

LIABILITY WAIVER

The undersigned acknowledges receipt of the Citrus Harvest Festival Vendor Information Packet, and agrees that he/she will comply with said rules. Noncompliance will result in removal of the activities from the streets. The undersigned further certifies that he/she is responsible for the activity, and is authorized to: a) execute on behalf of the group; and, b) accept legal process on behalf of the group. The undersigned also agrees to indemnify and hold harmless the City of Highland, the Historic and Cultural Preservation Board, Chamber of Commerce and building owners and tenants from all damages, liabilities, costs and expenditures, including attorney fees and costs of defense, which may occur by reason of use of street for Festival activities.

In consideration of the acceptance of my Application for entry into the above Event, I hereby waive, release and discharge any and all claims for damage for death, personal injury or property damage I may have, or which hereafter accrue to me, against the City as a result of participation in the Event. This release is intended to discharge the City, its officers, officials, employees and volunteers, any other involved municipalities or agencies from and against any and all liability arising out of or connected in any way with my participation in the Event, even though that liability may arise out of the negligence or carelessness on the part of the persons or cities mentioned above. I further understand that accidents and injuries can arise out of the Event; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless all of the persons or agencies mentioned above who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, releases and assumption of risk is to be binding on my heirs and assigns.

SIGNATURE

DATE

PRINTED NAME

CITY OF HIGHLAND
21st ANNUAL CITRUS HARVEST FESTIVAL
SATURDAY, MARCH 25, 2017
10:00 a.m.- 3:30 p.m.

VENDOR INFORMATION PACKET

Info. - (909) 864-8732, ext 204

The deadline for Vendor Applications is **March 10, 2017**. The Highland Historic and Cultural Preservation Board ("Board") has the right to review all Applications and merchandise before the Application is accepted.

VENDOR CLASSIFICATIONS

- ◆ **Direct Sales:** Vendors selling merchandise including, but not limited to: crafts, apparel, art, jewelry, toys, collectibles, etc.
- ◆ **Activities:** pony ride, petting zoo, air bounce & similar activities belong in this category.
- ◆ **Food:** Vendors selling any food or consumable item. It is the Vendor's responsibility to contact the San Bernardino County Department of Health Services before submitting an Application. You are responsible for meeting your own Health Services requirements including a 3-compartment sink for hand and utensil washing. Appropriate Health Department permits and verification of insurance shall be submitted with the Application.
- ◆ **Government and Nonprofit Organizations:** Nonprofit Organizations, Service Clubs and Government Agencies. You are eligible to receive a full refund of your Vendor Fee if your group dresses in period costume (1890 -1940) or exhibits a comprehensive historical display to complement the theme of the Festival. This refund is available to Government and Nonprofit Organizations only.
- ◆ **Historic Demonstrators:** Demonstrators include persons or groups exhibiting a specific craft, trade, artifact or hobby (i.e., blacksmith, weaver, sculpture, museum, historical society, etc.).

NOTIFICATION OF BOOTH NUMBER

Final selection of booth locations will be made by the Board following the Application deadline. It is the Board's discretion to limit the number of Vendors in any category. **Vendor confirmations including the booth location will be mailed no later than March 15, 2017.**

BOOTH FEES

- ◆ Direct Sales - **\$40** Fee per booth space
- ◆ Activity: **\$40**
- ◆ Food Concessions - **\$200** Fee per booth space
- ◆ Nonprofit Organizations and Government Agencies - **\$40** Fee per booth space (refundable with confirmation of comprehensive historic exhibit or costume).
- ◆ Historic Demonstrators - **Free**

Late Fee- An additional **\$15 Late Fee** is required for Applications received after the **March 10, 2016** deadline. All Fees must be paid at the time the Application is submitted. **Vendors may pay by cash, check or money order made payable to the CITY OF HIGHLAND.** There will be a \$25 charge for all returned checks. Please do not mail cash with the Application. Cash is accepted in person, at the Cashier's Window during business hours in City Hall only. If you require a booth space larger than 10X10, or 10x20 for Food Vendors, you are required to pay full price for each additional space.

PERMITS AND DOCUMENTATION

Participants shall comply with all City, County and State permit requirements. It is the responsibility of the Vendor to be aware of all permit requirements, and pay any fees associated with the issuance of such permits. The following permits shall be on premises during the Festival;

- ◆ San Bernardino County Environmental Health (Temporary Health Permit, for Food Vendors only)
(909) 884-4056 Monday – Friday 8:00am to 5:00pm
- ◆ State Board of Equalization Permit (Sellers Permit) naming 27215 Base Line as the business location (951) 680-6400.

