

NATIONAL HEIRLOOM EXPOSITION
SONOMA COUNTY FAIRGROUNDS
1350 Bennett Valley Road, Santa Rosa, CA 95402
SEPTEMBER 5, 6, 7 2017

FOOD VENDOR FORM
Deadline for application: July 14, 2017

*Please write legibly and accurately. Take your time! Attach or email a **25 word (max)** description of your company for inclusion on the website.*

Company/Organization Name: _____

Contact: _____ Contact Email: _____

Phone: _____ Website: _____

On-Site Contact: _____ On-Site Phone: _____

Complete Billing Address: _____

Using an additional page, or the back of this page, please outline in detail all food & beverage items to be sold. Please be complete, as you will be limited to the sale of these items.

Booth Type:

Food vendors are responsible for supplying all set-up equipment and materials required to operate their booth(s) successfully. All booths are 10' x 10' – or multiples thereof – i.e. 10'x20', 10'x30' etc. Three attendees per booth included. Please carefully review the Terms & Conditions, Food Vendor Addendum and Special Event Zero Waste Preparation documents. Your signature below constitutes acknowledgement that you have reviewed these documents. The fee for food & beverage vending at the Expo shall be 20% of all sales transacted at the Expo.

Booth Size (please specify 10'x10', 10'x20' etc): _____

Deposit: \$150.00 per 10'x10' booth: _____

Voluntary donation to school gardens: _____

Electricity required (\$25 per booth): _____

Total: _____

Payment Information: Checks should be made payable to “National Heirloom Exposition” and mailed to:

The National Heirloom Exposition c/o
Baker Creek Heirloom Seed Co.
2278 Baker Creek Rd Mansfield, MO 65704

Each booth package comes with a *25 word max* description printed on the website along with your company name. Please attach the description to this form or email separately to info@theheirloomexpo.com.

I have read the entire Food Vendor Form contract including the Terms and Conditions, Food Vendor Addendum, and Special Event Zero Waste Preparation documents. By signing hereunder I agree to abide by all rules, regulations, terms, conditions, and the cancellation policy described herein. **I also understand that I am required to obtain a permit for this event from the County of Sonoma Dept. of Health Services, at 707-565-6565.** All information I have provided is accurate to the best of my knowledge.

Signature: _____ Printed Name: _____ Date: _____

For more information call (417) 924-8917 or email info@TheHeirloomExpo.com

Food Vendor Agreement Terms and Conditions

The following are the contract terms of the agreement to rent exhibit space from The National Heirloom Exposition, herein known as "Expo". It is agreed that each Exhibitor will abide by and be responsible for the rules and regulations of this agreement. Please note – your signature on this agreement indicates that you have read and understand the following terms:

