FREEDOM FEST



July 2, 2022 // 5:00 PM- 9:30 PM

Porterville Sports Complex, 2701 W. Scranton Ave.

## INFORMATIONAL BOOTH AGREEMENT

### FEES

COMMERCIAL- \$50\*

NON-PROFIT/ GOVERNMENT/ SCHOOL- \$0

Fees based on a booth size of 10' x 10'

\*Waived for EVENT sponsor

### DEADLINE

June 17, 2022

Submittal of this agreement does not guarantee booth space. Event will notify vendor upon receipt and review of agreement as to if space is still available.

## VENDOR AGREEMENT

c/o CITY OF PORTERVILLE, PARKS & LEISURE SERVICES, 291 N. MAIN STREET, PORTERVILLE, CALIFORNIA 93257

1. ORGANIZATION must set up by no later than 5:00 pm and may not vacate their space until the event is over at 9:30 pm
2. ORGANIZATION will be assigned a space by the Event on a first come, first served basis.
3. ORGANIZATION will receive up to three vendor parking passes only. No unauthorized vehicles will be allowed to enter the gates without a parking pass.
4. EVENT will provide the space for vendors and ORGANIZATION 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 - no exceptions.
5. All ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION will be at the sole discretion of the EVENT. Absolutely no refunds will be made after **June 17, 2022**.
8. ORGANIZATION shall indemnify, defend, and hold harmless the City of Porterville, and any affiliated 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 ORGANIZATION, ORGANIZATION 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 indemnified hereunder, except as limited by California Civil Code Section 2782.

9. The EVENT'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. 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 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. ORGANIZATION 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.
16. No food, beverage or merchandise are to be sold by ORGANIZATION.
17. ORGANIZATION may offer giveaways along with information pertaining to their group at their booth.
18. No amplified music is allowed at the booths.
19. ORGANIZATION may begin set up at designated time as determined by EVENT.
20. Vehicles are allowed near booth locations to unload but they must be moved before 5:00 PM into a parking spot. For the safety of our patrons, absolutely no vehicles will be allowed to park on the grass or access road during the event.

**Yes, I agree to all the terms and conditions as listed above.**

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

## CONTACT INFORMATION

Applicant Name:

Number of Spaces:  Type of Booth:  Nonprofit/Government/ School  Commercial

Organization/Business Name:

Address:

Telephone:  E-mail:

**SUBMIT/ CHECKS PAYABLE TO: City of Porterville // 291 N. Main Street, Porterville, CA 93257**  
**QUESTIONS: lpagan@ci.porterville.ca.us // (559) 782-7522**