

Temecula Valley Balloon and Wine Festival Association

2012 Vendor Application Letter

June 1 – 3, 2012

Please read through ALL of the following information

Thank you for your interest in participating in the 2012 Temecula Valley Balloon & Wine Festival

NEW IN 2012

New Festival hours ~ Revised Application ~ Application Submission Dates ~ Set-up Days

Please read the attached Terms and Conditions and understand that they will be enforced. Those persons breaking these Terms may be removed from the festival grounds at the sole discretion of TVBWF staff and will not be allowed to return or receive refund of vendor fee (s). The following are some important guidelines you should consider before submitting an application.

- *New hours: *Friday 3pm – 10pm, Saturday 6am – 10pm (no change), *Sunday 6am – 5pm
- All Festival correspondence will be done via email.
- You will receive an acceptance or rejection letter via email within 30 days. You are NOT approved until you receive approval letter.
- Applications will continue to be accepted until space is filled. Space is limited therefore it is recommended that you apply within the submission dates as indicated on application.
- Application Submission Dates: All submissions must be postmarked by dates indicated on application to be eligible for space pricing as indicated.
- NO personal or business checks are accepted after May 1, 2012.
- You can not change, swap or relocate your booth or place booth in an unassigned location at any time.
- All booths must be open on time and must not close early.
- Booth must be staffed at all times – do not leave your space unattended.
- All business dealings are to be conducted within the confines of your assigned booth/space, not in the aisles.
- Booth space should be clean and kept clear of all garbage, empty boxes/containers.
- Vendor hours: Friday 3pm – 10pm, Saturday 9am – 10pm, Sunday 9am – 5pm (gates open Sat. & Sun. at 6am and you are welcome to open at this time as guests are within the Festival grounds).
- Security is not provided for individual booths, however there will be roving patrols and the Festival grounds are fenced.
- No refrigeration is provided by the Festival.
- NO camping on the Festival grounds except in designated camping areas with camping permits. Camping violators will be removed from grounds by law enforcement.
- GENERATORS ARE PROHIBITED.

Returning Vendors are encouraged to apply early should they wish to remain in the same space as in previous year (s); however, there is no guarantee that the same space will be available.

INCOMPLETE APPLICATIONS WILL BE RETURNED AND NOT PROCESSED

The identity of vendors and sponsors reflect on the Festival's reputation, therefore; the Board of Directors of the Temecula Valley Balloon and Wine Festival Association, herein referred to as (TVBWFA), reserve the sole and exclusive right to accept or reject applications.

In order to process your application for approval you must complete the attached application, electrical requirements agreement (if applicable) and include all that applies to your application with your check or money order (credit cards not accepted) and send to:

Temecula Valley Balloon & Wine Festival
P.O. Box 1254
Temecula, CA 92593

Any questions please contact Kathie Shappeck at the Festival office 951-676-6713 ex221.
Thank you for your interest in the 2012 Temecula Valley Balloon & Wine Festival.
Please retain a copy of your completed application for your records

INCOMPLETE APPLICATIONS WILL BE RETURNED AND NOT PROCESSED

Have you remembered to include the following:

- Completed Application (must be filled out entirely)
- Check or Money order Payable to TVBWF
(No personal or business checks accepted as of 5-1-2012)
- Electrical Form (if applicable)
- Copy Seller Permit (Out of Calif. vendor's contact: CA State Board of Equalization at 1-800-400-7115 to apply for this free permit)
- Copy of General Liability Insurance (If not purchasing insurance from TVBWF)
- Free Drawing Slip (if applicable)
- Lead Slip (if applicable)
- Product Picture (new vendors must include this)

2012 Vendor Application

June 1 -3, 2012

BUSINESS INFORMATION (Please Print Legibly)

Business Name _____

Contact Person _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone _____ Cell Phone: _____ Fax _____

California Resale No. (Must include copy) _____ E-Mail: _____

BOOTH REQUEST* For multiple booth locations please fill out application for each location