1. **PRODUCER:** The word 'Producer' as used herein shall mean the producing organization, The National Heirloom Exposition, agents or employees acting for and in the management of the Expo.
2. **BOOTH CONSTRUCTION:** Each booth will be 10' x 10' or multiples thereof. Food Vendors are responsible for supplying all set-up equipment and materials required to operate their booth successfully.
3. **PAYMENT:** \$150.00 refundable deposit per 10'x10' space is required with contract to reserve booth space. **The basic fee for food or beverage space shall be 20% of all sales transacted at the Expo**, and shall be payable to the National Heirloom Exposition. See Food Vendor Addendum for additional information.
4. **INSTALLATION:** Vendors may initiate booth construction after checking in at the Heirloom Expo desk at Grace Pavilion, upon which time 'vendor badges' will be issued. Set-up hours will be 10.00am – 10.00pm Monday Sept. 4, 2017. Exhibitors are responsible for providing or arranging all necessary labor in transporting, erecting, dismantling or recreation of displays.
5. **VENDOR STAFFING:** Food vendor booths must be staffed by a minimum of one staff member during all hours of the Expo.
6. **FOOD VENDOR CONDUCT:** Food vendors agree to conduct themselves in a respectful, cooperative manner appropriate to the integrity of the attendees, fellow exhibitors, Producer and Producer's staff. Children under the age of 14 must remain with their parents while at the Exposition. Parents will be held responsible for any damage caused by their children, to persons or property. We reserve the right to turn over lost or unattended children to the appropriate authorities.
7. **BOOTH OPERATION:** The Food Vendor shall hold harmless "Expo" from any and all damages and/or theft of merchandise or materials from contracted booth space. No booth shall extend beyond its allotted space unless authorized in writing by Producer. Distribution of samples and literature is strictly limited to the confines of the Food Vendor's booth.
8. **NOISE CONTROL:** The use of any sound equipment is prohibited unless approved by Producer. Sound of any kind must not project outside the confines of the vendor booth, and Producer reserves the right to disallow any sound device if it is deemed to be in disturbance of others.
9. **SMOKING:** Producer has a strict no-smoking policy. Vendor smoking is permitted only in the vendor parking lot.
10. **RECORDING:** Each vendor shall agree to all forms of photography, video and audio recordings conducted by the Producer or its appointees, without compensation of persons, products or performances. Each vendor hereby grants permission to use any or all of these photographs and recordings, without compensation, provided such use is in accordance with applicable laws.
11. **ELIGIBLE PRODUCTS:** It is the responsibility of the Food Vendor to inform the Producer of any product, service or claim that does not comply with the regulations of the FDA or any other State or Federal regulatory agency and/or is considered experimental. Food Vendor is strictly prohibited from having or selling on-site any substance or product considered illegal. All products or service to be sold, offered or referred to during The National Heirloom Exposition must be included on the Food Vendor reservation form.
12. **PETS:** All pets brought to The National Heirloom Exposition must have vaccination paperwork. Pets are not allowed at vendor booths. Owners are responsible for any damage caused by their pets, to persons, property, livestock or other pets. Owners are required to clean up all pet waste.
13. **PARKING:** Parking is permitted in vendor parking areas only. Unauthorized or unattended vehicles will be towed at owner's expense.
14. **UNOCCUPIED SPACE:** In the event a Food Vendor has failed to occupy the space contracted for by 10.00am on the first day of the exposition, September 5, 2017, Producer shall have the right to utilize such space in any manner suited to its purposes. However, Food Vendor shall not be released from its duties and obligations under this contract and Producer will not refund any monies paid for reservation of the booth space.
15. **BOOTH CARE:** Food Vendors are responsible for keeping booth space clean and tidy at all times. Food Vendor is responsible for cooperating with Producer, Green Mary and North Bay Corporation in their attempts to keep this a ZERO WASTE event.
16. **BREAKDOWN OF BOOTH:** Booth tear-down and removal will take place between 9.00pm and 11.00pm on Thursday September 7th. Under no circumstance should booth removal commence prior to 8:00pm on Thursday September 7th, 2017. All materials **MUST** be removed by Food Vendor after Expo during the booth 'tear-down' time-frame. Any materials left behind will be removed by Producer and Food Vendor will be billed at the rate of \$100.00 per hour. Minimum fee \$100.00.
17. **BOOTH ASSIGNMENT:** Booth assignment will be at the sole and exclusive discretion of Producer. Food Vendor shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment or materials from entities other than his/her own in the exhibit space, without the express written consent of Producer.
18. **SECURITY:** The exhibit hall must be vacated 30 minutes after the close of the show daily (except on the final day of the show.) Vendors will be allowed to enter the Expo upon presentation of exhibitor badge only. Producer does not warrant or otherwise ensure the exhibit will be free from theft, vandalism or other mishaps before, during or after show closing. Vendor expressly waives any and all claims against Producer, its agents and employees which may arise as a result of security or staff failing to prevent harm to food vendor booth and property, or otherwise perform satisfactorily.
19. **INSURANCE:** Insurance will be purchased by Producer as required by the facility (fairgrounds) for attendee liability in common areas. Insurance coverage does not include vendor areas, and the Food Vendor holds Producer harmless from all claims arising within the contracted vendor area. Food Vendor further agrees to hold harmless Producer, it's owners, agents servants and employees, from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons,

including all persons to whom the Food Vendor may be liable under any Workers Compensation law and exhibitor himself/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of, or in any way connected with the exercise by Food Vendor of the privileges herein granted.

