

Town of Yucca Valley
Conservation Fair and Earth Day Celebration
Saturday, April 20, 2019
9:00 a.m. - 2:00 p.m.

The Hi-Desert Nature Museum will hold its Annual Conservation Fair and Earth Day Celebration on Saturday, April 20 from 9:00 a.m. to 2:00 p.m. at the Yucca Valley Community Center. The event will feature conservation groups, landscaping information, demonstrations, local artists, vendors, live music and performances.

For more information contact Stefanie Ritter sritter@yucca-valley.org or 760-369-7212

Vendor/Exhibitor Application, Agreement & Waiver

The deadline for all **vendor** applications will be March 08, 2019. The accepted vendors will be notified by March 16, 2018. The deadline for all **exhibitors** and **not-for-profits** applications will be March 22, 2019. Please print clearly and complete all forms.

Name: _____ Day Phone: _____

Organization: _____

Address: _____ City: _____ Zip: _____

E-mail: _____

Participant category:

- Vendor:** representing a business and/or selling merchandise (\$25 booth fee - Applicant is responsible for securing seller's permit)
- Exhibitor:** community organization, exhibiting only, no items for sale.

Brief description of items to be sold (with price range) or description of projects being exhibited (if new vendor, 3 photos are required – see guidelines below):

Space requested (circle):

Indoors:

Community Center

Outdoors:

Courtyard

Town Hall Parking Lot

Library Lawn

Make check/money order to: Town of Yucca Valley (no cash). For credit card payment fill out the credit card authorization form. If you are not selected as a vendor your check/money order will be returned.

Mail application forms and payment to:

Town of Yucca Valley - Earth Day
57090 29 Palms Hwy.
Yucca Valley, CA 92284

GENERAL RULES AND REGULATIONS:

Applications

Applicants must be age 18 or over. Vendors may include non-profit organizations, for-profit companies, and local artists that have conservation or nature related products or services to sell or promote. Vendor/Exhibitor eligibility will be determined by Town staff and will be appropriate to the fair theme. Vendor/Exhibitor booths will be assigned through the selection process for the specific event on a first come, first served basis. Fairs are publicized through Town website, social media and press releases. Emails will be sent to participants from the prior year. Prior participation does not guarantee admission. No vendor is guaranteed exclusivity for any item to be sold; in an effort to offer a wider variety of items to the public, the Town will strive to limit product redundancy.

All vendors must supply a valid California Seller's Permit and any other permit(s) needed to conduct business lawfully as determined by the State of California. Applications for a "temporary sellers permit" can be requested from the State Board of Equalization 35-900 Bob Hope Dr., # 280, Rancho Mirage, CA 92270, (760) 770-4828. Food items and beverages may not be sold or given away by non-food vendors.

Application and required forms must be filled out completely; incomplete applications will not be considered. Vendors who have not participated in an event within the last two calendar years must submit 3 photos representative of their product along with a description. Vendors must also submit a signed Town of Yucca Valley Liability and Medical Release, Indemnification Agreement. Applications received by the deadline will be reviewed and a written confirmation of approval or decline will be provided. Declined applications will be not be charged (check payments will be returned). Payment must be received with the application to be considered. Accepted forms of payment include personal/company check, money order/cashier's check, or credit card. The Fair is a rain or shine event. No refunds will be provided for any reason. This is an indoor/outdoor fair and the Town will not accept responsibility for goods damaged due to weather. Sellers/exhibitors must make their own decision to set up or not set up their display.

Vendor Selection

Selection is competitive with all applications received by the deadline to be reviewed by a Town staff panel. Selections are based on, but not limited to, desirability/originality of the items/product, price point of items, redundancy of similar items, timeliness of application, success of past participation. The Town reserves the right to deny the application of vendors that have previously not complied with Town requirements or regulations.

Space Assignments

Space assignment and details will be sent to vendor with the acceptance letter. Once space is assigned, no changes are allowed prior to or during the Fair. Only Town staff has the right to re-assign spaces. Vendors are not guaranteed any specific location - space preferences may be submitted but may not be accommodated. The Town will supply one 8 ft table and 2 chairs per booth. Vendors must keep all items within the assigned space. One vendor per space; subletting or "sharing" space is prohibited. Displays are subject to Town staff approval including signage. Canopies/EZ-Up style structures must be properly installed/anchored. Town is not responsible for theft/damage to vendor property.

Arrival/Departure: Vendors must arrive no later than 1 hour before opening and exit no later than 1 hour following conclusion.

Vendors may not begin dismantling their booth or vacate prior to the end of event. Vendors shall keep their space clean during and after event and are required to leave booth area free from debris and trash.

Vendors shall be appropriately dresses and conduct themselves with proper decorum. Vendor recycling is expected and containers will be provided by the Town. Smoking in not permitted in vendor booths. All vendors must adhere to the policies and/or any staff directions. Failure to do so may result in the removal from the Fair.

Food/Beverage/Concession Vendors

In addition to vendor application forms, any vendor selling food/beverage/concession products must provide a California Seller's Permit, a current permit from the San Bernardino County Department of Environmental Health Services (DEHS), and satisfactory Liability Insurance Certificate in an amount no less than \$1, 000,000.00 per occurrence, \$2,000,000.00 General Aggregate with an endorsement naming the Town of Yucca Valley, its officials, officers, volunteers, agents, and employees as additionally insured, at least two weeks prior to the event. Two documents are required: the certificate of insurance and the proper endorsement.