POSTMARKED BY THE FOLLOWING DATES: All prices are per (1) 10 x 10 space

	Red* <i>*(includes 20amp elec.)</i>	Yellow*	Blue <i>(No elec.)</i>	Green <i>(No elec.)</i>	Pink <i>(No elec.)</i>	Orange** <i>** (Elec. additional cost—Must fill out electrical form)</i>	Quantity	Total
3-30-2012								
Arts & Crafts	<input type="checkbox"/> \$450	<input type="checkbox"/> \$450	<input type="checkbox"/> \$350	<input type="checkbox"/> \$300	<input type="checkbox"/> \$300	<input type="checkbox"/> \$300	_____ x \$ _____	= \$ _____
Commercial	<input type="checkbox"/> \$500	<input type="checkbox"/> \$500	<input type="checkbox"/> \$400	<input type="checkbox"/> \$350	<input type="checkbox"/> \$350	<input type="checkbox"/> \$350	_____ x \$ _____	= \$ _____
Non Profit	<input type="checkbox"/> \$300	<input type="checkbox"/> \$300	<input type="checkbox"/> \$200	<input type="checkbox"/> \$150	<input type="checkbox"/> \$150	<input type="checkbox"/> \$150	_____ x \$ _____	= \$ _____

3-31-12 to 4-30-12

Arts & Crafts	<input type="checkbox"/> \$475	<input type="checkbox"/> \$475	<input type="checkbox"/> \$375	<input type="checkbox"/> \$325	<input type="checkbox"/> \$325	<input type="checkbox"/> \$325	_____ x \$ _____	= \$ _____
Commercial	<input type="checkbox"/> \$525	<input type="checkbox"/> \$525	<input type="checkbox"/> \$425	<input type="checkbox"/> \$375	<input type="checkbox"/> \$375	<input type="checkbox"/> \$375	_____ x \$ _____	= \$ _____
Non Profit	<input type="checkbox"/> \$325	<input type="checkbox"/> \$325	<input type="checkbox"/> \$225	<input type="checkbox"/> \$175	<input type="checkbox"/> \$175	<input type="checkbox"/> \$175	_____ x \$ _____	= \$ _____

5-1-12 and after (money order, cashiers check or cash ONLY)

Arts & Crafts	<input type="checkbox"/> \$500	<input type="checkbox"/> \$500	<input type="checkbox"/> \$400	<input type="checkbox"/> \$350	<input type="checkbox"/> \$350	<input type="checkbox"/> \$350	_____ x \$ _____	= \$ _____
Commercial	<input type="checkbox"/> \$550	<input type="checkbox"/> \$550	<input type="checkbox"/> \$450	<input type="checkbox"/> \$400	<input type="checkbox"/> \$400	<input type="checkbox"/> \$400	_____ x \$ _____	= \$ _____
Non Profit	<input type="checkbox"/> \$350	<input type="checkbox"/> \$350	<input type="checkbox"/> \$250	<input type="checkbox"/> \$200	<input type="checkbox"/> \$200	<input type="checkbox"/> \$200	_____ x \$ _____	= \$ _____

Circle second choice if first is not available: Red – Blue – Pink – Green – Yellow – Orange (Include total payment for first choice location)

*Upgrade electric in Red or Yellow to 50 amp/220 voltage \$50 _____ x \$ _____ = \$ _____

**Electrical for Orange locations (Complete Electrical Form & return with application – Electricity availability is limited)

20 amp/120 voltage \$100 50 amp/220 voltage \$150 _____ x \$ _____ = \$ _____

Food Permit (required for ALL pre-packaged food) \$35 \$ _____

Canopy (10x10, 1-8 ft. table, 2-chairs) \$150 _____ x \$150 = \$ _____

Purchase Insurance \$75 (Vendors) \$85 (Game Booth) \$150 (Face/Body Painter) \$ _____

General Liability Insurance My own carrier (Name of Carrier) _____

(MUST be included with application or application will be returned as incomplete)

