

ARTICHOKE FESTIVAL presents "<u>Museum of Horrors" Scary Movie Tour</u>

Last THREE Fridays & Saturdays in October, 2023 Monterey County Fair & Event Center 2004 Fairground Rd. | Monterey, CA 93940

VENDOR APPLICATION FORM

This is the 4th year for the Halloween-themed Haunted House event, and our 2nd year welcoming vendors to join us. We are accepting applications from arts & crafts and prepackaged food vendors only. Ready-to-serve Food Concessions vendors need not apply. Application Deadline: **72 hours prior to first reserved weekend**

ALL APPLICATIONS MUST BE FILLED IN COMPLETELY AND EMAILED TO:

ARTSCRAFTS.ARTIFEST@GMAIL.COM

OR, mail to: CASTROVILLE ARTICHOKE FESTIVAL, INC. ATTN: Vendor Coordinator, P.O. BOX 1041, CASTROVILLE, CALIFORNIA 95012

Vendors MUST be self-insured, and submit proof of general liability coverage (Certificate of Insurance) by email. See next page for complete self-insurance instructions. This application must be received at the Artichoke Festival office by the application deadline noted above, and submitted along with vendor's copies of California State Seller's Permit, City of Monterey Temporary License to Do Business, two (2) photos of booth and/or merchandise, and electrical service order (if desired). Additionally, vendors selling prepackaged food must provide a copy of their Monterey County Health Dept Temporary Food Facility SPECIAL EVENTS Permit. Failure to do so may result in denial to vend. Fees are due no later than 72 hours before first reserved weekend.

I. <u>VENDOR INFORMATION</u>:

Business Name:	Contact Name:			
Mailing Address:				
City:	State:	Zip:		
Telephone:	Cell:			
Email:	Website:			
	ermit Number			
(REQUIRED) ALL CALIFORN ADMINISTRATION, AS REQU	A SELLERS PERMIT NUMBERS SHAL JIRED BY LAW.	L BE VERIFIED WITH THE CA	LIFORNIA DEPT. OF TAX	X AND FEE
City of Monterey License	to Do Business application form	n completed & submitted	YES	ΝΟ
(REQUIRED) Send original c See Section V, para. 32 belo	ompleted application to City of Mon w for more information.	terey; attach a copy of the fo	orm or receipt with this	s application.
Monterey County Health	Dept. TFF permit application f	orm completed & submitted	YES	ΝΟ
foods only; no Ready-to-Se permit must submit a Spec	EFORE START FOR PREPACKAGE FO Prve Food Concessions. Vendor mus ial Events application to MCHD; or s ation form with this vendor applicat	st apply for TFF permit with separate Permits must be ob	MCHD; Vendors with otained for each weeke	a yearly TFF end. Attach a
OFFICE USE ONLY				
Date Received://_	Initialed By: Amount: \$	# Booths	Photos BOOTH	I #
(✓) A/CNON-PROFIT 13	3,14 20,21 27-28 FULL 3 WEE	KS COI's BUSINESS LI	C MCHD SE ELE	CTRICAL

II. <u>VENDOR BOOTH DESCRIPTION</u>: Vendor spaces are assigned on a first-come, first served basis. Spaces will be located under an open-sided barn. Due to fire safety requirements, spaces under or within 20 feet of the barn are *not allowed to erect a tent canopy*. (See *Section V., paragraph 9* for more information):

I understand that my booth space will be placed under a barn. I will not employ a fabric canopy.

Sellers:

Please describe in the space below your booth operations, merchandise list, and price ranges in detail, including booth display. We are looking for Autumn Harvest/Halloween themed merchandise and activities suitable for families. Please include product descriptions, and/or type of activities or interactions with event attendees/customers. You must also attach at least two (2) photographs of items for sale and/or your booth display. If additional room is needed, please attach the requested information separately.

Non-Sellers:

Please describe your booth operations and display, with desired holiday theme as noted above. Please include type of activities or interactions with event attendees/customers and whether you plan to gather a mailing list. You must also attach at least two (2) photographs of your booth display. If additional room is needed, please attach the requested information separately.

Vendors who do not intend to sell anything or who are tax exempt, must submit a **CDTFA Form 410-D** showing reason for tax exemption instead of the seller's permit.

