

CALIFORNIA CELTIC FEST
 Food Vendor Application
 June 15, 16 2024

ORGANIZATION INFORMATION

Organization Name _____

Contact Person _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone _____ Cell Phone _____ Fax _____

Calif. Resale # _____ E-Mail _____

BOOTH REQUEST *(Booth requests are subject to approval) For multiple booth locations please fill out application for each location.)

All prices are per chart below.

Tent space larger than 20x20 must be negotiated.

<u>Tent Space up to 20x20</u>	<u>\$450.</u>
<u>Food Truck</u>	<u>\$450.</u>

Booth ____ or Food Truck ____ (check one)	Space Size	_____ \$ _____
Required Set Up Time Needed	Hours	_____
Food Permit (required for ALL pre-packaged food) ____ \$125.00		\$ _____
Extra Electricity: 20 amps \$20 each, 50 amps \$100. Each		\$ _____
Extra Vendor passes \$10. Ea, 3 for \$25.		\$ _____
Total Due: Payable to the California Celtic Fest		\$ _____

General Liability Insurance (Name of Carrier) _____ Policy # _____
 (Each Vendor must provide the CCF with proof of General Liability Insurance of no less than \$1,000,000. Naming CCF as additional insured).

Notes:

CALIFORNIA CELTIC FEST
Food Vendor Application
ELECTRICAL REQUIRMENT AGREEMENT
June 15, 16 2024

Note: One (1) 20 amp electrical service is provided with each 10x10 space

Business Name _____

Contract Person _____

Mailing Address _____

City _____ Sate _____ Zip _____

Telephone # _____ Cell Phone _____ E-Mail _____

List all applications or item you will be using electricity for:

I hereby agree that the above information comprises all of my electricity requirements and I understand that the Festival agrees to supply only the aforementioned electrical supply. The Festival or staff is not responsible in any way for any type of loss due to electrical difficulties or failures. I further agree that if I, or anyone on my staff is found to be using electricity other than what I have listed and paid for, that I will be subject to a \$250 fine, the cost of all electrical fees will be doubles and payment will be due immediately. I also understand that the Festival has the right to disconnect all of my electricity and/or close down my booth and that I forfeit all fees paid to date.

Please note: Electric service provided by CCF will be available one (1) hour prior to the start time each day and no more than 15 minutes after the end time, each day of the event.

(Please Print) _____ Date _____

Signature _____

CALIFORNIA CELTIC FEST
Food Vendor Application
For the selection and contract process
June 15, 16 2024

All Vendor space is subject to availability and approval. Decisions to approve vendor space shall be at the sole discretion of the California Celtic Festi. All applications will receive due consideration.

The California Celtic Fest does not guarantee you will get the location or products requested. The application does not automatically reserve space and is valid for the CCF event dates listed above only. You will receive an e-mail from CCF office with an acceptance or decline within 30 days after application is received.

GENERAL LIABILITY INSURANCE – Every Vendor must provide the CCF with proof of general liability insurance of no less than \$1,000,000. Naming the California Celtic Fest and Orange County Law Enforcement Emerald Society as additional insured. **COPY OF CERTIFICATE OF LIABILITY INSURANCE MUST BE PROVIDED PRIOR TO THE EVENT.**

Selling of Lead Generation Lists and Fund Raisers is strictly prohibited.

Failure to keep your product within your allotted/purchased space MAY RESULT IN REMOVAL FROM THE FESTIVAL.

Space location will be assigned based on date application is received.

No guarantees are offered or implied.

ACCEPTANCE OF TERMS AND CONDITIONS

- I agree to indemnify and hold harmless the California Celtic Fest and Orange County Law Enforcement Emerald Society and all of its officers, agents, and employees from any and all liability, claims, damages, or injuries to any person, including injury to Vendors' employees, and all claims which arise from or are connected with the performance or failure to perform the work or other obligations of this agreement, or as caused or claims to be caused by the acts or omissions of Vendor, its agents or employees, and all expenses of investigation and defending against same, provided, however, that this indemnification and hold harmless shall not include any claim arising from the active negligence or willful misconduct of the Festival and their agent and employees.
- I certify that I am the responsible person referred to in the Terms and Conditions, and that I am authorized to 1) execute on behalf of the business and 2) accept legal process on behalf of the business.
- I understand that my entry fee is NON-REFUNDABLE unless my application is rejected.
- I understand that I must clean my vendor space before departing at the end of the Festival in order to receive my cleaning deposit refund.
- I understand that if my method of payment does not clear processing due to insufficient funds, I will automatically be billed a \$35. Service fee.
- This is a rain or shine event and there will be no refunds given due to inclement weather.
- This agreement is between the California Celtic Fest (CCF) and Applicant ONLY. No part of this agreement is transferable to another party, including but not limited to space at the event, including sharing space with an entity other than herein named, etc.
- I agree to abide by all the procedures and rules stated in the Terms and Conditions and this application.

