



## 2017 California Poppy Festival™ Food Vendor Application

**Application Deadline: Friday, March 3, 2017**

Application does not guarantee acceptance.

Please type or print legibly in blue or black ink.

Incomplete applications will not be accepted.

### Applicant Information

Business Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_ Website: \_\_\_\_\_

Product Description: \_\_\_\_\_

Non-profit agencies must attach a 501(c)3 tax exempt certificate. Community groups must be recognized organizations like booster clubs that do not use proceeds for the personal profits of its members. The City reserves the right to determine qualifications of groups in this category.

Booth operated by:  Non-profit Agency  Community/Youth Group  Individual  Business

**All vendors must provide a certificate of general liability insurance as specified in Section F of the 2017 Special Event Terms and Conditions.**

### Booth Specifications

My booth is:  a trailer  a tent/canopy  other :

|   |       |  |       |                           |       |
|---|-------|--|-------|---------------------------|-------|
| Total area needed (include barbeques, etc.): (in feet)  | _____ | Feet/left<br>to right  | _____ | Feet/<br>front to<br>back | _____ |
| <input type="checkbox"/> My booth is "self-contained" by L.A. County Standards.<br>It has:  |       | <input type="checkbox"/> My booth is NOT "self-contained" by L.A. County Standards.                          |       |                           |       |
| <ul style="list-style-type: none"> <li>a three-basin utensil sink with hot/cold water, and</li> <li>a one-basin hand wash sink with hot/cold water, and</li> <li>its own means of electricity.</li> </ul> |       | <ul style="list-style-type: none"> <li>I will need Festival utensils and hand-washing facilities.</li> </ul> |       |                           |       |

City will provide 1 – 110v, 20 amp circuit. Multiple outlets require vendor to bring a splitter / surge protector. Any other electrical requirements, e.g., 220v circuit, is the responsibility of the vendor.

### Booth Space Reservation and Fees

Select space needs and compute fees. Attach one payment for the **Total Vendor Fees** and one payment for the **Refundable Cleaning Deposit**. All vendors are required to bring their own sources of electricity (i.e. extension cords).

|   |       |                                |
|---|-------|--------------------------------|
| <input type="checkbox"/> 12' x 12' Standard Space Fee (\$525 non-profit/community) or (\$650 business/individual fee)<br>(includes 4 badges and 2 parking passes) | _____ | \$                             |
| <input type="checkbox"/> Oversized site fee (specify) (\$575 non-profit/community) or (\$700 business/individual fee)<br>(includes 6 badges and 3 parking passes) | _____ | \$                             |
| First payment for <b>Total Vendor Fees</b>  | _____ | <b>TOTAL</b> \$                |
| Second payment for <b>Refundable Cleaning Deposit</b>   | _____ | <b>DEPOSIT</b> \$ <b>50.00</b> |

### Special Terms and Conditions for Food Vendors

- Booths must meet Los Angeles County construction standards.
- All booth tarps and coverings must be fire retardant and must display the Los Angeles County fire retardant seal.
- All booths serving food where an open flame or heat is present, must have a fire extinguisher with a minimum rating of 2A 10BC. Extinguishers must have been serviced in the past 12 months and date must be recorded on the tag.
- All booths serving food where a deep fat fryer is used, must have a K Class fire extinguisher. Extinguishers must have been serviced in the past 12 months and date must be recorded on the tag.



## 2017 Special Event Terms and Conditions

**Weather:** *Event takes place rain or shine.* Weather in the Antelope Valley can be very unpredictable. Temperatures fluctuate. In any case, prepare for windy conditions, gusting above 30 m.p.h.