Non-profit vendors, whether selling or not, are not required to provide a California Seller's Permit, but must submit instead a copy of proof of tax exemption from the IRS.

ALL VENDORS must apply for a City of Monterey Business License, regardless of tax exemption status.

(Please check this box if additional pages or information are attached.)
Number of attached pages: My booth photos* will be sent separately by email: 🔲
*PHOTOGRAPHS CANNOT BE RETURNED. If you are mailing your application, photos may also be sent via email to the address at the bottom of the page; include name of company and contact person with the email, and check the box above indicating that you are sending photos separately.

III. REGISTRATION FEE SCHEDULE:

ALL BOOTH "SPACES" ARE APPROX. 6 FT. WIDE X 12 FT. DEEP AREAS, OUTDOORS ONLY, located under an opensided barn. This is a night-time event. Although there is general overhead area lighting under the barn, vendors will need an additional one-time electrical service hook-up fee for lighting, as we do not allow gas or self-powered generators. Please fill out the separate **Electrical Order Form** and return with space fees. Water hook-ups will not be available. Vendor must provide their own signs, display framework, lighting, and/or tables and chairs, if desired. Booth spaces are sold by the 2-day weekend, or alternatively vendors can purchase the entire last three Fri/Sat weekends of October at a discounted rate. **Nonprofit organizations** with appropriate proof of tax exempt status, will be allowed a 50% discount on the vendor space fee. Electrical service fees are not included in this discount.

Arts & Crafts Vendor Space – WEEKEND	# of spaces:	X # weekends:	@\$100 ea.	= \$
Arts & Crafts Vendor Space – 3 WEEKENDS	# of spaces:	X full 3 weekends	@ \$250	= \$

Nonprofit Vendor Discount less 50% on space fee only (proof of tax exempt status required) less 50% -\$_____

PREPACKAGED FOOD VENDORS: Proof of valid Monterey County Health Dept Special Events Temporary Food Facility Permit (TFF) must be provided. A copy of my MCHD TFF Special Events permit application is attached

If individual WEEKENDS are selected above, please indicate desired schedule: (full 2-day weekends only)

🔲 Fri & Sat, Oct 13 & 14 📃 Fri & Sat, Oct 20 & 21 🔲 Fri - Sat, Oct 27 & 28

Electrical Service Order, if required, fill in attached form, then transfer and add amount here = \$_____

TOTAL BOOTH SPACE FEES DUE:

\$

(Please make checks payable to: **Castroville Artichoke Festival**, Inc., or provide Visa or MasterCard information below.)

Name as appears on card	Card Number
Expiration Date	Code on back of card
Address	Contact Phone
Signature	

IV.	LIABILITY INSURANCE: All vendors are required to supply Castroville Artichoke Festival, Inc. AND the
Montere	ey County Fairgrounds with a current certificate of insurance. The Fairgrounds Staff will determine if the
insuranc	e currently held by Vendor is sufficient. Vendors' Certificates of current liability coverage must incorporate
the date	s of inception and expiration of the insurance. The specific event dates must be listed, along with set up and
tear dov	n dates. Note: The carrier issued endorsement must be included with, and attached to, the certificate. <u>Both</u>
the Mon	terey County Fair 7 th DAA and Castroville Artichoke Festival, Inc. MUST be named as certificate holders to be
valid, as	follows:

Certificate Holder:	Certificate Holder:		
Monterey County Fair 7 th DAA	Castroville Artichoke Festival, Inc.		
2004 Fairgrounds Road	P.O. Box 1041		
Monterey, CA 93940	Castroville, CA 95012		

The certificate must also contain the **EXACT** following wording **Under "Description of Operations/Locations/Special Provisions**":

"That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

<u>Minimum coverage must be \$1,000,000.00</u>

IF THE MONTEREY COUNTY FAIRGROUNDS STAFF DETERMINES YOUR INSURANCE IS INSUFFICIENT, YOU <u>MUST</u> RESUBMIT CORRECTED PROOF OF INSURANCE FOR THIS EVENT. VENDORS ARE ENCOURAGED TO APPLY WELL IN ADVANCE, AS WE WILL NEED TIME TO REVIEW AND APPROVE VENDOR QUALIFICATIONS. PROOF OF INSURANCE MUST BE SUBMITTED WITH THIS APPLICATION.