20. REJECTED BOOTHS: Food Vendor acknowledges and agrees that the booth shall be admitted and permitted to remain in the Expo only upon continued strict compliance with the terms and conditions of this agreement and its standards. Notwithstanding such compliance, the Producer reserves the right to reject or remove Food Vendor's booth, in whole or in part from the Expo for any reason whatsoever. If Food Vendor's booth is removed without cause given, Producer shall return to Food Vendor the deposit paid. No portion of the deposit shall be returned if rejection or removal occurs upon violation of this agreement or the standards.

21. FIRE AND SAFETY LAWS: All Federal, State and City regulations pertaining to fire and safety must be adhered to.

22. SALES LICENSES: Food Vendors are responsible for complying with all appropriate City, County, State and Federal licensing and tax requirements. Information can be obtained prior to the Expo from the proper licensing agency.

23. BOOTH CONTRACT: The booth space contract, upon receipt by Producer shall constitute a valid and binding contract. If due to circumstances beyond the control of Producer, such as war, fire, strike or other emergency, the Expo should be canceled, Food Vendor shall waive any claims for damages or compensation against Producer, its owner, agents or affiliates.

24. NON GUARANTEE: Food Vendor agrees that Producer, its agents and employees shall remain free from harm in the sale of products, attendance, exclusive privileges of Food Vendor success.

25. FAMILY EVENT: Expo is a family oriented event. Any product, music, language or physical action that would, in the sole judgment of Producer be inappropriate for children is prohibited.

26. COMPLIANCE WITH LAWS/STANDARDS: All Food Vendors are responsible for all Health Department permits, rules, regulations and licenses. By law, individuals are not allowed to bring alcoholic beverages which were purchased off premises, onto the Santa Rosa Fairgrounds.

27. FAILURE TO COMPLY: Failure to comply with these rules and regulations may result in fines levied by Producer, Sonoma County Fairgrounds, or Government agencies. Producer and Sonoma County Fairgrounds retain their right to cease the operations of any Food Vendor which fails to cooperate with these policies. Any questions or issues that are not covered in this contract shall be subject solely to the decision of Producer.

28. This contract establishes a vendor-client relationship only i.e. the 'Vendor' is the Food Vendor named on the FOOD VENDOR FORM; the 'client' is Producer as previously defined. This contract specifically excludes the existence or implication of any partnership agreement or ownership position on the part of the Exhibitor, whether expressed orally or implied by anyone who is a party to this agreement or whether expressed orally or implied by third parties.

29. LAW AND VENUE: The parties agree that this contract shall be interpreted under the laws of the State of California and that the proper venue for an action concerning this contract is in Sonoma County.

National Heirloom Exposition- Food Vendor Addendum

Food Vendor agrees to be fully equipped with all required materials and supplies, at all times during the Expo, to perform its operations hereunder in such a manner as to ensure proper service to the patrons of the Expo.

Food Vendor shall conduct its business in a quiet and orderly manner, shall endeavor to keep this a „green“ event and follow the guidelines as set forth in the attached guidelines from Green Mary, and shall keep the area within and surrounding the Premises free from all rubbish and debris. Food Vendor shall at all times maintain order in or on the Premises and shall not permit a breach of the peace or any unlawful act or omission by any person in or on the licensed premises. Food Vendor agrees to use the Premises in such a manner as not to interfere with use of the property by other persons.

Installation: At least thirty (30) days before the commencement of the Expo, Food Vendor shall submit to Producer, for its review and approval, a complete description of the equipment it plans to install on the Premises, along with pictures of the major components. Changes to or upgrades of vendor booths and concession units may be required by Expo Management at any time during the term of this Agreement. Food Vendor is fully responsible for installation, maintenance and dis-assembly of its exhibits and equipment. No Expo personnel, materials, tools, equipment, fixtures, etc., may be used. Food Vendor shall set up its equipment during the one day period immediately preceding the first day of the Expo.

