



Info Vendor Packet

The Pacific Grooves Music & Arts Festival Saturday July 28, 2012

11:00 AM to 10:00 PM

Carson, CA 90745



--Space Commitment Form--

If you are interested in participating in the July 28, 2012 Pacific Grooves Music and Arts Festival's Vendor Village, please fill out this application form and submit your completed application and booth fee to:

Pacific Grooves Music and Arts Festival
Attention: Vendor Committee
1609 Beechwood Drive
Martinez, CA 94553

You will receive an email confirming receipt of your application and participation in the Pacific Grooves Music and Arts Festival/Vendor Village. A booth layout of the event will be emailed to you and is not subject to negotiation.

NOTE: PACIFIC GROOVES reserves the right to refuse vendors based on event criteria.

FOR MORE INFORMATION: Contact Joseph Fa'avae at joseph@pacificgrooves.com or at (424) 224-1898



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RULES AND REGULATIONS

SIGN AND DATE THIS FORM AND SUBMIT IT WITH YOUR APPLICATION

- 1) Electricity is NOT included in the listed fees but can be provided at an additional cost of \$50.
- 2) All correspondence will be via email unless special arrangements are made.
- 3) This is a **one day only** event. Trucks must utilize their spot on that day or it may affect participation in future events.
- 4) There are no refunds once you have been accepted into the event.
- 5) The event has the right to determine the participation – once you have submitted your application you will receive notification of acceptance/rejection and your booth location.
- 6) “Key area” placement of truck space is based on payment date of vendor fees.
- 7) Check-in time, parking information, booth location, and other event information will be emailed to you by July 20, 2012
- 8) The Vendor Agreement must be signed, dated and received by July 13, 2012.
- 9) Only two (2) persons are allowed to work and run the booth. You are permitted to have volunteers unload/load vehicles however volunteers are not available to pack or set up/tear down booths. Volunteers, assistants and others are not allowed to work in Vendor Booths.
- 10) Vendors deemed unmanageable during the festival will be given one warning by the Festival's organizers. Pacific Grooves reserves the right to remove any vendor who is deemed unmanageable by Pacific Grooves organizers. There will be no refunds to vendors who are removed.
- 11) Pacific Grooves reserves the right to approve or deny any vendor application for any reason.
- 12) Pacific Grooves reserves the right to refuse or remove any inappropriate merchandise displays, decorations, handbills, fliers, brochures, or signs.
- 13) Pacific Grooves reserves the right to limit the number of applicants for any one type of goods/services thereby protecting all vendors and maintaining diversity for the Festival. Pacific Grooves also reserves the right to change or substitute vendor spaces for the good of the Festival and its participants.
- 14) Absolutely NO subleasing of booth space or surrounding areas. If anyone subleases any portion of his or her space without Pacific Grooves permission, you will not be allowed to operate the booth and you will forfeit all fees paid.
- 15) No solicitation of tobacco or alcohol products or illegal drugs is allowed. Violators will be expelled immediately. Alcohol or tobacco sales or the use of illegal drugs are strictly prohibited and will be enforced by police and security.
- 16) No firearms, ammunition, firearms, explosives, stun gun, handcuffs, martial arts instruments, pepper spray, tear gas, brass knuckles, sticks, clubs, batons or other items deemed as potential weapons or drugs are allowed on Festival grounds
- 17) No live animals are permitted within any booth area (except service animals).
- 18) No lewd or suggestive material or products allowed.
- 19) All music shall be kept at a level as not to interfere with the operation of neighboring booths and festival music.
- 20) You must adhere to hours for the event. Early breakdown will result in exclusion from ANY of our future events.
- 21) You, your staff, and your area must remain neat, clean, and kept in an orderly fashion. Exhibits and displays must be contained within your booth space. Conduct and displays must be appropriate. No garbage/boxes/etc. may be in view. All boxes must be broken down before discarding.
- 22) Vendors are responsible for having appropriate licenses.
- 23) No food or beverages may be sold by any vendor.
- 24) No handmade signs are allowed. Make sure tables are properly covered.
- 25) Once your application is approved no refunds will be issued.
- 26) You must provide a copy of your liability insurance.
- 27) There are no refunds on deposits or for cancellation of event due to rain or acts of God.
- 28) Only items listed and/or services approved on this application will be allowed to be distributed or performed at the event.