TOTAL DUE WITH APPLICATION \$ _____

Number of year's participating _____ Last year's space # _____

**All of the above booth requests are subject to approval*

INCOMPLETE APPLICATIONS WILL BE RETURNED AND NOT PROCESSED

OFFICE USE ONLY		
Approved _____	Date _____	Ins. Y/N/F _____
Check/Mo _____	SP# _____	

INCOMPLETE APPLICATIONS WILL BE RETURNED AND NOT PROCESSED

BOOTH PRESENTATION* *Must be filled out entirely*

Demonstration Yes___ No___ What Product(s)?_____

Sampling Yes___ No___ What Product(s)?_____

Giveaways Yes___ No___ What item(s)?_____

Free Drawings Yes___ No___ What are the prize(s)?_____

Must attach the free draw slip to the application

Lead Generate Yes___ No___ Must attach the lead slip to the application

Microphone Yes___ No___

Audio/Visual (tv, video, music) Yes___ No___ **All of the above booth presentation requests are subject to approval*

Parking supply trailer No *Yes *Trailer length_____

PRODUCT/SERVICE LIST

All products/services that you would like to sell must be listed in the space provided below. Product information must be **specific**. For example if you're selling bags, be more specific: purse, wheeled shopping bag, re-usable grocery bag, ect.... The Temecula Valley Balloon & Wine Festival reserves the right to approve the products a company sells. Approved products will be listed in your contract. If you want to add products or delete you must contact TVBWF office for approval. NO EXCLUSIVITY WILL BE GRANTED.

Product/Service - BE SPECIFIC	Price range	Category (office use only)
<i>EXAMPLE: Eco friendly shopping bags</i>	\$5 - \$10	

You will be listed in the program in ONE of the following categories if your application is received by April 23, 2012.

Please circle the appropriate category:

- | | | | | |
|----------------------|-----------------------|---------------------------|--------------------|--------------------|
| Art | Brochures/Information | Fashion Accessories /Hats | Insurance/Realtors | Outdoor |
| Banking & Financial | Cell Phone/Phone | Health Care | Jewelry | Pre-Packaged Food |
| Bath/Beauty Products | Clothing | Home Decorations | Miscellaneous | Sunglasses, Etc. |
| Body Art | Collectibles/Children | Home Improvement | Non-Profit | Wine Related Items |

CAMPING INFORMATION

Camping is not guaranteed and space is limited. Camping spaces are available in order of applications received and are approved. After application has been approved you will be notified and given instructions on placing your camping reservations online through the ticket agency. Vendor camping spots available are DRY SITES ONLY. If you wish for full hookup site you will need to reserve this online with the general public on March 6, 2012. No special rate is available for full hookup sites.

Vendor Camping (Dry site only) Yes No

REFERENCES (List two of the most recent fairs, festivals or consumer shows that you have participated in).

Event_____ Date_____

Contact_____ Phone Number_____

Event_____ Date_____

Contact_____ Phone Number_____

2012 Temecula Valley Balloon & Wine Festival

For the selection and contract process

June 1 – 3, 2012

All Vendor space is subject to availability. **Incomplete applications will be returned and not processed.** Decisions to approve vendor space shall be at the sole discretion of the Temecula Valley Balloon & Wine Festival Association. All applications will receive due consideration. Space location will be assigned based on date application is received and number years of participation in Festival. However, no guarantees are offered or implied.

The Temecula Valley Balloon and Wine Festival does not guarantee you'll get the location or products requested. The application does not automatically reserve space and is valid for the 2012 TVBWF only. You will receive an email from the TVBWF office with an acceptance or decline within 30 days after application is received.

General Liability Insurance

Every Vendor must provide the TVBWFA with proof of general liability insurance of no less than \$1,000,000 Naming Temecula Valley Balloon and Wine Festival Association as additional insured. **COPY OF CERTIFICATE OF LIABILITY INSURANCE MUST BE INCLUDED WITH THE APPLICATION** unless purchasing from TVBWF. Insurance is available for purchase for the Festival weekend see page one for price and request to purchase.

