

## VENDOR REGISTRATION

Contact name \_\_\_\_\_

Participant/organization/business name \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ E-mail address \_\_\_\_\_

Porterville city lic. No. (if applicable)\* \_\_\_\_\_ CA seller's permit no. (if applicable)\* \_\_\_\_\_

Non-profit exempt ID no. (If Applicable) \* \_\_\_\_\_

Food Vendors Health Permit no. (If Applicable) \* \_\_\_\_\_

*\* Include copies of permits*

**Fully describe types of food, arts, crafts, products, etc. Attach separate sheet if necessary.**

**Booth Type & Fees- all booth spaces are 10 X 10**

**CHECK TYPE OF BOOTH:**

Vendor Booth Space Fee	Food Vendor Booth	Informational Booth Only
<input type="checkbox"/> Arts/Crafts/Handcrafted Only \$125	<input type="checkbox"/> Booth \$165	<input type="checkbox"/> Commercial/Non- Profit \$100
<input type="checkbox"/> Wholesale or Commercial Retailers \$150	<input type="checkbox"/> Truck or Trailer \$200	
	<input type="checkbox"/> Non-Profit Entity \$125	

**Food Vendor - Will you operate from a truck or trailer? If yes, provide dimensions including hitch.**

BOOTH FEE \$ _____ x _____ (NUMBER OF BOOTH SPACES)	\$ _____
COMPLIANCE DEPOSIT (Add \$50)	\$ 50
CORNER BOOTH FEE* (Add \$50)	\$ _____
FOOD VENDORS HEALTH PERMIT FEE ** (Add \$91 or submit annual event permit)	\$ _____
LATE REGISTRATION (Add \$50 AFTER March 27, 2023)	\$ _____
SUBTOTAL	\$ _____
CHAMBER MEMBER (Subtract \$50)	\$( - _____ )
<b>TOTAL BOOTH FEE ENCLOSED</b>	\$ _____

*\* Accessible to customers from two sides, not necessarily an intersection. First Come, First Served, refunded if sold out.*

*\*\*The permit & fee are required by Tulare County Environmental Health. Veteran's fee waiver may apply.*

Submit to Porterville Chamber of Commerce 93 N Main Street, Porterville, CA 93257 or by email

[events1@portervillechamber.org](mailto:events1@portervillechamber.org)

**Must include Vendor Application & Photo of Booth**

**Payments:** Check to Porterville Chamber of Commerce or email us for payment by card:

## VENDOR AGREEMENT

This is an agreement between the Iris Festival, hereinafter referred to as EVENT, and the VENDOR, is entered into by both parties when the application is signed. **VENDOR PLEASE INITIAL EACH LINE BELOW BEFORE SUBMITTING.**

1. ☐ All VENDORS shall be open no later than 9:00 a.m. and close no sooner than 4:00 p.m. Vendors are to have everything removed from the booth by 6:00 PM April 15, 2023. However, no VENDOR booths may be removed prior to 4:00 p.m. (if removed before that time, security deposit will not be returned)
  - a. ☐ **COMPLIANCE DEPOSIT** - Please include a separate check in the amount of \$50. This check will be refunded if booth is staffed and opened for the duration of the festival as listed in #1 above, one week after the day of the event. Failure to comply will result in a forfeiture of this deposit. There will be a \$5 fee if paying the compliance deposit with credit card.
2. ☐ Sales and any other applicable taxes are the sole responsibility of **VENDOR**.
3. ☐ EVENT reserves the right to limit the number of similar types of product booths, particularly food booths, in order to provide a maximum profit for VENDORS.
4. ☐ EVENT will provide the space for VENDORS and VENDORS will provide the tent and/or fencing or similar material, table and chairs, appropriate decorations, within acceptable boundaries and dimensions at the sole discretion of EVENT, and in compliance with above named regulations. **There is no electrical power or water, bring your own if needed - sorry no exceptions.**
5. ☐ All VENDOR personnel must conduct themselves in a friendly, courteous, and honest manner before the public.
6. ☐ EVENT accepts no responsibility or liability for, including but not limited to, damage, fire, theft, vandalism, etc. to the VENDOR property and/or personnel.
7. ☐ In the event of public strike, labor strike, natural calamity or act of God or other unforeseen cause which results in limited or no public activity, EVENT will not be held responsible. There will be no refunds for these occurrences beyond the control of the EVENT. Due to the nature of this activity and potential conflicting dates, there is no rain date. In the event the festival is canceled for other reasons, the EVENT will be responsible only to refund prepaid space fees, less processing fee and has no other liabilities with regard to these shows. Refunds for cancellation by VENDOR will be at the sole discretion of the EVENT, and cancellation fee may apply. Absolutely NO refunds will be made after March 17, 2023.
8. ☐ VENDOR shall assure, defend, and hold harmless the Porterville Chamber of Commerce, its officers, agents, employees and sponsors against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by VENDOR, VENDOR employees, agents or independent contractors or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party covered hereunder, except as limited by California Civil Code Section 2782.
  - a. ☐ The Chamber's liability insurance does not protect individual VENDORS. Consult your own insurance agent regarding coverage on public liability, property loss, and property damage during the time your material is at the EVENT.
9. ☐ Articles for sale must be in keeping with traditional family values at the discretion of EVENT. **PLEASE SUBMIT A BOOTH PHOTO WITH THIS AGREEMENT. EVENT RESERVES THE RIGHT TO REMOVE VENDOR OR HALT SALE OF ITEMS NOT DISCLOSED ON VENDOR APPLICATION.**
10. ☐ Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
11. ☐ This agreement may not be modified or amended, except in writing signed by the EVENT and VENDOR.
12. ☐ This agreement shall be construed in accordance with the laws of the State of California.
13. ☐ In the event any part or parts of this agreement are found to be void, the remaining provisions shall nevertheless be binding with the cause and effect as though the voided parts were deleted.
14. ☐ VENDOR further agrees to hold harmless to the full extent of the law, EVENT, and including but not limited to its successors and assigns, heirs, executors and administrators, employees, sponsors, representatives, advisors, consultants, family, friends, of and from all, specialties, covenants, contract, malpractice, controversies, agreements, promises, variances, trespasses, damages, judgments', extent, executions, claims and demands whatsoever, in law or in equity, arising out of this agreement in any manner whatsoever including, but not limited to those herein above mentioned.
15. ☐ In the event that either party hereto is in default of any provisions of this agreement, the other party shall give written notice setting forth the specifics of the default to the party that is in default. If such default is not then cured, the non-defaulting party may terminate this agreement by giving the party in default written notice thereof. Any waiver of a default shall not constitute a waiver of other provisions hereof or a continuing waiver.

### FOOD VENDOR ONLY

1. ☐ VENDOR is duly notified that they are required to pay an additional \$91 fee for a temporary health department permit and must abide by the guidelines set forth by the Tulare County Dept. of Health. Appropriate materials will be mailed to VENDOR upon receipt of application. **\$91 Health Permit Fee in the name of the Porterville Chamber of Commerce must be mailed with this application to the Chamber.**
2. ☐ Fire Extinguishers are required for all Food Vendors.

**I have read the "General Policies" and "Liability Release" statements and agree to comply with them. Failure to comply could result in removal of participant during the Iris Festival and exclusion from future participation as a vendor in any event of the Porterville Chamber of Commerce.**

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date