Dates of event: October 13-14, 20-21, 27-28, 2023 Setup: Friday, 4:00 PM of each scheduled weekend

Vendor Application – Museum of Horrors - Page 3

CASTROVILLE ARTICHOKE FESTIVAL, INC.

P.O. BOX 1041 | CASTROVILLE, CALIFORNIA 95012 Toll Free Phone: 888-808-7707 | Local: 831-633-2465 | email: <u>artscrafts.artifest@gmail.com</u>

V. VENDOR RULES AND REGULATIONS:

(This is your final Vendor Contract. Please READ CAREFULLY and share this document with any partners and/or employees who will be operating your booth at the event.)

- 1. Date/Time/Hours of Operation: Hours of event operation shall be from 6:00 p.m. to 9:30 p.m. on the last three Fridays and Saturdays of October 2023. Be prepared to bring a wagon or cart for loading and unloading as no vehicles will be allowed on the grounds during the times that the Pumpkin Patch is operating. Your booth is required to be staffed at all times during the Haunt's regular hours of operation.
- 2. Location: The Artichoke Festival "Museum of Horrors" Scary Movie Tour will be held at the Monterey County Fair & Event Center, located at 2004 Fairgrounds Road, Monterey, California 93940, accessed at Gate 7. Vendor spaces will be located under an open-sided barn, contiguous with the Cardinale & Wright Pumpkin Patch.
- 3. Application Deadline: The fully completed and signed application form, along with a copy of current resale license, and two (2) photos of booth and/or merchandise display will hold one 10ft x 10ft space until Application Deadline on September 29, 2023. After that date, we must have received all remaining fees, a copy of current temporary business license application, proof of general liability insurance, the signed Release and Waiver of Liability and Indemnity Agreement, and Electrical Order Form, (if desired) with payment. SPECIAL NOTE for vendors selling prepackaged food: You will be required to apply for a Monterey County Health Department Temporary Food Facility (TFF) SPECIAL EVENTS permit. If your initial application is accepted, you will be notified by email, after which you'll be able to complete any remaining requirements for registration.
- 4. Participation Fees: Fees are categorized based on arts & crafts vendor or nonprofit vendor categories for the month-long event. Arts & Crafts vendor space fees are as follows: \$100 per 10ftx10ft arts & crafts booth space per 2-day weekend, or \$250 per 10ftx10ft arts & crafts booth space per full three-weekend run. Verified nonprofit organizations receive a 50% discount on space fees only (electrical fees are exempt.) All checks must be from the organization requesting a booth. Credit card, money order, cashier's check, or business check is acceptable. Space will not be reserved until all initial registration criteria have been met. Balances not paid by Sept. 29, 2023 will forfeit any reserved space. Contracts without deposits and signatures are considered non-binding.
- 5. Sales: Vendors shall retain all proceeds of all net profits.
- 6. **Cancellation Policy:** 25% of any fees collected will be retained up to September 29, 2023. 50% of all fees will be retained for any Vendor cancellation between September 30-October 12, 2023. This event is held "rain or shine," vendors are responsible for being prepared for inclement weather. **Absolutely no fees or deposits will be refunded after October 12, 2023, unless the event must be cancelled by Castroville Artichoke Festival, Inc.**
- 7. Selection of Booths: Castroville Artichoke Festival, Inc. reserves the right to make all final selections for vendors and/or booth space based on suitability, balance of merchandise, menus, or products, and available booth space. Acceptance to prior Artichoke Festivals does not mean automatic acceptance to this event. *Incorporation of some Autumn, harvest or Halloween themed merchandise and/or decor is required.* All merchandise must be exactly the same type and quality as depicted in the photographs and written description provided in this application. Items sold must be only those listed on your application. No changes or substitutions of items will be allowed without prior written consent and approval from Castroville Artichoke Festival, Inc.
- 8. Booth Assignments: Assignment and location of booth space(s) shall be provided to Vendors in an email prior to the event. Booths will be assigned on a first-come, first-served basis. *Incorporation of Autumn, harvest or Halloween themed merchandise and/or decor is required.* Assigned spaces are non-transferable. Those vendors choosing a full three-week commitment, will receive priority positioning.
- 9. Booths: All spaces are located OUTDOORS under a large open-sided barn, contiguous with the Cardinale & Wright Pumpkin Patch. Tent canopies are not allowed under the barn. Vendors must provide their own displays, racks, signage, lighting, tables, chairs, etc., and all items must fit within the assigned booth space. Booths are to be of professional quality, and must be setup by vendors for all spaces. Tables are to be covered to the ground and all packing boxes are to remain out of sight. Product menus and prices are to be displayed clearly and legibly. *Vendors are not permitted to solicit, sell, or give away items outside of their designated booth area*. Castroville Artichoke Festival, Inc. cannot and does not guarantee that any Vendor will receive the same spot or location in