New Arts & Crafts Vendors – Submit a picture of your product (non-returnable)

Must be received with application for processing

- Completed application Check or Money order Payable to TVBWF Electrical Form (if applicable)
- Copy Seller Permit ("Out of state vendors" Contact CA State Board of Equalization at 1-800-400-7115 to apply for this free permit).
- Copy of General Liability Insurance Free draw slip Lead slip New Vendor product picture

Selling of Lead Generation Lists and fund Raisers is strictly prohibited

Failure to keep your product within your allotted/purchased space MAY RESULT IN REMOVAL FROM FESTIVAL.

Acceptance of terms and conditions

- I agree to indemnify, defend, and hold harmless the Temecula Valley Balloon & Wine Festival Association and all of its officers, agents and employees from any and all liability, claims, damages, or injuries to any person, including injury to Vendors' employees, and all claims which arise from or are connected with the performance or failure to perform the work or other obligations of this agreement, or as caused or claimed to be caused by the acts or omissions of Vendor, its agents or employees, and all expenses of investigation and defending against same; provided, however, that this indemnification and hold harmless shall not include any claim arising from the active negligence or willful misconduct of the Festival and their agent or employees.
- I certify that I am the responsible person referred to in the Vendor Terms and Conditions, and that I am authorized to 1) execute on behalf of the business and 2) accept legal process on behalf of the business.
- I understand that my entry fee is NON-REFUNDABLE unless my application is rejected.
- I understand that full payment for my space, including services and rentals is due with this application.
- I agree to abide by all of the procedures and rules stated in the Vendor Terms and Conditions and this application.
- I understand that I must clean my vendor space before departing at the end of the Festival.
- I understand that if my method of payment does not clear processing due to insufficient funds, I will automatically be billed a \$25 Service Fee.
- This is a rain or shine event and there will be no refunds given due to inclement weather.
- This agreement is between the Temecula Valley Balloon and Wine Festival Association (TVBWFA) and Applicant ONLY. No part of this agreement is transferable to another party, including but not limited to space at the event, including sharing space with an entity other than the one named herein, etc.
- I agree to abide by all of the procedures and rules stated in the Vendor Terms and Conditions and this application.

Signature _____ Date _____

Print Name _____

RETAIN A COPY OF ALL PAGES FOR YOUR RECORDS

2012 Temecula Valley Balloon & Wine Festival ELECTRICAL REQUIREMENTS AGREEMENT

June 1 – 3, 2012

Please Print Legibly

Business Name _____

Contact Person _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone _____ Cell Phone: _____ Fax _____

AMPS/VOLTAGE	FEES	CONNECTOR TYPE	QUANTITY	TOTAL FEES
20 amps (120 volt)	\$100.00	n/a		\$
50 amps (220 volts)	\$150.00			\$

Enter the Total Fees amount on the completed application in appropriate column. Electrical fees are due when application is submitted and must be included with your check or money order.

List all appliances or items you will be using electricity for: _____

I hereby agree that the above information comprises all of my electricity requirements and I understand that the Festival agrees to supply only the aforementioned electrical supply. The Festival or staff is not responsible in any way for any type of loss due to electrical difficulties or failures. I further agree that if I, or anyone on my staff is found to be using electricity other than what I have listed and paid for, that I will be subject to a \$250 fine, the cost of all my electrical fees will be doubled and payment will be due immediately. I also understand that the Festival has the right to disconnect all of my electricity and/or close down my booth and that I forfeit all fees paid to date.