I agree to the event terms and conditions above.

By (Applicant):

Signature: _____ Printed Name _____

Business Name/Organization: _____ Date: _____

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TOWN OF YUCCA VALLEY LIABILITY AND MEDICAL RELEASE, INDEMNIFICATION AGREEMENT

In consideration for myself and/or the minor child listed in this form being permitted by the Town of Yucca Valley ('Town') to participate in the registered program or activity ('Recreation Program(s)'), I understand and agree that (please read before signing):

- 1) This release is intended to discharge in advance the Town and its officer, officials, employees, contractors, agents and volunteers ('Town Personnel') from and against all liability arising out of or connected in any way with the participation of myself and/or my minor child in said Recreation Program(s);
- 2) Participation in said Recreation Program(s) may be of a hazardous, strenuous, and/or physical nature;
- 3) Participation in said Recreation Program(s) may involve risk of serious injury, disability, or death, or property damage and loss, which may result not only from each participant's actions, inactions or negligence, but also from the actions, inactions or negligence of others, including the actions, inactions or negligence or other legal fault of the Town and/or Town personnel, or from the conditions of the facilities, equipment, or areas where said Recreation Program(s) is being conducted;
- 4) Knowing the risks involved, I nevertheless voluntarily request permission for myself and/or my minor child to participate in said Recreation Program(s);
- 5) I hereby assume any and all risks of injury, death or property damage arising out of or connected in any way with the participation of myself and/or my minor child in said Recreation Program(s);
- 6) I and/or my minor child listed herein is in good health and has no physical condition which would prevent safe participation in said Recreation Program(s) or activity supervisor any unsafe condition and/or injury incurred by myself and/or my minor child;
- 7) I understand that participating in certain activities, e.g. softball, swimming, gymnastics, and participants' could sustain injuries caused by other participants, including but not limited to; collision with other individuals, sprains, strains, etc.
- 8) In the event that my minor child requires emergency medical or surgical treatment while under the supervision of Town personnel in connection with such Recreation Program(s), such Town personnel may authorize treatment;
- 9) I understand that the Town provides no medical insurance for treatment of such illness or injury and that any cost of treatment will be at my expense. I understand the location of such Recreation Program(s) or the nature of the injury or illness may require the use of emergency medical services. On behalf of myself and/or my minor child, I therefore release, discharge and absolve the Town and all Town personnel from and against any and all liability, injury, or damage arising out of or connected with the use of such medical services;
- 10) I acknowledge that said Recreation Program is not child care as defined by the State of California;
- 11) I understand that Town personnel may photograph or videotape me and/or my minor child and that the Town may use such photographs or videotapes to promote Town programs and activities. I expressly allow, and hereby waive any objection to, the Town's photographing or videotaping of me and/or my minor child when I and/or my minor child am participating in said Recreation Program. I understand that neither I nor my minor child shall receive any compensation or payment for use of such photographs or videotapes and that all photographs and videotapes will remain the sole and exclusive property of the Town of Yucca Valley;
- 12) I understand and agree that this release is intended to be as broad and inclusive as permitted under California law, and that if any portion of this release is invalid, the balance shall continue in full force and effect;
- 13) This release shall be effective and binding upon myself and/or my minor child's heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns.
- 14) I hereby release, discharge and absolve the Town and all Town personnel in advance from and against any and all liability, injury or damage arising out of or in connection with my and/or my child's participation in said Recreation Program(s), or the failure on the part of the Town and/or Town personnel to comply with any obligations related to said Recreation Program(s), even though that liability, injury, or damage may arise out of the negligence or other legal fault of the Town and/or Town personnel;
- 15) I will indemnify, defend, and hold the Town and Town personnel harmless from any loss, liability, damage, cost or expense, including litigation, arising out of or connected in any way with the participation of myself and/or my minor child in said Recreation Program(s);

I HAVE CAREFULLY READ THIS RELEASE AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND/OR MY MINOR CHILD AND THE TOWN OF YUCCA VALLEY. I VOLUNTARILY AGREE TO EACH OF THE TERMS AND PROVISIONS HEREIN AND SIGN THIS RELEASE OF MY OWN FREE WILL.

PARTICIPANT (OR PARENT/GUARDIAN) PRINTED NAME, SIGNATURE AND DATE:

PRINTED: _____ SIGNED: _____ DATE: _____

SELECT ONE: _____ Registrant (18 & over) _____ Parent _____ Guardian _____ Senior (60+).

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Authorization for Credit Card Use

PRINT AND COMPLETE THIS AUTHORIZATION AND RETURN.

All information will remain confidential.

If you are not chosen as a vendor your credit card will not be charged.

Name on Card: _____

Billing Address: _____

Credit Card Type: ___ Visa ___ Mastercard

Credit Card Number: _____

Expiration Date: _____

Card Identification Number: _____ (last 3 digits located on the back of the credit card)

Amount to Charge: \$ _____ (USD)

I authorize _____ to charge the amount listed above to the credit card provided herein. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement.

Cardholder – Please Sign and Date

Signature: _____

Date: _____

Print Name: _____