

TOWN OF YUCCA VALLEY HOLIDAY CRAFT FAIR - GENERAL RULES AND REGULATIONS

Event Information & Application: The Craft Faire will take place on Saturday, 12/2/17 from 10 a.m. to 3 p.m. at the Yucca Valley Community Center. Vendor booths are \$25 per space. Spaces are assigned on first-come, first-served basis. Registration opens 9/5/17 at 8 am at the Yucca Valley Community Center. Registration closes 11/16/17 or when all spaces are sold. Applications can be mailed/delivered to the Community Center at 57090 Twentynine Palms Hwy, Yucca Valley, CA 92284. Mailed applications will be processed on 9/6/17 in the order they were received. If all tables are purchased on 9/5/17, mailed applications will be returned unprocessed.

Vendor applicants must be age 18 or over. Each vendor will be permitted to purchase one space only. All items being sold MUST be handmade and sold by the artist/craftsperson or member of their family. No commercial products are allowed. Vendors may include artists/craftspersons with products appropriate to the event theme as determined by Town staff. Fair is publicized in Town website, social media and press releases. Emails will be sent to vendors 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. Vendor name and sellers permit must match. 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 www.boe.ca.gov. Application may be submitted without permit to reserve a table, however, vendor must submit permit to the Community Services office by the deadline on 11/16/17 at 5pm.- if not provided, the vendor forfeits the space and a refund will be mailed - no exceptions. The Town does not keep prior permits on file. Food items and beverages may not be sold or given away by non-food vendors.

Application and forms must be filled out completely; incomplete applications will be declined. Vendors who have not participated in an event within the last 2 years must submit 3 photos of their product and a description. Vendors must also submit a signed Town of Yucca Valley Liability and Medical Release, Indemnification Agreement. Payment must accompany application; personal/company check, money order/cashier's check, or credit card are accepted. This is a rain or shine event. Vendor fee is nonrefundable - no refunds will be provided for any reason.

Food/Beverage/Concession Vendors: In addition to vendor application, 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) (909) 884-4056, 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, on or before 11/16/17 (two documents are required: the certificate of insurance and the proper endorsement).

Vendor Selection and Conduct: The Town reserves the right to deny participation to any vendor that has not complied with Town requirements/regulations. The Town reserves the right to exclude/dismiss any vendor if non-compliance with regulations is identified. Vendors shall be appropriately dressed and conduct themselves with proper decorum. Smoking is not permitted. All vendors must adhere to policies and staff direction; failure to do so may result in removal from the Fair.

Space Assignments: Spaces will be assigned on a first come, first served basis. Once space is assigned, no changes are allowed prior to or during the Fair. Only Town staff has the right to reassign spaces. Booth spaces are approximately 9' by 7' but can vary. One 8' x 2.5' table and 2 chairs per booth is provided. Vendors must keep all items within the assigned space. One vendor allowed per space; subletting or sharing space is prohibited. Tablecloth (required) and displays are the responsibility of the vendor and are subject to Town staff approval, including signage. Canopies/EZ-Up style structures must be properly installed/anchored. Town is not responsible for theft or damage to vendor property or merchandise.

Arrival/Departure: Vendors may arrive up to 2 hours before the event (8:00 a.m.) and 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.

I agree to the event terms and conditions above.

By (Applicant):

Signature: _____ Printed Name _____

Business Name/Organization: _____ Date: _____

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 NAME: _____

SIGNED: _____ DATE: _____

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