Maintenance: Food Vendor agrees to maintain the Premises and its equipment in good condition and repair at all times during the Expo.

Insurance: Food Vendor shall maintain and require its subcontractors and agents to maintain insurance as described below:

Workers Compensation and Employers Liability Insurance:

- (a) Required if Food Vendor has employees.
- (b) Workers“ Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- (c) Employers“ Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- (d) Required Evidence of Coverage:
 - i. Certificate of Insurance
- (e) If Food Vendor currently has no employees, Food Vendor agrees to obtain the above-specified Workers“ Compensation and Employers“ Liability insurance should any employees be engaged during the term of this Agreement.

General Liability Insurance:

- (a) Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- (b) Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate.
- (c) Food Vendor shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by Producer and Sonoma County Fairgrounds. Food Vendor is responsible for any deductible or self-insured retention.
- (d) “County of Sonoma, their officers and employees,” “The Sonoma County Fair and Exposition, Inc,” “The National Heirloom Exposition,” “Baker Creek Heirloom Seed Co.” shall be *additional insureds* for liability arising out of the Food Vendor’s ongoing operations. (ISO endorsement CG 20 26 or equivalent.)
- (e) The insurance provided to Expo, et al. as *additional insureds* shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- (f) The policy shall cover inter-insured suits between Expo and Food Vendor and between the County of Sonoma and Food Vendor, and shall include a “separation of insureds” or “severability” clause which treats each insured separately.
- (g) Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

Standards for Insurance Companies:

Insurers shall have an A.M. Best’s rating of at least A:VII.

Documentation:

- (a) The Certificate of Insurance must include the following reference: “2015 National Heirloom Exposition”.
- (b) All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Food Vendor agrees to maintain current Evidence of Coverage on file with Producer for the required period of insurance.
- (c) The name and address for Additional Insured endorsements and Certificates of Insurance is: The National Heirloom Exposition, 199 Petaluma Blvd. North, Petaluma, CA 94952.

- (d) Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- (e) Food Vendor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- (f) Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations: Food Vendor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach: If Food Vendor, for any reason, fails to timely submit all of the insurance documentation (e.g., insurance certificates and all policy endorsements) which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement and Producer, in its sole option, may immediately terminate this Agreement or require Food Vendor to pay Expo an administrative processing fee of \$100 to process the late submission of insurance documentation. If Food Vendor, for any reason, fails to maintain the insurance coverage required hereunder, the same shall be deemed a material breach of this Agreement. Producer, in its sole option, may immediately terminate this Agreement and obtain damages from Food Vendor resulting from said breach. These remedies shall be in addition to any other remedies available to Producer.

Compliance with Laws. Food Vendor agrees to comply with all federal, state, county and municipal statutes, ordinances, rules, regulations and orders which in any way affect or relate to or are applicable to Food Vendor's activities at the Expo, including but not limited to any state and county licensing and health department requirements. **All food vendors are required to contact the County of Sonoma Department of Health Service Environmental Health Division at 707-565-6565 for information regarding permitting requirements for the Expo.**

Payment of Sales Taxes: Food Vendor represents and warrants that the sales tax permit number referenced in the Food Vendor Application is currently valid and has been issued to Food Vendor by the State Board of Equalization.

The following additional criteria will apply to Food Vendors:

- a. The basic fee for food or beverage space shall be 20% of all sales transacted at the Expo, and shall be payable to the National Heirloom Exposition.
- b. All food and beverage vendors must obtain and operate a cash register that conforms to the Producer and Sonoma County Fairgrounds standards.
- c. All food and beverage vendors will be subject to an audit conducted by Producer during the Expo.
- d. Food Vendors must comply with the "Audit Procedures" instruction sheet provided prior to Expo.