California Poppy Festival™ is produced and operated by the City of Lancaster (the "City"). Vendors participate in California Poppy Festival™ by formal application (applicants, vendors and their agents and employees collectively referred to hereinafter as "Vendors"). Whereas the City intends to conduct California Poppy Festival™ (the "Festival"), which is open to the general public; and whereas the Vendor would like to sell/promote his/her products at said Festival in a space/site to be determined by the City, it is agreed between the City and Vendor that the Festival will be conducted under the following terms and conditions:

### Vendor Application, Selection & Payment

A. All Festival vendors are selected through a City juried process. The City must receive a **completed** application and payment by the application deadline for consideration. Postmarks will not be honored. The City will contact all vendors prior to the Festival to report status of selection. If accepted, the Vendor payment will be processed. No refunds will be issued after the Vendor has been accepted. Applications may be withdrawn in writing prior to, or when, the Vendor is notified of acceptance. Non-accepted Vendors may request to be placed on a wait list. A packet with the Festival information, schedules, and details will be sent to accepted Vendors prior to the Festival. **Submission of an application does not guarantee a place in the event. The City's decision of acceptance or non-acceptance is final.** The City reserves the right to require Vendors to provide photographs of any of the products they plan to sell.

### Exhibit Space & Merchandise Display & Sale

- B. City will provide appropriate site assignment in accordance with the best interest of the Festival. Space location and configuration is very limited and can change from year to year. Vendor shall not change space/site or use a space not occupied by another Vendor. Only the accepted Vendor may exhibit in the assigned space. Space may not be donated or sold to another party.
- C. Vendor displays are subject to City approval. The City reserves the right to reject all, or any part of, the Vendor's concession if found in the City's judgment to be unethical, misleading, in poor taste or otherwise inappropriate or incompatible with the character of the Festival. The City also reserves the right to limit and prohibit types and quantities of all vendors' products. Only items listed on the Vendor application that have been approved will be allowed to be displayed or sold in the Vendor's space/site. Once the Vendor is accepted, the City reserves the right to remove any item from display and/or any Vendor from the Festival on the basis of exhibiting unapproved, unacceptable or inappropriate items. All displays will be inspected during setup and at intervals throughout the Festival to insure that displays and items sold are consistent with approved application list. No refunds will be issued to a Vendor if any item or part of his/her display is removed. The City's decision is final.
- D. Unless specified otherwise in the acceptance packet, the Vendor is responsible for bringing any supplies and equipment including chairs, tables and canopies necessary for display of products. **Display units should be designed for outdoor use and capable of withstanding the elements. All umbrellas, tents, shade coverings and unstable or fragile items must be secured or anchored with sandbags or equivalent device. The Festival grounds are subject to winds including sudden, strong gusts.** Heavy merchandise should be placed or secured in a manner as to prevent injury in the event they are blown over by winds. All displays must be contained in the assigned space/site provided. Vendor shall be responsible for set up of sales display, removal and clean-up of his/her space/site. No person, chairs or other items from Vendors space/site may block an aisle or another space/site. Fire and safety inspectors will be on-site to approve displays.
- E. Unless specified in the acceptance packet, the City does not provide power strips, water, tables, chairs, easels, tents, canopies, sign stands, signs, rope, tape, table covers, or dollies, nor will City be selling display materials. **Access to electricity through a City or Vendor generator is on a very limited basis, must be pre-approved in writing by a City representative and requires additional fees.**