future years. Booth assignments will be provided in an emailed Vendor Packet. Registration check-in and set-up starts no less than one hour before opening on the Friday of the weekend assignment.

- 10. Vendor Passes: Each vendor space reservation entitles the purchaser to two (2) free Haunt tour passes for use during the month of October. Each tour pass is good for one pass-through of the Haunt. (Please note special requirements for children under 12 years old.)
- 11. **Parking:** Space is available for free vehicle parking on Fairground Road in front of the venue. A limited number of RV parking spaces may be available on the festival grounds, at the rate of \$70.00 per night. For further information about reserving an RV space, please contact the Monterey County Fair & Event Center Administration Office at (831) 717-7167, or visit their website at www.montereycountyfair.com.
- 12. **Camping:** Camping on festival grounds is absolutely prohibited. No ice chests (except those used in prepackaged food storage), will be allowed onto the festival grounds.
- 13. Electrical Service: This is a night-time event—gas powered electrical generators are not allowed for use by Vendors. Electrical power hook-ups can be arranged for Vendors at the rate of \$25 per one 120 volt/15 amp circuit. This allows for two household type, grounded, three-prong (NEMA-15) electrical plugs. All power service must be brought to your booth by the Haunt Staff, which can be ordered for your booth through the electrical request form. Indicate the type and quantity of circuits needed on the form, then transfer the total fee amount to this application and return the request form along with the Vendor Application. You will be able to submit final payment of electrical fees along with booth fees after application approval. In accordance with State Fire Marshal laws, all electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type, no longer than 20 feet in length each.
- 14. Water: Water will not be available at the Haunted House event for use by vendors. Please plan accordingly, and bring water containers for use, if needed, at the space. The Artichoke Festival Museum of Horrors Scary Movie Tour is held at the Monterey County Fair & Event Center, which is a permittee under the California municipal storm water permit and as such cannot have any illicit discharges from its site. An illicit discharge is one that is not composed entirely of storm water. Thus, although vendors are responsible for the cleanup of the area directly in and around their stand(s), any large amounts of water must be discharged in a manner which will not cause it to flow to the storm drains on the streets surrounding the grounds. Any fines assessed to the Fairgrounds will be passed on to the offending Vendor.
- 15. Fire Safety Statement: In accordance with State Fire Marshal laws, all tent fabric or pliable canopy covers, side/back drops and decorative material must be inherently fire resistive and individually labeled as such; if not labeled as fire retardant, they must be treated with a State Fire Marshal (SFM) approved fire retardant chemical, (empty can and <u>dated</u> sales receipt may serve as proof.) SFM laws also dictate that no fabric or pliable canopy may be located any closer than 20 feet from a permanent structure. Because Vendor spaces will be located under a permanent wood barn, fabric or vinyl tent canopies will not be allowed at those spaces; however, metal tent frames may be used for the purpose of signage or merchandise display in these locations. Exit openings for enclosed spaces must be a minimum of 3 feet wide and 6 feet-8 inches high. A Class 2A-10BC fire extinguisher must be provided in any tent having a floor area between 500 sq. ft. and 1000 sq. ft. Each vendor is cautioned to exercise care in the operations of his/her booth. Horseplay and carelessness will not be tolerated. Each vendor is also advised to bring his/her own First Aid Kit and Fire Extinguisher. The State Fire Marshal has jurisdiction over all event operations on the event grounds, and may inspect your booth for safety compliance. Please be prepared for this inspection prior to or during the event.
- 16. **Public Disease Safety & Prevention:** All vendors will be asked to comply with and help enforce the latest suggested Monterey County Health Department health protocols regarding social distancing and safety within and around their booth space for event attendees. Haunt personnel hold the right for final onsite review and revision of the best traffic patterns to ensure safety of waiting customers at vendor spaces.
- 17. **First Aid:** There will NOT be trained medical First Aid personnel on the grounds, however, should the need arise a simple First Aid kit is retained on-site for small emergencies. As stated in the Fire Safety Statement, each vendor is also advised to bring his/her own **First Aid Kit and Fire Extinguisher**.
- 18. Set-Up/Tear-Down: Upon arrival and prior to the construction of booth, vendors will be required to check-in