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- 29) Vendors agree to abide by all instructions, Vendor Agreements, and Rules and Regulations of the Pacific Grooves Festival. The Pacific Grooves Festival shall have sole discretion in the interpretation and enforcement of all Rules and Regulations contained herein and has the power to make such amendments thereto, and such further Rules and Regulations as it shall consider necessary for the proper conduct and success of the event.
- 30) The Pacific Grooves Festival reserves the right to decline, prohibit or expel any Exhibit which, in their sole judgment, is out of keeping with the character of the Event, including but not limited to persons, display materials, printed matter, product or conduct.
- 31) The Pacific Grooves Festival reserves the right to determine, in their sole discretion, the eligibility of all Vendor space applicants and individual products to be exhibited.
- 32) Assignment of booth space shall be made by the Pacific Grooves Festival in its sole discretion. Location preferences will be accommodated as far out as possible. Acceptance of an applicant does not imply endorsement of vendor's products or services, nor does rejection imply lack of merit of the same. The Pacific Grooves Festival reserves the right, to alter the Vendor hours or floor plan arrangements in any manner.
- 33) Vendor solicitation of any sort shall be restricted to vendor's allotted booth space. Vendor exhibit may not extend beyond the limits of vendor booth space and no part of any exhibit or any product may extend into any aisle. No vendor shall so arrange its vendor to obscure or prejudice adjacent booth spaces in the sole opinion of the Pacific Grooves Festival's organizers.
- 34) Vendor shall be bound by and comply with, at vendor's own cost and expense, all applicable national, state, city municipal law codes and governmental regulations or other authority having jurisdiction over the vendor, venue of the event, together with Rules and Regulations of the owners and/or operators of the venue in which the event is being held. Vendors shall be bound by and comply with, at vendor's sole cost and expense, all applicable copyright and trademark laws and regulations that may affect vendors use and occupancy of the booth space.
- 35) Vendor may be subject to search at the time of entry.
- 36) Vendor is prohibited from selling or distributing any of the following items: items which contain any reference or picture of marijuana, tobacco items, drug paraphernalia (pipes, water pipes, gas masks, rolling papers, etc.), cigarettes (herbal or traditional), pornography, anything containing profane language, or any item in which the Event logo or trademark appears.
- 37) The use of individual generators and open flames are strictly prohibited.
- 38) Pacific Grooves Festival reserves the right to require vendor to take-down, remove or cover any signage, banners, or display logos that the Pacific Grooves Festival find offensive, inappropriate, objectionable, or in breach of any other rule or regulation hereunder, as determined by the Pacific Grooves Festival in their sole discretion.

Note: Due to the nature of the event some items on this document may change. If it does, vendors will be immediately notified.

I would like to participate in the Pacific Grooves Music and Arts Festival on July 28, 2012. I agree to abide by all of Pacific Groove's rules and regulations. I understand this contract will be legally binding between two parties once the application has been accepted. Vendors should insure their own exhibit and display materials. Pacific Grooves Festival does not/will not assume liability for theft, injury, not any other accident that may occur during the event to visitors or vendors

Vendor Signature: _____ Date: _____



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INFORMATIONAL BOOTH APPLICATION

Contact Name: _____

Organization/Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____

Alternate Phone: _____

E-mail: _____

Facebook: _____ Twitter Handle: _____

Website address (if any): _____

(Providing Pacific Grooves your website address allows us to link your site from ours)

Describe Items or Services provided in your booth. Please attach a separate sheet if more space is needed:

USE OF GENERATORS AT THE FESTIVAL MUST BE APPROVED BY PACIFIC GROOVES. USE OF PERSONAL GENERATORS WILL NOT BE ALLOWED UNLESS PROPER PERMITS ARE OBTAINED. THERE WILL BE AN ELECTRICITY SURCHARGE OF \$50. If electricity is needed, please check below:

YES _____ NO _____ ELECTRICITY - If YES, please state what your electricity needs are and estimated wattage:

Cost of Booth: **\$250** (make all checks payable to **Pacific Grooves Music and Arts Festival**)

Any Special Requests? _____



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****BOOTH APPLICATION DEADLINE IS JULY 13, 2012****

1. **DATE AND LOCATION:** Saturday, July 28, 2012, 18400 Avalon Blvd., Carson, CA 90745.
2. **BOOTH INFORMATION:** Craft Booths: One (1) 10'x10' space, two (1) table and two (2) chairs.

****SPACE ALLOTMENTS ARE FOR ONE VENDOR – BOOTHS MAY NOT BE SHARED****

All booths must be operational and staffed throughout the entire event. No early closing of booths is allowed.

****ABSOLUTELY NO FOOD OR BEVERAGES OF ANY TYPE SHALL BE SOLD OR GIVEN FROM ANY CRAFT BOOTH. THE HOME DEPOT CENTER RESERVES THE RIGHT TO DETERMINE AND DESIGNATE THE SELL OF ANY/ALL FOOD AND BEVERAGES****

3. INFORMATION BOOTHS: All information booths are for use of recruiting, health care issues, demonstration, and promotional items. **Promotional items given out cannot be foods, drinks, or snacks. There will be absolutely no selling or soliciting for money within the information booths.** You must include a sample of the type of information you will be dispensing. If not yet available, please describe in full detail. Absolutely no political information may be distributed. Information booths may not have any kind of items for sale. This will be absolutely enforced. Disregard to this procedure will be cause for immediate booth closure, removal from the festival area, and no refund will be granted. In addition, you will not be allowed to be a vendor at future festivals. **NO EXCEPTIONS!**

4. INFORMATION BOOTH REGULATIONS: Booth decorations are encouraged. Signs acknowledging sponsoring organizations are permitted in the booth. A booth utilizing the services or products of a for-profit organization, i.e. commercial vendor, etc. may display a sign or banner advertising that for-profit organization.