Signature _____ Date _____

Print Name _____

RETAIN A COPY OF ALL PAGES FOR YOUR RECOREDS

CALIFORNIA CELTIC FEST
Food Vendors Application
June 15, 16 2024

Please read the attached Term and Conditions and understand that they will be enforced. Those persons breaking these Terms may be removed from the festival grounds at the sole discretion of the California Celtic Fest (CCF) staff and will not be allowed to return or receive refund of vendor fee (s). The following are some important guidelines you should consider before submitting an application.

- All Festival correspondence will be done via e-mail, unless otherwise pre-arranged with the director in charge of your section.
- You will receive an acceptance or rejection letter, via e-mail.
- You are NOT approved until your complete application and all required documents, including full payment, are received by the CCF office. Once approved, you will receive an approval notice and further information via e-mail.
- Applications will continue to be accepted until space is filled. Space is limited therefore it is recommended that you apply within the submission dates indicated on the application blow.
- Application Submission Dates: All submissions must be postmarked by the dates indicated on the application to be eligible for corresponding space pricing.
- NO personal or business checks are accepted after May **15**
- Approved vendors will receive 4 Entry Badges/wrist bands, per 10x10 space, good for both days of the Festival.
- You may not change, swap, or relocate your booth or place booth in an unassigned location at any time.
- Your booth must be staffed at all times- do not leave your space unattended.
- All business dealings are to be conducted within the confines of your assigned booth/space, or within an arm's reach, not in the aisles.
- Booth space shall be clean and clear of all garbage, empty boxes/ containers, etc.
- YOU WILL BE NOTIFIED OF YOUR SET UP TIME UPON APPROVAL OF YOUR APPLICATION.
- Festival/Vendor Hours: Saturday 12-8pm, Sunday 12-7pm
- Vendors will have access to their booths 2 hours prior to opening each day and must depart no later than 30 minutes after close of the event day. All vehicles shall exit the vendor booth area 1 hour prior to the event start each day.
- Security is not provided for individual booths however there will be roving security patrols, and the Festival is fenced.
- All lighting must be florescent or LED, incandescent or halogen bulbs NOT allowed.
- No refrigeration or ice is provided by the CCF.
- No camping within the fenced area of the Festival grounds and no overnight stay within your booths.
- No golf carts allowed.
- Generators are PROHIBITED, except in the food court area.
- Vendors are to provide their own tables, chairs, canopies (weights and stakes are required), extension cords, lights, pigtails, power strips and tarps (to go around your booth or cover your tables at night).

The identity of vendors and sponsors reflect on the Festival reputation, therefore: the Board of Directors of the California Celtic Fest, herein referred to as (CCF), reserve the sole and exclusive right to accept or reject application.

To process your application for approval you must complete the attached application, electrical requirements agreement (if applicable) and include all that applies to your application with your check or money order (credit cards are not accepted) and send to:

California Celtic Fest
15802 Whitepost Ln.
La Mirada, Ca 90638

Please retain a copy of your complete application for your records

CALIFORNIA CELTIC FEST
Food Vendor Application
Vendors Terms and Conditions
June 15, 16 2024

The terms and conditions set forth on this document are specifically incorporated by reference into the Vendor Application and Agreement being executed by the Vendor to sell and/or display products at the California Celtic Fest (the "Festival"). The Vendor agrees to be bound by all the terms and conditions set forth herein which the California Celtic Fest (CCF) has determined are necessary to create and maintain the best possible vendor program for the visitors and guests. Upon acceptance of the Vendor Application and Agreement, the CCF and Vendor will be bound by the terms set forth herein.

DEFINITIONS: The definition set forth in the Vendor Application and Agreement have the same meanings when used in this document.

INTERPRETATION AND ENFORCEMENT OF THE LAW AND THESE TERMS AND CONDITIONS: Vendors specifically agree to abide by all applicable Ordinances and statues pertaining to the Vendor during the Festival. This includes any and all statutes and ordinances of the State of California, Orange County, and other government agencies pertinent to the vendors participating in the Festival., including but not limited to, those affecting gambling, health and sanitation, building and electrical construction, maintenance, fire safety and any sales tax regulations.

The CCF retains the right, in sole and absolute discretion, to interpret the meaning of any of the Terms and Conditions set for herein, the application of any ordinance or statute to the Vendor while participating in the festival, and upon notice to amend, modify or change the Terms and Conditions set forth herein.

