*Always something new!*
*www.poppyfestival.com*
*April 21 & 22, 2012*

lancaster ca
it's positively clear

Attn: NICOLE NUTT
City of Lancaster
44933 Fern Ave.
Lancaster, CA 93534
(661) 723-6173
Fax (661) 723-5913

# 2012 California Poppy Festival™ Aerospace Vendor Application

**Application Deadline: Friday, March 2, 2012**

Application does not guarantee Festival placement.

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: _____

## Booth Space Reservation and Fees

Select booth space needs and compute fees.

The 10' x 10' space includes a canopied tent with three sidewalls, one eight-foot table and two chairs.

☐ 10' x 10' Standard Space Fee ($150)
(includes 2 badges and 2 parking passes)

☐ 10' x 20' Double Space Fee ($300)
(includes 4 badges and 3 parking passes)

☐ 10' x 10' Space Only ($55)
(includes 2 badges and 2 parking passes)

*Space Fee:* $ _____

☐ One electrical outlet ($30) Limited supply, electricity is not guaranteed.

*Electrical Fee:* $ _____

☐ Additional Vendor Badges
(Additional parking passes are not available. Badges may be transferred among staff.)

# of badges (6 maximum) ____ x $ 2 $ _____

**All vendors must provide a one million dollar certificate of liability insurance** listing "the City of Lancaster, the Lancaster Redevelopment Agency, the Lancaster Financing Authority, the Lancaster Housing Authority, the Lancaster Boulevard Corporation, the Lancaster Community Services Foundation, and the Lancaster Museum and Public Art Foundation, as well as each of their Officers, Agents, Servants and Employees" as additional insured.

☐ I need to purchase liability insurance from the City of Lancaster ($55)

*Insurance Fee:* $ _____

☐ I will provide my certificate of liability insurance.

**GRAND TOTAL** $ _____

## Set-up and Exhibit Information

**I will unload and setup my booth on:**

☐ Friday, April 20, 4:00-7:00 p.m. My approximate arrival time is: _____

☐ Saturday, April 21, 6:00-9:00 a.m. My approximate arrival time is: _____

All vendors must be at their booths between 10 a.m. and 6 p.m. Early dismantle and booth abandonment is prohibited. Vehicles will be allowed back on the premises once the park has been cleared of patrons.

**Please check those that apply:**

☐ Handicapped parking space needed. (Copy of permit enclosed) ☐ I have two (2) vehicles to unload.

☐ I have an oversized vehicle to unload in my booth. Describe: _____

☐ I require overnight parking. License plate #: _____ State: _____

Previous California Poppy Festival Vendor: ☐ Yes ☐ No

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Provide a complete description of your display, and any information you plan to distribute. Sales and fundraising activities are prohibited in this area.

_____

_____

_____

## Payment Information

Payment Method: ☐ AMEX ☐ Discover ☐ MC ☐ Visa **or** Check #_____ Payable to: City of Lancaster.

A state driver's license or state identification card number must be written on all personal checks.
Cash is not accepted by mail. Payment must accompany application

**Credit Card Authorization**

Cardholder Name (print): _____ Card #: _____

Cardholder Signature: _____ Expiration Date: _____

## California Poppy Festival™ Terms and Conditions

**Date:** April 21 & 22, 2012
**Time:** 10:00 a.m. - 6:00 p.m.
**Location:** Lancaster City Park, 43063 10th St. W.

**Contact:** City of Lancaster
44933 Fern Ave.
Lancaster, CA 93534

(661) 723-6077
(661) 723-5913 Fax
www.poppyfestival.com

**Weather:** *Event takes place rain or shine.* Weather in the Antelope Valley can be very unpredictable. Temperatures can range from the low 50s to the high 80s. In any case, prepare for windy conditions, gusting above 30 m.p.h.

The California Poppy Festival™ is produced and operated by the City of Lancaster; hereinafter referred to as the "City." Vendors participate in the California Poppy Festival™ by formal application; applicants, vendors and their agents and employees being referred to hereinafter as "Vendors." Whereas the City intends to conduct the California Poppy Festival™, referred to hereinafter as 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 and must submit 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 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. Space/site changes or using a space not occupied by another Vendor is not allowed. 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, extravagant, challenging, questionable, 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 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

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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 your 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, or 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 case they should be 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 your 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. **A one million dollar Certificate of Festival Liability Insurance naming the City as additionally insured (as specified on page 1 of this application) is required for each Vendor.** Vendors who do not provide proof of insurance at least 14 days prior to the event will be dropped. The Vendor is ultimately responsible for the security of his/her belongings.

G. Vendors must comply with all applicable City of Lancaster, Los Angeles County, California state and federal laws. Any required permits needed to participate in the Festival are the assumed responsibility of the Vendor. Vendors shall be responsible for collecting and reporting taxes. The City shall not collect a percentage or commission on any Festival sales; all proceeds go to the Vendor. **The City does not require a City business license for Vendors. 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. Vendors must staff their booths during all Festival hours. Sales of products must be conducted by Vendors who are adults (18 years of age or older). No City staff will be allowed to "stand-in" for Vendors. Vendors must be present for entire Festival. Vendors will not be allowed to break-down their booths 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. Vendors 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. Vendors must comply with all County of Los Angeles Department of Health Services environmental health laws for temporary events. Any Vendor that is selling any food product must apply for the required permits. All required health services permits are needed to participate in the Festival and are the assumed responsibility of the Vendor. Vendors shall be responsible for filling out and submitting individual vendor applications with the County of Los Angeles Department of Health Services. The City shall complete and submit a Plan and Application for Temporary Events with the County of Los Angeles for the entire Festival. It is then the responsibility of individual Vendors to submit their individual environmental health applications. When filling out the L.A. County application where it requests Name of Event, please write: ***CITY OF LANCASTER CALIFORNIA POPPY FESTIVAL™.*** For more information and/or to obtain an environmental health permit for temporary events, contact the local Lancaster office of the County of Los Angeles Department of Health Services at (661) 723-4533. **Original permit must be posted in Vendor space/site, Department of Health Services inspectors will be on-site to check for proper permits during the Festival.** No refunds will be issued to Vendors that are disqualified from the event because they are not in compliance with County of Los Angeles Department of Health Services Temporary Event Standards.

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**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 you have received confirmation that you have been accepted as a "Food Vendor" by the City of Lancaster. Food Vendors must meet L.A. County Health Dept. requirements. Only Coca Cola products many be sold and/or distributed.

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 Vendors selling and to photograph or reproduce graphic images of all artwork, craft and sale items in this Festival and reproduce these photographs for publicity purposes and shall 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.

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, its officers and the Festival Sponsors/Partners from any and all actions, suits, proceedings, claims, costs, and expenses, including attorney's fees, for loss or damage to any photographs or items displayed for sale or any equipment.

**I've read and understand all City of Lancaster 2012 California Poppy Festival™ 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: |