

PART 1

PORTERVILLE CHAMBER OF COMMERCE

93 N. Main St., Suite A
 Porterville, CA 93257
 (559) 784-7502
 Events1@portervillechamber.org



VENDOR APPLICATION FORM V.1

VENDOR INFORMATION

COMPANY / FIRM NAME as shown on Federal Tax Return			Porterville City Business License #
ALTERNATE NAME if applicable / (doing business as)			Non-profit exempt ID #
POINT OF CONTACT NAME	TITLE	Food Vendor Health Permit #	
PAYMENT ADDRESS / CITY / STATE / ZIP			CA Seller's Permit #
VENDOR EMAIL	PHONE	PREFERRED CONTACT METHOD (circle one)	Veterans Fee Waiver
		EMAIL / PHONE	YES / NO
TAX EXEMPT?	VENDOR WEBSITE OR SOCIAL MEDIA PLATFORM		
YES / NO			

BOOTH TYPES & FEES (All booth spaces are 10' x 10')

Vendor Booth Space	Food Vendor Booth	Informational Booth Only
Arts/Crafts/Handcrafted Only - \$100	Prepackaged Food Vendor - \$100	Commercial Info Booth - \$100
Wholesale or Commercial Retail - \$125	Onsite Cooked Food Booth - \$150	Non-Profit Info Booth - \$100
Activity Booth - \$100	Truck or Trailer (10 x 20 booth space) - \$175	
	Non-Profit Entity Food Booth - \$125	

ADD - ONS

Intersection booth - \$50
Food Vendor Temporary Food Permit Fee - Refer to TFF App.
Consideration for preferred arrangement - \$0 (based on availability)

CHECKOUT LIST

Booth Amount (How many booth spaces)	
Booth Total	
Add-Ons Amount	
TOTAL	

If you have a preferred arrangement need, please let us know why and where: _____

This is an agreement between the Spring Festival, hereinafter referred to as EVENT, and the VENDOR, is entered into by both parties when the application is signed.

ALL VENDORS PLEASE INITIAL EACH LINE BELOW BEFORE SUBMITTING

	<p>1. All VENDORS shall be open no later than 10:00 a.m. and close no sooner than 3:00 p.m. Vendors are to have everything removed from the booth by 5:00 PM on April 5th, 2024. However, no VENDOR booths may be removed prior to 3:00 p.m.</p> <p>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.</p>
	<p>2. Sales and any other applicable taxes are the sole responsibility of VENDOR.</p>
	<p>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.</p>
	<p>4. EVENT will provide the space for VENDORS and VENDORS will be responsible for providing their own 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 - no exceptions.</p>
	<p>5. All VENDOR personnel must conduct themselves in a friendly, courteous, and honest manner before the public.</p>
	<p>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.</p>
	<p>7. In the event of a public or labor strike, natural calamity or other unforeseen cause which results in limited or no public activity, the EVENT will not be held responsible. There will be <u>no refunds</u> for any occurrences beyond the control of the EVENT. Due to the nature of this activity and potential conflicting dates, there is <u>no rain date</u>. The festival will proceed rain or shine. In the event the festival is canceled for other reasons, the EVENT will be responsible <u>only</u> to refund prepaid space fees, less processing fee and has no other liabilities with regard to this festival. Any refunds for cancellation by the VENDOR will be at the sole discretion of the EVENT, and a cancellation fee may apply. Absolutely NO refunds will be issued after March 21, 2025.</p>
	<p>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.</p>

	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 family friendly and at the discretion of EVENT. 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

	ORIGINAL: 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 documents will be given to VENDOR with application before submission. \$91 Health Permit Fee in the name of the Porterville Chamber of Commerce must be included with this application to the Chamber.
	2. Fire Extinguishers are required for all Food Vendors.

FINAL INITIAL STATEMENT

_____ 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 Spring Festival and exclusion from future participation as a vendor in any event of the Porterville Chamber of Commerce.

PART 3

REGISTRATION CHECKOUT

Payment Method

Cash	TOTAL INDICATED IN PART 1 CHECKOUT LIST	
Credit Card	CHAMBER MEMBER DISCOUNT (Subtract \$50)	
Check	COMPLIANCE DEPOSIT	\$50
Membership Credits	LATE REGISTRATION FEE: After February 28, 2024 (Add \$50)	
Other	TOTAL PAID	

FINAL CHECKLIST FOR SUBMISSION

BOOTH DIMENSIONS

MARK YES OR NO

PART 1 COMPLETED	Regular Booth (non-enclosed)	10' x 10'	
PART 2 COMPLETED	Enclosed Booth	10' x 10'	
PART 3 COMPLETED	Truck or Trailer: Window	LEFT	
PROPER DOCUMENTS ATTACHED	Truck or Trailer: Window	RIGHT	
FOOD VENDOR: HEALTH PERMIT FEE OR COPY	Other Specification:		
PICTURE OR WEBSITE LINK			

REQUESTOR / VENDOR'S NAME	SIGNATURE	DATE REQUESTED / PAYMENT SENT

INTERNAL USE ONLY	VENDOR SEGMENT	DATE RECEIVED	DATE PAYMENT PROCESSED

DEADLINE FOR ALL APPLICATIONS: MARCH 21, 4:00 P.M.

Submit to the Porterville Chamber of Commerce, find address on PART 1 of this application. Payments can be made to the Porterville Chamber of Commerce or online. Request invoices via email to the Events Coordinator.