

FREMONT BURGER & BREW FEST

2017 Event Application

The Fremont Chamber of Commerce invites you to participate in our premiere summer street festival:

The **Burger & Brew Fest** will be held on May 27th, 2017, from 11:00 AM to 6:00 PM. This event will feature beer sampling from Bay Area craft breweries, burgers and sliders from local food vendors and restaurants, and live entertainment.

To apply for this event, please fill out the appropriate application form, along with a signed copy of the rules of participation, and return it to the Fremont Chamber of Commerce.

Don't miss this great opportunity to participate in one of the Bay Area's newest up and coming events!

Name: _____
Company: _____
Street: _____
City: _____
State: _____ Zip _____
Phone: _____
Fax: _____
Email: _____
Website : _____

Please check what type of exhibitor you are:

- Food Vendor** — Food prepared to enjoy at the event.
- Gourmet Marketplace** — Packaged gourmet food specialty
- Business Marketplace** — Chamber members exhibiting products and services
- Street Performer** — Perform such services as: face painting, henna tattoos, balloon animals, juggling, street sketch artist.
Only available for the Fremont Festival of the Arts.

Description of your product: _____

Send or fax application and all materials to:

FREMONT CHAMBER OF COMMERCE

39488 STEVENSON PLACE, STE. 100

FREMONT, CA 94539

Phone: (510) 795-2244

Fax: (510) 795-2240

Email: cbonior@fremontbusiness.com.

Web site: fremontbusiness.com

Application will not be complete without the following:

- 2017 Main Application Completely Filled Out**
- The individual Exhibitor Reservation**
- Your space fee, paid in full**
- The participation rules signed and dated for each section of the festival to which you are applying**
- Certificate of Insurance, with the Fremont Chamber of Commerce listed as Additional Insured**
- Fremont business license number or payment of city vendor fee**
- Food Vendor Menu Proposal (if applicable)**
- Proof of health permit application submission (if applicable)**
- Resale license number or exemption (if applicable)**

Exhibitor Reservation

Food Vendor

BURGER & BREW BOOTH FEES

Please sign Rules and Regulations on Page 7

- Chamber Members \$500 \$ _____
- Non-Chamber Members \$600 \$ _____
- Food Truck \$395 \$ _____
- (only includes one 10x20 space)*
- City of Fremont vendor fee \$ _____ 5.00
- (or provide business license for City of Fremont)*

TOTAL \$ _____

- Check enclosed
Make check payable to Fremont Chamber of Commerce
- Please charge my:
 Visa MasterCard

Name on card: _____
Card #: _____ CVV _____
Expiration date: _____
Signature: _____

Street Performers

BURGER & BREW FEES

Please sign Rules and Regulations on Page 8

- Single space (10'x10') \$ 450 \$ _____
(space will not be confirmed without payment)
- City of Fremont vendor fee \$ _____ 5.00
(or provide business license for City of Fremont)

TOTAL \$ _____

- Check enclosed
Make check payable to Fremont Chamber of Commerce
- Please charge my:
 Visa MasterCard

Name on card: _____
Card #: _____ CVV _____
Expiration date: _____
Signature: _____

2017 Food Vendor Menu Proposal

Burger & Brew Fest

Please note that the food vendor fees include a 10'x10' Health Department approved booth, and a 10'x10' delineated space behind the booth for your cooking area.

List at least TWO sliders and ONE gourmet burger you will be offering: (you can sell more, but no less)

1. _____

2. _____

3. _____

Other menu items you would like to offer:

(not all items may get approved)

1. _____

2. _____

3. _____

ADDITIONAL SPACING REQUIREMENTS :

Use of space outside of the allotted 10' x 10' booth requires approval by the Festival Management Committee. Attach an additional sheet and please list your additional space requirements with measurements. Your request will be reviewed. Failure to request additional space or gain approval will result in the forfeiture of your cleaning deposit. Please draw a diagram below of the additional space needed.

Burger & Brew Fest - Business Marketplace Rules and Regulations

General Burger & Brew Fest Rules

Exhibitor Reservation and Payment: Booths will be sold on a first come, first serve basis. Full payment must accompany the completed application. Booth space will not be confirmed without full payment. There is a \$25 charge for returned checks.

Set Up and Tear Down: Burger & Brew Fest hours are 11:00 a.m. to 6:00 p.m. Booths must be set-up and staffed no later than 10:00 a.m. and may not be disassembled before 6:00 p.m.

Electricity: Electricity is not available on the Burger & Brew Fest site. Should you require electricity, you must provide a generator. Festival management must approve the use of generators. Generators must be "whisper quiet" and not exceed 1200 watts.

Clean Up: Booth area must be kept clean during the entire show and is the responsibility of the member. In addition, each member is responsible for leaving his/her booth space clean and free of debris at the end of the show. Should a member fail to leave his/her booth space clean and free of debris at the end of the show, the member may forfeit his/her right to participate in future shows or will be required to submit a cleaning deposit for future shows.

Alcoholic Beverages: Absolutely no alcoholic beverages will be allowed or consumed in any booth. Absolutely no outside alcoholic beverages may be brought onto Burger & Brew Fest grounds. Violation of this rule will result in the immediate closure of the booth with no refund.

Smoking: Absolutely no smoking will be allowed in any booth. This includes electronic cigarettes. Violation of this rule will result in the immediate closure of the booth with no refund.