Name (please print) _____ Date _____

Signature _____

OFFICE USE ONLY	
Approved _____	Date _____
Num. _____	

TEMECULA VALLEY BALLOON AND WINE FESTIVAL ASSOCIATION VENDORS TERMS AND CONDITIONS

June 1 – 3, 2012

The terms and conditions set forth on this document are specifically incorporated by reference into the Vendor Application and Agreement being executed by the Vendor to sell and/or display products at the Temecula Valley Balloon and Wine Festival on June 1, 2, and 3, 2012 (the "Festival"). Vendor agrees to be bound by all of the terms and conditions set forth herein which TVBWFA has determined are necessary in order to create and maintain the best possible vendor program for visitors and guests. Upon acceptance of the Vendor Application and Agreement, TVBWFA and Vendor will be bound by the terms set forth herein.

DEFINITIONS: The definitions set forth in the Vendor Application and Agreement have the same meanings when used in this document.

INTERPRETATION AND ENFORCEMENT OF LAW AND THESE TERMS AND CONDITIONS: Vendor specifically agrees to abide by all applicable ordinances and statutes pertaining to the Vendor during the Festival. This includes any and all statutes and ordinances of the State of California, County of Riverside and other government agencies pertinent to the vendors' participation in the Festival, including but not limited to, those affecting gambling, health and sanitation, building and electrical construction, maintenance, fire safety and any sales tax regulations.

The Festival retains the right, in its sole and absolute discretion, to interpret the meaning of any of the Terms and Conditions set forth herein, the application of any ordinance or statute to the Vendor while participating in the Festival, and upon notice to amend, modify or change any of the Terms or Conditions set forth herein. If TVBWFA provides notice to Vendor of any amendment, modification or change to any of the Terms and Conditions set forth in this document, then such new Terms and Conditions will be considered as if it were originally set forth in this document.

Any violation of these Terms and Conditions by Vendor during the Festival, will at the sole discretion of TVBWFA, will result in immediate forfeiture of all monies deposited and rights to continued participation at the Festival. If such termination occurs, then Vendor agrees to immediately leave the Festival and upon mutually agreeable arrangements, remove any of its goods and other material from the Festival location. Nothing may be removed from the Festival location during the Festival, except as set forth in this Agreement or as approved in writing by TVBWFA.

BOOTH SETUP/REMOVAL: Vendor Setup is Thursday, May 31, 2012 beginning at 9:00am. Setup must be completed by 12:00pm June 1, 2012 (NO EXCEPTIONS). Food Court & Vendor Representatives will be available on site for set-up Thursday & Friday from 9:00am to 3:00. All Vendor vehicles must be removed by 12:30pm and no vehicle entrance after 12:00pm. Tear down for all vendors WILL NOT BEGIN UNTIL 5:00 pm, June 3, 2012 and must be completed by 8:00 pm. For the safety and convenience of our vendors and guests, breakdown prior to 5:00 pm is *strictly prohibited*. FAILURE TO ADHERE TO THIS BREAKDOWN TIME WILL RESULT IN A NON-COMPLYING VENDOR BEING DENIED PARTICIPATION IN FUTURE FESTIVALS

APPROVED VENDORS: Only vendors which have been executed the Vendor Application and Agreement and which have been approved by TVBWFA are permitted to sell/display their product(s) at the Festival. If a Vendor allows a non approved vendor to sell any product or display any goods, then such Vendor's right to participate may be terminated immediately by TVBWFA.

SOUND RESTRICTIONS: The use of any sound devices must be approved prior to its use by TVBWFA. Upon approval Vendor agrees to maintain any sound from such equipment at a conversational level to avoid interference with neighboring vendors. TVBWFA has the sole discretion to determine if such sound level is too loud or objectionable, and if so determined, the Vendor will take such action as directed by TVBWFA.

SECURITY: Security is not provided for individual booths. There will be security present at the Festival, but TVBWFA is not responsible for losses of any kind suffered by Vendor.

TRADEMARK/COPYRIGHTS: The Temecula Valley Balloon and Wine Festival and the Festival's logo are registered trademarks and copyrighted material of TVBWFA. Vendor is not authorized to use the Festival's logo or the registered trademarks in any commercial manner without the express prior written consent of TVBWFA.