Any violation of these Terms and Conditions by Vendor during the Festival, will be at the sole discretion of the CCF, will result in immediate forfeiture of all monies deposited and rights to continued participation at the Festival. If such termination occurs, the Vendor agrees to immediately leave the festival and upon mutually agreeable arrangements, remove and of its goods and other material from the Festival location. Nothing may be removed from the Festival location during the Festival, except as set forth in this Agreement or as approved by CCF.

BOOTH SETUP/REMOVAL: All Vendors will be notified of their Setup date/time upon approval of their application. Setup must be completed by 11am June 15, 24. (No Exceptions) and all vendors must be prepared to close their booth at the time the event closes daily. CCF Food Court and Vendor Representatives will be available on-site during set-up dates and times. All vendors vehicles must be removed one (1) hour prior to the event opening time. For the safety and convenience of our vendors and guests, tear down for ALL vendors WILL **NOT** BEGUN UNTIL 7:00 PM, Sunday, and must be completed by noon Monday. The following day. **FAILURE TO ADHERE TO THIS BREAKDOWN TIME WILL RESULT IN A NON-COMPLYING VENDOR BEING DENIED PARTICIPATION IN FUTURE CALIFORNIA CELTIC FESTS.**

APPROVED VENDORS: Only Vendors approved by CCF, are permitted to sell/display their product (S) at the festival. If a Vendor allows a non-approved vendor to sell any product or display any goods, then such Vendor's rights to participate may be terminated immediately by CCF.

SOUND RESTRICTIONS: The use of any sound devices must be approved prior to its use by CCF. Upon approval Vendor agrees to maintain any sound from such equipment at a conventional level to avoid interference with neighboring vendors. CCF has sole discretion to determine if such sound level is too loud or objectional, and if so determined, the Vendor will take such action as directed by CCF.

SECURITY: Security is not provided for individual booths. There will be security present at the Festival; however, CCF is not responsible for losses of any kind suffered by Vendor.

TRADEMARK/COPYRIGHTS: California Celtic Fest and the Festivals logo are registered trademarks and copyrighted material of CCF. Vendor is not authorized to use the Festival's logo or registered trademarks in any commercial manner without the express prior written consent of CCF.

CLEANUP: Vendor agrees to maintain a clean and presentable booth. Vendor is responsible for the removal of ALL materials, litter, garbage, including boxes and signs, and may only deposit trash in containers provided by CCF for this purpose at specific locations within the Festival grounds. Boxes are to be broken down to fit in the disposal containers. Vendors will not dispose of any hazardous materials or burn any objects on Festival grounds, such acts are strictly prohibited. **FAILURE TO ADHERE TO CLEANUP PROCEDURES WILL RESULT IN A NON-COMPLYING VENDOR BEING DENIED PARTICIPATION IN FUTURE FESTIVALS.**

FESTIVAL SCHEDULE: Vendors agree to see that their booth is staffed with sufficient people during the scheduled Vendor operational hours of the Festival. The hours of operation of the Festival are Saturday 12pm-8pm and Sunday 12pm-7pm

ACCESS FOR FESTIVAL: CCF will provide Vendor the agreed upon entry passes. **THE VENDOR ACKNOWLEDGES THAT NO ONE WILL BE ALLOWED IN FESTIVAL GROUNDS WITHOUT AN ENTRY PASS.** Entry passes must be shown for admittance to the festival grounds. All Vendors vehicles must be moved outside of the fenced festival grounds 1 hour prior to the start of the event, or they will be towed and impounded at the owner's expense. Vendors, their employees, subcontractors, and agents must abide by all parking and traffic control signs and devices. Failure to follow the directions given by CCF will result in appropriate enforcement action. All persons, all material and vehicles entering the Festival ground are subject to inspection and search.

RE STOCKING: Vendors may restock using a vehicle on Sunday but no later than one (1) hour prior to the event open time. Any restocking during any other time must be accomplished by carrying such goods and entering through the entry gate closest to their booth.

ELECTRICITY: For a Vendor to receive electricity, Vendor must complete the "Electrical Requirements Agreement" form and submit it with their application and applicable fees to CCF. CCF will inform Vendor if their application for electricity is approved. Vendor may not exceed the amount of electrical usage agreed upon. If Vendor is notified that they are exceeding the allowable usage by CCF, then Vendor must reduce the power demand to the agreed upon limits or must pay CCF and additional \$250.00. As an alternative, CCF reserves the right to disconnect supplying electricity if after notification of usage of excess amounts of electricity and Vendor does not reduce their usage to the agreed upon amount. Electricity provided by CCF will be available one (1) hour prior to the start of the event and fifteen (15) minutes after the end of the event each day.

MERCHANDISE: Vendor agrees that Vendor will not sell or display material which, in the sole and absolute discretion of CCF, is determined to be obscene, dangerous, or unlawful. The vendor acknowledges that these include but are not limited to: helium balloons, any compressed gas tanks, and drug paraphernalia.