with their Vendor Coordinator. Check-in is at 4:00 PM, Friday at Gate 7 of the Fairgrounds. Location information will be issued via email at least 24 hours before Vendor's PASSES to the Haunt, SCHEDULE, VENDOR BOOTH LOCATION, VENUE MAP, etc. Vendors will not be allowed to open their booth until 1 hour before start of Museum of Horrors Scary Movie Tour operations, 5:00 PM each day. Vendors are required to attend every day of their final application schedule, no booth fee refunds will be issued for no-shows. Vendors are not allowed to vacate or remove merchandise from their booth until ticket sales are closed for the day. No vehicles, except for those used for operations of booth, will be allowed on the Fairgrounds during the hours of event operation. **Your booth is required to be staffed at all times during the Haunt's regular hours of operation**. Vendors are encouraged to bring a cart or wagon for transport of booth materials during set-up/teardown. Also, vendors attending more than one weekend are encouraged to cover or dismantle their booth spaces on Saturday nights, for security during the days of non-operation, Sunday through Thursday. All vendors shall dismantle their booths and clean space commencing at 9:30 p.m. Saturday of their last non-consecutive weekend, or on the last Saturday of the month. **Nothing is to be left on the Fairgrounds at the end of this event.** Anyone not complying with proper disposal methods will be charged a clean-up and disposal fee, *(see next paragraph)*.

- 19. **Garbage:** Vendors are required to provide **AT LEAST** one trash receptacle per booth. The booth area must be clean and free of litter during the event and when vacating the booth on the last day. Failure to comply will lead to disqualification from future Castroville Artichoke Festival, Inc. events. The ground upon which the booth occupies must be protected from grease or other substances. If you spill anything on the ground or floor, it is your responsibility to clean it up and properly dispose of the spilled material and the materials used in the cleanup. Grease is to be disposed of ONLY in designated grease containers. No oil, fat or grease (FOG) can be disposed of down the site drains. Illegal disposal or spills of any substance that are not cleaned up may constitute a monetary fine of \$500.00 per occurrence. The fee will be determined by the damage caused. If you have questions on the proper disposal, please contact your vendor coordinator.
- 20. Animals: No animals, except for service animals or those vetted and approved as a vital part of Vendor's operations, are allowed on grounds during event hours of operation. Please be prepared to show certification paperwork for service animals. Vendors' pets or service animals will NOT be allowed inside tents or booth spaces where food or beverages are being sold.
- 21. **CBD Product Restrictions:** Only hemp derived CBD products, (non-consumables) may be sold at this event. However, hemp derived consumable goods and cannabis derived products of all types are prohibited from being brought, or sold at this Haunt event, or on the grounds of the Monterey County Fair & Event Center. Vendors wishing to sell CBD oil products must submit the product name, marketing material, and label/ingredient information for review by Monterey County Fairgrounds staff. Vendor's name will be submitted to the Bureau of Cannabis Control for a license search.
- 22. Vendor Food Item Restrictions: Cooking appliances are not allowed in or around the vendor spaces available for this event, therefore, no preparation or cooking of food items will be allowed. All prepackaged food items are to be sold at the price(s) listed on the application for booth space, as approved by Castroville Artichoke Festival, Inc. Under NO circumstances, are prices allowed to be raised after opening of the event.
- 23. Area of Sales: Vendors may not conduct any sales, or rove outside the confines of their assigned booth.
- 24. **Merchandise Supplies:** Vendors should have enough supplies to last each day through closing. Vendors who fail to take reasonable steps to fulfill this responsibility will receive reduced priority in applying as vendors in the future.
- 25. **No Guarantee of Exclusivity:** Castroville Artichoke Festival, Inc. does not guarantee to any Vendor any right to sell any particular product. Castroville Artichoke Festival, Inc. retains the exclusive right to sell any particular product.
- 26. Liability Insurance: All vendors are required to supply Castroville Artichoke Festival, Inc. <u>AND</u> the Monterey County Fairgrounds with a current certificate of insurance. The Fairgrounds Staff will determine if the insurance currently held by Vendor is sufficient. Vendors' Certificates of current liability coverage must incorporate the dates of inception and expiration of the insurance. The specific event dates must be listed, along with set up and tear down dates. Note: The carrier issued endorsement must be included with, and attached to, the certificate.