5. BOOTH CONSIDERATION: The Booth Committee will only consider applications with the following completed:

1. Receipt of full payment of booth fees.
2. Completed Booth Application, Indemnification Agreement and Vendor Agreement with required signatures.
3. One self addressed, stamped business size envelope.
4. Complete list of all items for display

Applications and/or fees received after July 13, 2012, will be assessed a late fee of \$100.00 (no exceptions). Checks returned by bank to Pacific Grooves will be assessed a \$100.00 fee and may change your booth status and/or assignment (no exceptions). Applications might not be considered if received past the deadline or if the festival is sold out. The vendor fee is non refundable once your spot has been secured and you have been notified.

6. BOOTH ASSIGNMENT CRITERIA: Booth Committee assigns booth location by:

1. Pacific Grooves Partners will be considered first.
2. Chronological order of **completed** booth application as received.
3. Items or displays (recruiting must list all equipment)
4. City of Carson-based vendor .
5. Non-Carson based vendor.
6. Early submittal of booth fees and application
7. How many booths are purchased

7. Clean Up During & After: All booth vendors are responsible for keeping booth space and surrounding areas neat and clean and for disposing of their trash during and after the festival. Trash must be in heavy-duty plastic trash bags and tied closed. All trash bags are to be disposed of in dumpsters provided. There will be inspections conducted by the Pacific Grooves Organizers at irregular times.



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8. CONFIRMATION/REFUNDS: Final booth acknowledgements will be mailed on or before July 13th. A cashed space fee payment does not mean you have been accepted and/or approved to participate as a vendor in the 2012 festival. It is understood that there are absolutely **NO REFUNDS**.

9. PARKING: Vendors will be provided a special-event parking permit. One parking permit will be provided for each booth (no exceptions). Unauthorized vehicles (no parking permit) in parking area will be towed at owner's expense. **No overnight parking or UHAULS allowed! Only vehicles allowed are those that fit in a normal parking space. NO OVERNIGHT PARKING ALLOWED BY ANY VEHICLE OR TRAILER.**

Failure to comply with **ANY** of the festival rules may result in loss of current festival participation privileges, the forfeiture of fees paid for the current event, and/or any future festival participation privileges.

10. SECURITY: Items must not be left unattended at any time during operating hours.

11. LOST AND FOUND: Lost and Found items recovered during the festival may be claimed at the Pacific Grooves Security/Command Center.

	Amount:
Number of spaces requested: (#) _____	
Vendor Space Fee:.....\$ _____	
Total Amount Enclosed:.....\$ _____	

I agree to the above information by submitting this application form to participate in the 2012 Pacific Grooves Music and Arts Festival.

Authorized Signature and Title

Date

FOR EVENT PERSONNEL ONLY			
Deposit Received: _____	Amount Paid: _____	Insurance Certificate: YES ___ NO ___	
Vendor Location: _____	Electricity: YES ___ NO ___	Cleaning Deposit Received: _____	
Volunteer Help Required: YES ___ NO ___		CA Seller's Permit: YES ___ NO ___	



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VENDOR AGREEMENT

THIS VENDOR AGREEMENT (this "Agreement") is made effective as of _____, 2012 between **PACIFIC GROOVES MUSIC & ARTS FESTIVAL** (the "Producer") and _____ ("Vendor").

RECITALS

- A. The Producer is producing a live music festival known as the Pacific Grooves Music & Arts Festival to be held on July 28, 2012 (the "Event") at the Home Depot Center in Carson, CA (the "Venue").
- B. Vendor desires to exhibit and sell its goods at the Event, and the Producer desires to provide space to Vendor for such goods, on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants that are contained in this Agreement, the parties hereto hereby agree as follows:

- 1. SCOPE OF RENTAL.** The Producer hereby leases to Vendor, and Vendor hereby agrees to lease the booth space (the "Booth Space") at the Event as set forth on the application at which the Vendor may exhibit and sell its goods (the "Exhibit"). Vendor is responsible for providing all materials it requires for the Exhibit. Vendor and its employees, personnel and agents shall comply with and conform to all rules, regulations and directives issued by the Producer or its designees from time to time.
- 2. TERMINATION.** The term of this agreement shall commence as of the effective date hereof and shall continue through the end of the event unless sooner terminated in accordance with the terms and conditions of this agreement. This agreement may be terminated by the Producer without cause immediately upon notice to Vendor. The Producer may re-let the booth space immediately upon such notice. The Producer reserves the right to cancel the event for any reason, in its sole discretion, and Vendor's sole and exclusive remedy shall be a refund of the fee to the Vendor.
- 3. COMPENSATION.** As full and complete compensation for the exhibit by the Vendor pursuant to this agreement, the Vendor shall pay the Pacific Grooves Music & Arts Festival the amount set forth on the application (the "Cost of Booth"). Such amount shall be paid to the Pacific Grooves Music & Arts Festival as set forth on the application.
- 4. RULES AND REGULATIONS.** Vendor agrees to abide by all rules and regulations set forth in "Vendor Rules and Regulations".
- 5. INSURANCE.** Without in any way limiting or altering the indemnification requirements of Vendor under or pursuant to this agreement, Vendor shall, at its sole expense, procure and at all times maintain during the term of this agreement all of the following insurance: (a) \$1,000,000 General Aggregate, \$1,000,000 Each Occurrence and (b) insurance required hereunder shall be considered primary insurance and all insurance carried by the Producer, its agents, employees, and the parties for which it is operating, shall be considered secondary in relation thereto. Concurrently with the execution of this agreement and at such other times as reasonably requested by the Producer, Vendor shall deliver to the Producer certificates of insurance confirming the existence of the insurance required by this agreement.



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7. WAIVER BY VENDOR. Vendor agrees that the Producer shall not be responsible for any loss or damage to any property of Vendor resulting from fire, theft, or any other cause unless due to the negligence or willful misconduct of the Producer and, except to the extent expressly provided herein, Vendor expressly assumes all risks of loss, damage, or destruction of or to any of its property resulting from any such causes.

8. RELATIONSHIP OF PARTIES. The parties hereunder are independent contracting parties.

9. EFFECT OF AGREEMENT/ASSIGNMENT. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective permitted successors and assigns; provided, however, that this agreement may not be assigned by Vendor, nor may any of the Vendor's duties hereunder be delegated, without the prior written consent of the Producer.

10. CHOICE OF LAW. The validity, interpretation, construction and enforcement of this agreement shall be governed and controlled by the laws of the State of California, without regard to that state's rules with respect to choice of law.

11. ENTIRE AGREEMENT/MISC. This agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understanding, either oral or written, with respect to the subject matter hereof. If any covenant, term or provision of this agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms or provisions of this agreement and will not affect the validity, interpretation or effect of the remainder of this agreement. This agreement may not be modified, altered or amended- except by a written instrument signed by both parties. This agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement and have made it effective as of the day and year first written above.

VENDOR: _____
Signature: _____
Name: _____
Title: _____

PACIFIC GROOVES MUSIC & ARTS FESTIVAL
Signature: _____
Name: _____
Title: _____



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INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT made and entered into this ____ day of _____, 20____, among The Pacific Grooves Music and Arts Festival and _____ ("Vendor"). I, _____, as the agent of the vendor performing _____ ("Services") do hereby agree to Indemnify and hold harmless the Pacific Grooves Music and Arts Festival, their officers, agents, employees and contractors from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as a result of or in connection with the occupancy or use of said premises by Vendor performing services. During the conduct of the Pacific Grooves Festival event at the Home Depot Center on the date of July 28, 2012. Vendor agrees to assume all risks and injuries arising out of or resulting from the use and participation in the Pacific Grooves Festival, its location, its facilities, and/or properties located on site. Vendor also agree to make no claim whatsoever for injuries and to hold harmless The Home Depot Center and The Pacific Grooves Festival's Organizers, its members, agents, representatives, or employees, arising as of or resulting from the use of any of the buildings, grounds, real property, or personal property located at the festival site. Furthermore, Vendor shall assume responsibility for the damages sustained to the equipment, grounds, furniture, and facilities resulting from the use of such and/or occupancy of said premises.

Print Name

Title

Name of Business

Daytime Phone Number

Email Address (Please PRINT)

Address

City State Zip Code



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1st Annual Pacific Grooves Music & Arts Festival



Completed application packages should be mailed to:
Pacific Grooves Music and Arts Festival
Attention: Vendor Committee
1609 Beechwood Drive
Martinez, CA 94553

Joseph Fa'avae
Vendor Coordinator
(424) 224-1898
joseph@pacificgrooves.com

APPLICATION CHECKLIST:

- Completed vendor application
- Signed and dated Vendor Rules and Regulations
- Postage paid envelope to return your photos
- Full payment for applicable space fee rental by deadline
- Copy of Liability Insurance
- Completed Indemnity Agreement
- Completed Vendor Agreement