CLEANUP: Vendor agrees to maintain a clean and presentable booth. Vendor is responsible for the removal of ALL materials, litter, garbage, including boxes and signs, and may only deposit trash in containers provided by TVBWFA for this purpose at specific locations within the Festival grounds. Boxes are to be broken down to fit in the disposal containers. Vendor will not dispose of any hazardous materials or burn any objects on the Festival grounds, which acts are strictly prohibited.

FESTIVAL SCHEDULE: Vendor agrees to see that their booth is staffed with sufficient people during the scheduled Vendor operational hours of the Festival. The hours of operation of the Festival are: Friday 3:00 pm -10:00pm., Saturday 6:00am -10:00pm. Sunday 6:00am -5:00pm. The Vendor operational hours are: Friday 3:00pm – 10:00pm., Saturday 9:00am – 10:00pm. & Sunday 9:00am – 5:00pm.

ACCESS AND PARKING FOR FESTIVAL: TVBWFA will provide Vendor the agreed upon parking passes and entry passes. VENDOR ACKNOWLEDGES THAT NO ONE WILL BE ALLOWED IN ON THE FESTIVAL GROUNDS WITHOUT AN ENTRY PASS AND A PARKING PASS. ENTRY PASSES MUST BE SHOWN FOR ADMITTANCE TO THE FESTIVAL GROUNDS. All Vendor vehicles must be moved to the designated vendor parking area by 12:30pm on Friday, June 1 & by 7:00am on Saturday, June 2, & by 7:00am Sunday, June 3, 2012, or they will be towed and impounded at the owner's expense. Vendors, their employees, subcontractors and agents must abide by all parking and traffic control signs and devices. Failure to follow the directions given by the TVBWFA will result in appropriate enforcement action. All persons, all material and vehicles entering the Festival grounds are subject to inspection and search. Any Vendor needing more passes or replacement of lost passes will be charged full price for parking passes or entrance passes.

RESTOCKING: Vendor may only restock using a vehicle on Saturday and Sunday between 6:00am and 7:00am. Vendors' vehicles will be allowed on Festival grounds for restocking only during this time. At all other times, vehicles must be parked in the assigned vendor parking location. Any restocking during any other time must be accomplished by caring such goods and entering through the **VENDOR ENTRANCE ONLY**.

ELECTRICITY: In order for a Vendor to receive electricity, Vendor must complete the "Electrical Requirements Agreement" form and submit it with their application and applicable fees to TVBWFA. TVBWFA will inform Vendor if their application for electricity is approved. If the application is approved, Vendor may not exceed the amount of electrical usage agreed upon. If Vendor is notified that they are exceeding the allowable usage by TVBWFA, then Vendor must reduce the power demand to agreed upon limits or must pay TVBWFA an additional fee of \$250.00. As an alternative, TVBWFA reserves the right to disconnect supplying electricity if after notification of usage of excess amounts of electricity, Vendor does not reduce their use to the agreed upon amount.

MERCHANDISE: Vendor agrees that Vendor will not display or sell material, which in the sole and absolute discretion of TVBWFA, is determined to be obscene, dangerous, or unlawful. Vendor acknowledges that these items exclude, but are not limited to: helium balloons, any compressed gas tanks, drug paraphernalia, or weapons.

*Vendor may not bring upon the Festival grounds any of the following items, unless specific written permission is given by TVBWFA, and then only after actual inspection by an authorized staff member of TVBWFA, any of the following:

* **HAZARDOUS SUBSTANCES:** Including, but not limited to; any flammable liquid, gases, explosives, radioactive materials, asbestos, polychlorinated biphenyls, and chemicals known to cause cancer or reproductive toxicity to humans or animals. This includes any products used for cleaning, cooking, painting, balloons, electrical products or insecticides.

***COMPRESSED GASES:** Including, but not limited to: all portable compressed gas tanks containing flammable or explosive products, such as, helium, oxygen, and propane, (subject to the written approval and inspection, only those which meet all Department of Transportation regulations spelled out in Code of the Federal Regulations, section 49, and at OSHA 1910.101 will be considered to be allowed on the Festival grounds). Should any items be permitted on the Festival grounds, Vendor will install, use and comply with any requirements for public safety through the use of all devices as may be required by code, including but not limited to: fire suppression, signage, ventilation, physical guards and restraint devices.