<u>Both</u> the Monterey County Fair 7th DAA and Castroville Artichoke Festival, Inc. **<u>MUST</u>** be named as certificate holders to be valid, as follows:

Certificate Holder:

Monterey County Fair 7th DAA 2004 Fairgrounds Road Monterey, CA 93940 Certificate Holder: Castroville Artichoke Festival, Inc. P.O. Box 1041 Castroville, CA 95012

The certificates must also include the **EXACT** following wording, **under "Description of Operations/Locations** /Special Provisions":

"That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

Minimum coverage must be \$1,000,000.00

Event name: Artichoke Festival "Museum of Horrors" Scary Movie Tour Location: 2004 Fairground Rd., Monterey, CA 93940 Dates of event: October 13-14, 20-21, 27-28, 2023 Setup: Friday of each scheduled weekend Tear-down: Saturday of each scheduled weekend

IF THE MONTEREY COUNTY FAIRGROUNDS STAFF DETERMINES YOUR INSURANCE IS INSUFFICIENT, YOU MUST RESUBMIT CORRECTED PROOF OF INSURANCE FOR THIS EVENT. VENDORS ARE ENCOURAGED TO APPLY WELL IN ADVANCE, AS WE WILL NEED TIME TO REVIEW AND APPROVE VENDOR QUALIFICATIONS. PROOF OF INSURANCE MUST BE SUBMITTED WITH THIS APPLICATION.

- 30. **Workers Compensation Insurance**: Vendors are advised to carry Workers Compensation Insurance on any paid employees. This coverage is not provided by either Castroville Artichoke Festival, Inc., Cardinale & Wright Pumpkin Patch & Christmas Trees, or Monterey County Fair & Event Center.
- **31.** California State Seller's Permit (no fee): As required by law, vendors who are selling products or services are required to have and display a California State Seller's Permit. Your seller's permit should list the 2023 Artichoke Festival Haunted House at Monterey County Fair & Event Center, 2004 Fairground Rd., Monterey CA 93940 as either a location address (for temporary sellers), or as a sub-location (for regular seller's). If your sales are tax exempt, you must submit CDTFA form 410D explaining your reason for exemption. Apply for a new seller's permit, changes to current license, or get form 410D here: www.cdtfa.ca.gov/services/permits-licenses.htm. Or contact the local California Dept. of Tax and Fee Administration at 950 E. Blanco Road Suite 202, Salinas, CA 93901. Phone 831-754-4500. Vendors without a valid seller's permit will not be allowed to vend at this event.
- 32. City Business License: All vendors are required to have and display a current License To Do Business through the City of Monterey. If Vendor does not already possess a current City business license, Vendor must apply for and receive the license through the City of Monterey Revenue Division. Vendors who do not possess a valid and current City business license will not be selected for participation at the Artichoke Festival Haunted House. Vendors may apply and pay for their temporary City Business License directly from the City of Monterey Revenue Office online at: http://cmbuslic.ci.monterey.ca.us/businessLicenseApplication/ Or, contact the City of Monterey Revenue Division at 735 Pacific St, Ste A, Monterey CA 93940, phone: 831-646-3944. Castroville Artichoke Festival, Inc.'s inclusion of this link to the Application for Temporary License To Do Business does not in any way imply or guarantee that the City of Monterey will issue the temporary business license applied for by Vendor.
- 33. Health Department Regulations: Vendors who will be selling prepackaged bulk foods or beverages and/or serving food or beverage samples must comply with all Monterey County Health Department requirements for operation of their booth. Most importantly, MCHD requires all applications for a Temporary Food Facility (TFF) permit be submitted no later than one month prior to vendor's scheduled set-up. If vendor already has a valid yearly Temporary Food Facility (TFF) permit from MCHD, a Special Events application must still be submitted to