*Vendor may not bring upon the Festival grounds any of the following items, unless specific written permission is given by CCF, and then only after actual inspection by an authorized staff member of CCF, any of the following:

- **HAZARDOUS SUBSTANCES:** Included but not limited to: any flammable liquid, gases, explosives, radioactive material, asbestos, polychlorinated biphenyl and chemicals known to cause cancer or reproductive toxicity to humans or animals. This includes any products used for cleaning, cooking, painting, balloons, electrical products, or insecticides.
- **COMPRESSED GASES:** Including, but not limited to: all portable compressed gas tanks containing flammable or explosive products, such as, helium, oxygen and propane, (subject to the written approval and inspection, only those which meet all department of Transportation regulations spelled out in Code of the Federal Regulations, section 49, and at OSHA 1910.101 will be considered to be allowed on the Festival grounds). Should any item be permitted on the Festival grounds, Vendor will be required to install, use and comply with any requirements for public safety through the use of all devices as may be required by code, including but not limited to: fire suppression, signage, ventilation, physical guards and restraint devices.
- **GENERATORS/HELIUM BALLOONS:** Including all generators. Helium balloons are not allowed on Festival grounds.

PET RESTRICTIONS: Vendors will **NOT** bring live animals onto the Festival grounds at any time, with the exception of animals trained and used for medical reasons or law enforcement (specifically service animals as defined in the Americans with Disabilities Act) unless written approval by CCF. Vendors acknowledge that it is unlawful to leave unattended pets inside a vehicle.

REFRESHMENTS: Vendor agrees that they will limit any refreshments for personal consumption to a small cooler. **ALCOHOLIC BEVERAGES ARE NOT PERMITTED.**

REQUIRED SELLERS PERMIT: Vendor agrees that they will have a valid California sellers permit, collect taxes and be responsible for the reporting of the same to the Board of Equalization. Vendor acknowledges that they have been informed that a seller's permit may be obtained from the State Board of Equalization Office. If Vendor is selling a product, Vendor must supply a copy of such sellers permit to CCF; this includes "out of state vendors".

SPAS AND HOT TUBS: If vendor is displaying or selling any Spa or Hot Tub, Vendor acknowledges that they may be assessed an additional charge based on the amount of water used for filling the spa or hot tub. Vendor will not permit any BODY CONTACT with the water in the spa or hot tub. If Vendor permits body contact to occur, the spa or hot tub will be taken out of use until it can be drained. Vendor acknowledges that such drainage shall not occur before the first Monday following the last day of the event. FAILURE TO ADHERE TO THIS PROCEDURE WILL RESULT IN A NON-COMPLYING VENDOR BEING DENIED PARTICIPATION IN FUTURE FESTIVALS.

CCF LIMITATION OF LIABILITY FOR BREACH OF CONTRACT; Should Vendor make any claim for breach of contract by CCF, Vendor agrees that if CCF is found to have breached any terms of the Vendor Application and Contract, then CCF's liability for such breach will be limited to the sum of \$100.00.

APPLICABLE LAW: All terms of this Agreement are to be interpreted pursuant to the laws of the State of California.

JURISDICTION AND VENUE: This Agreement is deemed to be entered into to be performed and enforced in Placentia, California and all actions for any enforcement or interpretation of this Agreement under all Federal and State Laws or otherwise, shall be settled by binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Services (JAMS), and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Any such arbitration award shall be binding on the Parties. Such arbitration shall be conducted before JAMS in Orange County.

BINDING PROVISIONS: This Agreement is binding upon, and to insure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and assigns.

Each provision of this Agreement will be considered severable and if for any reason, any provision or provisions are determined to be invalid or unenforceable by a court of competent jurisdiction; such invalidity will not impair the operation of or affect those portions of this Agreement which are valid.

VENDOR SPECIFICALLY ACKNOWLEDGES THAT NO MOTORIZED SCOOTERS (except handicap), GOLF CARTS, BICYCLES, AND/OR SKATEBOARDS ARE ALLOWED ON THE FESTIVAL GROUNDS

ALL DATES AND TIMES ARE SUBJECT TO CHANGE

RETAIN A COPY FOR YOUR RECORDS

Please remember to include the following:

- ✓ Complete Application (must be filled out entirely)
- ✓ Check or Money Order Payable to California Celtic Fest (total amount due by May 15)
- ✓ Electrical Form
- ✓ Copy of Seller Permit (Out of Calif. Vendors contact: State of California Board of Equalization at 1-800-400-7115 to apply for this free permit)
- ✓ Free Drawing Slip (if applicable)
- ✓ Lead Slip (if applicable)
- ✓ Product Picture (all Vendors)
- ✓ Please make sure pages 1,2 and 3 are signed and complete.