

FREEDOM FEST



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

Porterville Sports Complex, 2701 W. Scranton Ave.

Porterville CA. 93257

VENDOR APPLICATION

Completed applications include:

- VENDOR AGREEMENT
- TEMPORARY FOOD EVENT PERMIT APPLICATION FORM *(food vendor only)*
- VENDOR FEES: One check made payable to *City of Porterville*
 - ✓ City of Porterville Vendor Fee
 - ✓ HHSА Food Event Permit Fee* *(food vendor only)*

**If you have an annual health permit issued by the County of Tulare, please provide a copy with your application.*

FEES

FOOD/ CRAFT VENDOR- \$100

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

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, 291 N. MAIN STREET, PORTERVILLE, CALIFORNIA 93257

This agreement between City of Porterville, hereinafter referred to as EVENT, and

_____ (*Vendor Name*), hereinafter referred to as VENDOR,

is entered into by both parties as: _____ (date).

1. Sales and any other applicable taxes are the sole responsibility of VENDOR.
2. VENDOR must arrive and begin set up before gates open to the public at 5:00 PM and will stay until the conclusion of the event at 9:30 PM.
3. VENDOR will receive up to three vendor parking passes only. No unauthorized vehicles will be allowed to enter the gates without a parking pass.
4. No vehicles will be allowed on the grass between 5:00- 9:30 PM. No exceptions. VENDOR may unload near assigned booth area, but must park in designated parking spots.
5. Fire extinguishers are required for all food vendors.

6. EVENT will provide the space for vendors and VENDOR 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.
7. All VENDOR personnel must conduct themselves in a friendly, courteous and honest manner before the public.
8. EVENT accepts no responsibility or liability for, including but not limited to, damage, fire, theft, vandalism, etc. to the VENDOR property and/or personnel.
9. 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. Absolutely no refunds will be made after **June 17, 2022.**
10. VENDOR 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 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 indemnified hereunder, except as limited by California Civil Code Section 2782.
11. 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.
12. Articles for sale must be in keeping with traditional family values at the discretion of EVENT. EVENT reserves the right to remove VENDOR or halt sale of items not presented on VENDOR application.
13. 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.
14. This agreement may not be modified or amended, except in writing signed by the EVENT and VENDOR.
15. This agreement shall be construed in accordance with the laws of the State of California.
16. 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.
17. 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.
18. 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.

- 19. VENDOR is duly notified that they will be required to pay a fee for a temporary food event health permit and must abide by the guidelines set forth by the Tulare County Health & Human Services Agency. Appropriate application materials and the Temporary Food Vendor Fee must be submitted along with this application.
- 20. Organization may begin set up at designated time as determined by Event.
- 21. EVENT reserves the right to limit the number of similar types of product booths, particularly food, in order to provide a maximum profit opportunity for VENDORS.

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

Signature: _____ Date: _____

VENDOR INFORMATION

Applicant Name:

Number of Spaces Required: Type of Booth: Food Craft

Organization/Business Name:

Address:

Telephone:

E-mail:

Do you have a Porterville City Business License? Yes No

Describe types of products: _____

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