- 34. **Non-Profit Organizations:** If your organization is a non-profit 501(c) and you wish to rent space at a 50% discounted rate, you must provide documentation from the Internal Revenue Service to that effect with your application, including an affidavit of tax exemption. Non-profit vendors are not required to provide a California State Seller's Permit, but must still apply for a City of Monterey Business License.
- 35. Conduct: The Artichoke Festival's Museum of Horrors Scary Movie Tour is a family-oriented event, and all who attend are expected to conduct themselves accordingly with respect and positive encouragement toward each other. Bullying or aggressively competitive or intimidating behavior toward attendees or fellow vendors will NOT be tolerated. Vendors who cannot comply risk being removed for the remainder of this and future events. There will be no refunds to the Vendor for any such cancellation.
- 36. **Wi-Fi/Internet:** Although cellphone service is good, wi-fi bandwidth at the far northeast end of the Fairgrounds is not reliable. Please plan accordingly.
- 37. Sound Equipment: Radios, television sets, loud speakers, organs, voice amplification or gaming systems, etc. are subject to the approval of your Vendor Coordinator. They must be controlled so as not to interfere with the Pumpkin Patch and the operation of the Haunt, which emits ambient sound effects and music on a regular basis. THIS PRIVILEGE MAY BE REVOKED AT ANY TIME. NO STEREOS OR BOOM BOXES ALLOWED. Complaints regarding abuse of the privileges will result in removal of the sound amplification system.
- 38. **Restricted/Offensive Items Policy:** With the exception of kitchen knives and implements used for food prep or art activities, weapons and firearms are *not allowed* to be brought onto the Fairgrounds at any time by vendors or event attendees. Items that will not be considered for sale, giveaway or rental include but are not limited to: weapons of any kind, lasers, high powered water guns, rubber band guns, toy guns, stink bombs, pop caps, lighters, products made from any endangered animals, pornographic or drug related items. Event Staff reserves the right to determine whether an item is considered offensive or in poor taste and to prohibit the sale/display of such items.
- 39. Security: Gate access to the event area is locked after 10:00 PM each night. There is a 24-hour operator living on the event grounds of the Pumpkin Patch, but it is impossible to prevent thefts completely. Plan to lock up or remove any valuables or items that may be carried away by hand. Small items should be placed under counters each night. Please report any losses or infractions to Event or Grounds personnel immediately upon detection. Management will not be responsible for lost, damaged, or stolen merchandise.
- 40. Violation of Policy: The above policy statement will be strictly enforced. Castroville Artichoke Festival, Inc. reserves the right to dismiss any vendor who does not adhere to these policies. No refunds will be given. THE ABOVE RULES ARE FOR YOUR PROTECTION AND FOR THE BENEFIT OF ALL PARTICIPANTS.
- 41. **Policy Changes**: Castroville Artichoke Festival, Inc. also reserves the right to make changes in the above policy as necessary.

VI. <u>ACKNOWLEDGEMENTS:</u>

By signing this Vendor Application, I hereby agree that I have read and understand the requirements set forth above. I fully understand that my booth display must meet all Castroville Artichoke Festival, Inc. standards and conditions, or my booth display can and will be cancelled and removed from the Artichoke Festival's Haunted House event, at the sole discretion of Castroville Artichoke Festival, Inc., for any failure to comply with the standards set forth above. I further understand and agree that there will be no refunds due to me for any such cancellation, and that I will be assessed a \$30.00 fee for each returned check or declined credit card payment.

I further acknowledge that signing and submitting this application in no way implies or guarantees that a booth space will be offered to me for Castroville Artichoke Festival, Inc. events and fundraisers. I further understand that even should a booth space be offered to me, I am not entitled to any specific location or space to set up my booth display. Castroville Artichoke Festival, Inc. reserves the exclusive right to refuse any application, to place any booth or Vendor at a location of its choosing, or to relocate a booth and/or Vendor to any location at any time without advance notice.

Finally, effective as of the date this agreement is signed, approval for past use and permission for present and future use is hereby granted to Castroville Artichoke Festival, Inc. (and all persons acting under its permission and authority) to use a photo or other image of myself, of the likeness of the minor under my guardianship, or of exhibited works on public display for use in published or video works in any medium and for any lawful purpose in trade, exhibition, illustration, promotion, publicity, advertising and electronic publication. I understand that I have waived any right that I or my representative(s) may have to inspect or approve Castroville Artichoke Festival, Inc.'s use of the likeness or the advertising copy or printed matter that may be used in connection with the use and/or publication of the likeness.