***GENERATORS/HELIUM BALLOONS:** Including all generators. Helium balloons are not allowed on the Festival grounds, as Lake Skinner is a domestic water supply reservoir surrounded by a wild life reserve.

PET RESTRICTION: Vendors will not bring live animals onto the Festival grounds, at any time, with the exception of animals trained and used for medical reasons or law enforcement (specifically service animals as defined in the American's with Disabilities Act.) Vendor acknowledges that it is unlawful to leave unattended pets inside a vehicle.

REFRESHMENTS: Vendor agrees that they will limit any refreshments for personal consumption to a small cooler, which may only be filled with water and/or sodas, which may be brought to Vendors site. **VENDOR WILL NOT BRING ONTO THE FESTIVAL GROUNDS ANY ALCOHOLIC BEVERAGE.** Vendor acknowledges that coolers are not to be brought in through the front entrance gate and **MUST** be brought in through the parking area.

REQUIRED SELLER'S PERMIT: Vendor agrees that they will have a valid California sellers permit, collect all taxes and be responsible for the reporting of the same to the Board of Equalization. Vendor acknowledges that they have been informed that a seller's permit may be obtained from the State Board of Equalization Office. If Vendor is selling a product, Vendor must supply a copy of such sellers permit to TVBWFA; this includes any "out of state vendors".

SPAS AND/OR HOT TUBS: If Vendor is displaying or selling any Spa or Hot Tub, Vendor acknowledges that they will be assessed an additional charge based on the amount of water used for filling the spa or hot tub. Vendor will not permit any BODY CONTACT with the water in such spa or hot tub. If Vendor permits any body contact to occur, the spa or hot tub will be taken out of use until it can be drained. Vendor acknowledges that such Drainage could not occur before Monday morning, June 4, 2012.

TVBWFA LIMITATION OF LIABILITY FOR BREACH OF CONTRACT: Should Vendor make any claim for breach of contract by TVBWFA, Vendor agrees that if TVBWFA is found to have breached any terms of the Vendor Application and Contract, then TVBWFA's liability for such breach will be limited to the sum of \$100.00.

COMPLETE AGREEMENT; AMENDMENT: This Agreement constitutes the complete and exclusive agreement amongst the Parties. This Agreement supersedes all prior written and oral agreements, including any prior representation, statement, condition or warranty. Except as expressly provided in this Agreement, no prior agreements, representations, or warranties will be of any force or effect. Any amendment must be in writing and signed by all parties to be effective.

APPLICABLE LAW: All terms of this Agreement are to be interpreted pursuant to the laws of the State of California.

JURISDICTION AND VENUE: This Agreement is deemed to be entered into to be performed and enforceable in Riverside, California and all actions for any enforcement or interpretation of this Agreement must be brought in Riverside County, State of California.

ARBITRATION: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including, but not limited to the validity and enforceability of this Agreement under all Federal and State Laws or otherwise, shall be settled by binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Services (JAMS), and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Any such arbitration award shall be binding on the Parties. Such arbitration shall be conducted before JAMS in San Bernardino, California.

BINDING PROVISIONS: This Agreement is binding upon, and to inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Each provision of this Agreement will be considered severable and if for any reason, any provision or provisions herein are determined to be invalid or unenforceable by a court of competent jurisdiction; such invalidity will not impair the operation of or affect those portions of this Agreement which are valid.

VENDOR SPECIFICALLY ACKNOWLEDGES THAT NO MOTORIZED SCOOTERS, GOLF CARTS, BICYCLES, AND/OR SKATE BOARDS ARE ALLOWED ON THE FESTIVAL GROUNDS.

INCOMPLETE APPLICATIONS WILL BE RETURNED AND NOT PROCESSED