

Temecula Valley Balloon and Wine Festival Association

2012 Kids Faire Application Letter

June 1 – 3, 2012

Please read through ALL of the following information

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

NEW IN 2012 New Festival hours

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. 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
- You will receive an acceptance or rejection letter via email within 30 days. You are NOT approved until you receive approval letter.
- Your space must be occupied all three days of the Festival during Kids Faire operation hours:
- Friday 3pm - 9pm, Saturday 9am – 9pm & Sunday 9am – 5pm.
- If approved your entry badges & parking passes will be mailed to you approximately 10 days before the Festival. If you do not want these mailed you must notify the Festival office 30 days before Festival. (Failure to notify Festival of changes will occur in vendor having to pay full replacement cost if package is not received).
- Any mechanized unit, either gas or diesel must have a tarp placed underneath the unit.
- A current inspection certificate of your equipment is required.
- All inflatables or other equipment must be properly anchored in accordance with government and TVBWFA regulations.
- Proof Insurance must be provided with application.
- New vendors must include a photograph of your activities with application.
- Returning vendors with new activities must include a photograph with application.
- Non-Profit must include proof of status with application.
- NO camping on Festival grounds except in designated camping areas with camping permits. Camping violators will be removed from grounds by law enforcement.
- GENERATORS ARE PROHIBITED.

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 Andrea Jacobson at the Festival office at 951-676-6713 ex226.

Please retain a copy of your completed application for your records.

2012 Kids Faire Application

June 1 – 3, 2012

BUSINESS INFORMATION (Please Print Legibly)

Full Legal Business Name _____

Contact Person _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone _____ Cell Phone: _____ Fax _____

E-Mail: _____ Number of years participating? _____

Resale No. & Federal ID No. (attach photocopies) _____

BOOTH/ACTIVITY REQUEST*

	<u>Before March 30, 2012</u>			<u>March 31 - May 11, 2012</u>			Total
	Number of Booth/Activities			Number of Booth/Activities			
	1.	2.	3.	1.	2.	3.	
For Profit	<input type="checkbox"/> \$200	<input type="checkbox"/> \$400	<input type="checkbox"/> \$600	<input type="checkbox"/> \$250	<input type="checkbox"/> \$450	<input type="checkbox"/> \$650	\$ _____
Non-Profit	<input type="checkbox"/> \$150	<input type="checkbox"/> \$300	<input type="checkbox"/> \$450	<input type="checkbox"/> \$200	<input type="checkbox"/> \$350	<input type="checkbox"/> \$500	\$ _____

No Personal or Business checks accepted after May 1, 2012

Miscellaneous Fees

Electrical (Complete Electrical Form & return with application – Electricity availability is limited) \$ _____

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

TOTAL DUE WITH APPLICATION \$ _____

<i>Describe planned activity</i>	<i>Cost per child</i>	<i>Dimensions of booth/activity (Inflatable size)</i>	<i>Office Use only</i>

All tickets for Kids Faire activities will be in \$1.00 increments to be sold by the TVBWFA in a central location of which the vendor receives 80% and the TVBWFA 20%. Friday & Saturday tickets must be turned in at the close of each night for issuing of Festival check by 5:00pm the following day. Sunday tickets must be turned in by close of Festival and Festival check will be mailed within 10 days.

Name/Company if different from above who you want checks made out to: _____

Address for mailing of final check if different from above: _____

List all equipment being used with your site _____

Describe any space, operations requirements and/or considerations necessary with this application _____

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

OFFICE USE ONLY		
Approved _____	Date _____	Ins. _____
Total Fees \$ _____		C _____
c/ck/mo _____		

2012 Temecula Valley Balloon & Wine Festival ELECTRICAL REQUIREMENTS AGREEMENT

June 1 – 3, 2012

THIS FORM MUST BE COMPLETED IF YOU WISH TO HAVE ANY ELECTRICITY

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 _____

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 the booth is staffed with sufficient people during the schedule 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 12:30 p.m. on Friday, June 1, & by 7:00am on Saturday, June 2, and 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 entrances 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 be 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 though 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 inures 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.

2012 Temecula Valley Balloon & Wine Festival
For the selection and contract process
June 1st – 3rd, 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 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 INSURANCE MUST BE INCLUDED WITH THE APPLICATION.**

NEW OR RETURNING VENDOR WITH NEW ACTIVITIES – Submit a picture of your activities set up (non-returnable).

CAMPING INFORMATION - Camping is not guaranteed and space is limited. Camping spaces are available on an order of priority to when applications 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'd like 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 site.

Vendor Camping (Dry site only) Yes No

MUST BE RECEIVED WITH APPLICATION FOR PROCESSING

Completed application Check or Money order Payable to TVBWF for Total Due 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 New activity picture

Failure to keep your activity within your allotted/purchased space **MAY RESULT IN REMOVAL FROM FESTIVAL**. Space location will be assigned based on date application is received and number of years of service with the Festival. No guarantees are offered or implied.

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 understand that a Commercial Liability Insurance with a per occurrence limit of no less than \$1,000,000.00 is required and in addition, that Workers' Compensation insurance covering all employees is also required. Such insurance shall be evidenced by a certificate of insurance naming Temecula Valley Balloon and Wine Festival Association as additional insured. This certificate must be received along with my application.
- 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 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 that any mechanized unit, either gas or diesel, will have a tarp placed underneath the unit.
- I will provide a current inspection certificate of my equipment.
- I will properly anchor all inflatable's or other equipment in accordance with government and TVBWFA regulations.
- Regarding product security and installation: I understand that all my equipment/products must conform to standard OSHA and safety regulations; tie-down ropes must be of capacity and meet safety standards to properly secure equipment, including stakes.
- I understand that I must fully and completely comply regarding hazardous material spills or other hazard issues, if any should occur.
- I have read and 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