Dated:

Month/Day Year

By:

(Print Name of Person Authorized to Sign on Behalf of Vendor)

(Signature of Person Authorized to Sign on Behalf of Vendor)

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

* * *

This Release and Waiver of Liability and Indemnity Agreement ("Agreement") is entered into

between	("Vendor")
(Print Vendor Business Name Here)	
and Castroville Artichoke Festival, Inc. ("CAFI").	

In consideration for participation in the 2023 Artichoke Festival "Museum of Horrors" Scary Movie Tour, Vendor hereby agrees to the following:

- 1. Vendor releases and discharges CAFI from all liability for any and all loss and/or damage and any claims or demands therefore, on account of injury to any individual or property resulting from the Vendor's participation in the 2023 Artichoke Festival "Museum of Horrors" Scary Movie Tour.
- Vendor agrees to indemnify and hold CAFI harmless from any loss, liability, damages, or costs, including attorneys' fees, arising out of Vendor's participation in the 2023 Artichoke Festival "Museum of Horrors" Scary Movie Tour, whether caused by the negligence or willful act(s) of Vendor or any other person or persons.
- 3. Vendor hereby assumes full responsibility for all risk of bodily injury, death, or property damage relating to or arising out of Vendor's participation in the 2023 Artichoke Festival "Museum of Horrors" Scary Movie Tour.
- 4. Vendor further expressly agrees that the foregoing Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.
- 5. Vendor has read and understands this Agreement and voluntarily signs this Agreement.

Dated: ______, Year_____

Ву: ____

(Print Name of Person Authorized to Sign on Behalf of Vendor)

(Signature of Person Authorized to Sign on Behalf of Vendor)



Artichoke Festival Haunted House 2023

Vendor Electrical Service Order Form

Booth #:

Provided by Festival

	restivu	1			L	
	How to Order Electrical Service	Company Name:				
	ase fill out this form as completely as possible and return with rendor application.			Email:		
	For questions, contact the Vendor Committee:			Chum		
	artscrafts.artifest@gmail.com					Connector Type
	or toll free 888-808-7707, ext 3	Type of Power (Voltage & Pricing)	Quantity	List Appliances (Lighting, special displays, chargers, etc.)	Amount of Power (in watts)	(NEMA # from chart at left)
1.	To order power for your lights, take the wattage on the bulbs and multiply by the number of lights you are using.					
2.	For appliances, you may place your order by reading the rat-	120 Volt 20 Amp				
	ing plate on each individual piece of equipment. A separate outlet should be ordered for each piece of equipment as well	Single Phase				
	as each location you require power. Rating plates are located	(\$25 per circuit)				
	on all pieces of electrical equipment and will indicate wattage, amperage or horsepower, voltage and phasing.					
			<u> </u>		<u> </u>	
	See the chart below to select the type of plug you need.					
	15 Amps 20 Amps 30 Amps 50 Amps					
	Typical Outlet NEMA5-20 NEMA5-50 NEMA5-50					
					1	
DOVAC						
120	NEMALS-25 NEMALS-20 NEMALS-20 Crowdd Orwadd					
				Lighting only (Add total wattage of all bulbs)		NEMA 5-15
	NEMA 1-15 S LIA-20 SEARCH STORE STORE		Quantity	Type of Circuit Needed	Price per Circuit	Total Price
		Payment for		120 Volt 20 Amp Single Phase	\$25.00	\$
		Electrical Service				
	NEMA 6-23 NEMA 6-29 NEMA 28-30 NEMA 28-50 REMA 6-50					
				Total Due to Castroville Artich		Ş
40 VAC	Welder or Plasma Cutter	Other Requirements - Please specify below				
20	NEMA LE-20 NEMA LE-20 NEMA LE-20 NEMA LE-20					
L						
240	Castroville Artichoke Festival, Inc. PO Box 1041,	Castroville, CA 95012 Toll	l Free Phone: 8	88-808-7707, ext 3 Web: artichokefestival.org Er	nail: artscrafts.artifest@g	mail.com