CANCELLATION

The Board recognizes that situations may arise preventing participation. Vendors must inform the Festival Staff of cancellation 48 hours in advance. Failure to do so will result in the loss of Fees paid. Refunds will be determined on a case-by-case basis at the Board's regularly scheduled meeting. All decisions are final.

RAIN DATE

If weather forecast is very poor on March 25, 2017, the Event will be rescheduled for April 1, 2017. On April 1, 2017, the Festival will be held "Rain or Shine". Vendors canceling participation in the Festival on April 1, 2017, due to threatening weather shall forfeit all Fees paid.

INSURANCE

All Food Vendors and Activity Vendors (air bounce, pony ride, etc.) must provide \$1,000,000 General Liability Insurance. **The enclosed insurance form shall be completed by the Vendor's insurance company and returned with the Application. NO SUBSTITUTIONS ACCEPTED.**

Vendors shall procure and maintain for the duration of the Event insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. Such insurance shall include coverage for general liability, automobile liability, and Worker's Compensation if applicable, as required by State law. Such coverage's shall be endorsed to cover the City of Highland and their officers, employees, and Vendors as respects to liability arising out of the activities performed by or on behalf of the Vendor. Such coverage shall be primary as respects to the City of Highland. Vendors shall furnish the City with certificates of insurance with original endorsements effecting coverage required by this clause and endorsements shall be to the satisfaction of the City's Risk Manager.

Temporary coverage may be purchased for an additional Fee. For additional information, please check the Temporary Insurance Coverage box on the Application. Festival Staff will contact you with additional information and fees.

SPACE ALLOCATION

All booths are outdoor. Booth spaces are 10'x10', with the exception of Food Vendor spaces which are 10'x20'. Sidewalks, planters, and fire lanes must remain clear at all times. Vendors must present an attractive display including the use of table drapes long enough to cover any items stored underneath. Festival Staff reserves the right to relocate Vendors and/or reassign spaces. Activities deemed inappropriate will not be permitted.

Food Vendors shall place a drop-cloth on the ground within the booth area and any other area where food or grease may leave residue. All food remnants must be removed from Festival streets at the end of the day. **A cleaning Fee will be billed to Vendors who leave trash or food remnants behind.** The Fee will be calculated based on the fully burdened hourly rate of the City employee(s) required to abate trash and/or food remnants on behalf of the Vendor.

STREET CLOSURE, SET UP AND DISMANTLING

Vendors will not be permitted on the Festival streets before 6:00 a.m. All Vendors are required to enter at the Vendor Entrance located on South Palm Avenue accessible from Base Line. At 6:00 a.m. Vendors may enter the Vendor entrance and unload at curbside. After unloading, but before setting up, vehicles must be removed from the street and parked off-site. Business entrances and their "Private Parking" spaces cannot be blocked at any time. All vehicles must be off Festival streets by 9:30 a.m. All PARKING RULES AND REGULATIONS WILL BE STRICTLY ENFORCED. Vendors arriving after 9:15 a.m. are not guaranteed access, and shall forfeit their entry Fees. The Festival begins promptly at 10:00 a.m.

The Festival concludes at 3:30 p.m. Vendors shall not start dismantling their booths until the conclusion of the Festival. Booths shall be dismantled and merchandise packed before bringing vehicles on Festival streets. Vehicles will be permitted back on streets for loading only. Blocking streets is not allowed at any time during the Festival. Barricades will be removed and the streets opened to traffic at 4:00 p.m.

FIRE LANES

Fire lanes must be maintained open throughout the Festival and during set up and break down of booths. Only people shall be permitted in fire lanes. No vehicles, tables, risers, or other equipment are allowed in fire lanes without express written permission by the Fire Dept. and/or Festival Staff. Offenders will be cited.

ELECTRICITY, TABLES, CHAIRS, CANOPIES & EQUIPMENT REQUIREMENTS

The City will not provide electrical power, water, tables, chairs, canopies or other equipment. Food Vendors are permitted to use generators. Any other Vendors may use generators upon prior notice only. Any non-food Vendors requiring use of a generator must indicate so under the "Comments" Section of this Application. All non-food Vendors using generators will be placed in the Kids Zone. Generators will not be permitted in any other areas of the Festival.