- F. **Vendor must provide a certificate of general liability insurance with minimum limits of one million dollars per occurrence and two million dollars aggregate and with original endorsements affecting such coverage (sample attached),** naming as additional insured "City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned". **The name and date(s) of the event must also be included on the certificate.** Vendor will be disqualified and this Agreement will be null and void and of no effect if City does not receive proof of insurance at least thirty (30) calendar days prior to the event. Vendor is responsible for the security of his/her wares, merchandise, display items and personal property.
- G. Vendor must comply with all applicable municipal, county, state and federal laws. Vendor shall be responsible to obtain any requisite permits. **The City does not require vendor to obtain a City business license for the Festival.** The City shall not collect a percentage or commission on any Festival sales; all proceeds go to the Vendor. Vendor shall be responsible for collecting and reporting taxes. **For more information about collecting and reporting state taxes and/or to obtain a resale number, contact the local office of the State Board of Equalization or call 800-400-7115.** Original seller's permit must be posted in Vendor space/site.
- H. Vendor must staff his/her booth during all Festival hours. Sales of Vendor's products must only be conducted by persons 18 years of age or older. No City staff will be allowed to "stand-in" for Vendor. Vendor must be present for entire Festival. Vendor will not be allowed to break-down his/her booth before the advertised end of the Festival. All sales must take place from tables or displays within the assigned space/site. **No vans, autos or trucks will be allowed in the immediate selling area or individually assigned spaces during the Festival hours.**
- I. Vendor will be allowed to unload vehicles and setup during hours specified. All vehicles must be cleared from the Festival grounds by noted times. Oversized vehicles may not be able to drive up to assigned spaces due to configuration of the area and traffic congestion. A nearby unloading area will be provided.
- J. Vendor must comply with all County of Los Angeles Department of Public Health ("Public Health") laws for temporary events. Vendor shall be responsible for obtaining a Public Health "Community Event Temporary Food Facility" permit. When filling out the L.A. County application for said permit, please write: **CITY OF LANCASTER: CALIFORNIA POPPY FESTIVAL™** on the line indicating the name of the event. For more information and/or to obtain a "Community Event Temporary Food Facility" permit, contact the local Lancaster office of the County of Los Angeles Department of Public Health at (661) 723-4533. **Original permit must be posted in Vendor space/site, Department of Public Health inspectors will be on-site to check for proper permits during the Festival.** No refunds will be issued to Vendor who is disqualified from the event because he/she is not in compliance with County of Los Angeles Department of Public Health Temporary Event Standards.

#### **General Terms & Conditions**

- K. Illegal substances are prohibited. No alcoholic beverages may be sold by any Vendor. All City ordinances must be observed.
- L. Selling hot or cold food that is not pre-packaged is prohibited unless Vendor has received confirmation that he/she has been accepted as a "Food Vendor" by the City of Lancaster and has obtained a Public Health "Community Event Temporary Food Facility" permit in accordance with Section J, above. Brand name beverages sold and/or distributed shall be products of the Coca Cola company only.
- M. No dogs, cats or other animals/pets are allowed in the Festival area (unless part of a City-sponsored activity).
- N. No skateboarding, cycling or roller skating is permitted at the Festival (unless part of a City-sponsored activity).
- O. City will have the right, without compensation, to photograph Vendor and/or his/her booth and to photograph or reproduce graphic images of all artwork, craft and sale items, may reproduce these photographs for publicity purposes, and may provide press releases at its discretion to local press and media.
- P. The City reserves the right to remove any Vendor from the Festival due to inappropriate behavior or violation of any City, County or State regulations.

*Always something new!*  
*www.poppyfestival.com*  
*April 22 and 23, 2017*



Attn: JOHN SANDERS  
City of Lancaster  
44933 Fern Ave.  
Lancaster, CA 93534  
(661) 723-6071  
Fax (661) 723-5913

- Q. The City reserves the right to postpone, relocate or cancel the Festival as necessary due to accident, fire, act of God, or other causes beyond the City's control. In this case, the City's liability to the Vendor will not exceed the amount of payments received from the Vendor.
  
- R. Vendor shall defend, indemnify, and hold harmless the City, as defined in Section F of this Agreement, and the Festival Sponsors/Partners and volunteers from any and all actions, suits, proceedings, claims, costs, and expenses, including attorney's fees, for loss or damage to Vendor's wares, merchandise, display items or personal property.

**I've read and understand all City of Lancaster 2017 California Poppy Festival™ Event vendor application terms and conditions. I agree to comply with all terms and conditions, policies, rules and/or regulations stated or referred to herein.**

|                |               |          |       |
|----------------|---------------|----------|-------|
| Business Name: |               | Address: |       |
| Signature:     | Printed Name: |          | Date: |

Vendor should retain a copy of this agreement and all application materials for his/her records.  
Mail original to City of Lancaster, 44933 Fern Avenue, Lancaster, CA 93534.

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*City Use Only*

Vendor Accepted: \_\_\_\_\_

Vendor Not Accepted: \_\_\_\_\_ Vendor Waitlisted: \_\_\_\_\_

\_\_\_\_\_  
Authorized City Signatory

\_\_\_\_\_  
Date

Revised 12/28/2016 JC