Pets: Pets and animals are not allowed in the Burger & Brew Fest area.

Damage: Organizations are responsible for any damage that may result from their participation (deliveries, improper set-up, extending outside the booth perimeters, etc.). The Fremont Chamber of Commerce is not responsible for any theft of damage.

Rule Violations: Any flagrant violations of the Burger & Brew Fest guidelines and rules set forth by the Festival Committee will constitute an immediate removal from the Burger & Brew Fest with no refund. Failure to comply with Burger & Brew Fest rules will forfeit eligibility in future years.

Cancellation: Cancellations received prior to 5:00 p.m. on **Friday, April 28, 2017** will receive a full refund of participation fees. Cancellations received after that date will not be subject to refund unless booth space is resold.

Additional Business Marketplace Burger & Brew Fest Rules

1. Participants in Business Marketplace at the Burger & Brew Fest must be members in good standing of the Fremont Chamber of Commerce at the time of the show. Commerce in the booth must be the member's primary business defined as business of record at the Chamber office.
2. Retail sales may be conducted in the Business Marketplace booths, this includes accepting deposits. Exhibitors who do wish to conduct retail sales at the Burger & Brew Fest must provide a resale license number or proof of exemption. Additionally, those exhibitors must pay a City Vendor Fee or provide proof of a Fremont business license.
3. The Chamber can provide exhibitors with a booth for an additional fee of \$175. The booth structure for each single booth shall be a 10' deep x 10' wide space covered by a canopy and include a 6' folding table and two chairs. A double booth structure shall be 10' deep x 20' wide covered by a canopy and include two 6' folding tables and two chairs. Table coverings will not be provided. Booth structure height is 7'.
4. Booth location is assigned by the Chamber. Please note the Chamber does not restrict or dictate the relative placement of related or similar businesses. Members may not trade locations or sublet space without prior permission of the Chamber office.
5. Members are responsible for managing lines of visitors originating from their booths and must direct the line so as not to interfere with other exhibitors. In addition, please be considerate of other exhibitors in terms of display devices and sound volume.
6. While handing out information about your company is encouraged, exhibitors must remain within their allocated booth space.
7. No motor vehicles of any kind are to be displayed in Business Marketplace. If a motor vehicle is displayed, you will be asked to leave the Burger & Brew Fest, and your fee will be forfeited.
8. Consumable food or beverages, other than sample sizes, may not be served or sold by exhibitors, as this is in direct competition with our food vendors. If your business requires you to hand out samples of your product, a Health Permit is required from the Alameda County Health Department: no exceptions. An application can be filled out at: https://www.acgov.org/aceh/food/TFF_Application_Booth.pdf.
9. Booth space may be shared between two member companies only. There is a surcharge for shared booths. Only one member may be named as Chamber contact. Chamber will not be responsible for multiple billings or mailings.
10. Signage for each individual booth will be the responsibility of the booth owner. No signs, banners or flags are to be attached above the booth. Participants who represent products and services of another company will be able to display no more than one 24 inch by 36 inch poster of each company, with a maximum of four posters. Drawing prizes and giveaways will be limited to one 24 inch by 36 inch poster and may not conflict with any exclusive sponsor of the Burger & Brew Fest.
11. Exhibitors will carry adequate insurance against all public liability claims and costs, including reasonable attorney's fees incurred as a result of any personal injury or property damage. Exhibitor is required to provide a Certificate of Insurance naming the Fremont Chamber of Commerce as an additional insured.

Participation & Hold Harmless Agreement

The undersigned, as agent for the organization, individuals and/or agency represented agrees to abide by the rules and regulations in this agreement, and understands that should the organization, or members of the organization fail to observe and abide by the rules and regulations as set forth above, the organization will become ineligible to participate in future Festivals. I further agree to hold the FREMONT CHAMBER OF COMMERCE, THE CITY OF FREMONT, AND ITS AGENCIES, free and harmless from any and all liability for bodily injury, property damage or loss arising out of activities resulting from participation in the Fremont Chamber of Commerce annual Burger & Brew Fest, May 27th, 2017

Name: _____ Signature: _____ Date: _____

Burger & Brew Fest - Gourmet Marketplace Rules and Regulations

General Burger & Brew Fest Rules

Exhibitor Reservation and Payment: Booths will be sold on a first come, first serve basis. Full payment must accompany the completed application. Booth space will not be confirmed without full payment. There is a \$25 charge for returned checks.

Set Up and Tear Down: Burger & Brew Fest hours are 11:00 a.m. to 6:00 p.m. Booths must be set-up and staffed no later than 10:00 a.m. and may not be disassembled before 6:00 p.m.

Electricity: Electricity is not available on the Burger & Brew Fest site. Should you require electricity, you must provide a generator. Festival management must approve the use of generators. Generators must be "whisper quiet" and not exceed 1200 watts.

Clean Up: Booth area must be kept clean during the entire show and is the responsibility of the member. In addition, each member is responsible for leaving his/her booth space clean and free of debris at the end of the show. Should a member fail to leave his/her booth space clean and free of debris at the end of the show, the member may forfeit his/her right to participate in future shows or will be required to submit a cleaning deposit for future shows.

Alcoholic Beverages: Absolutely no alcoholic beverages will be allowed or consumed in any booth. Absolutely no outside alcoholic beverages may be brought onto Burger & Brew Fest grounds. Violation of this rule will result in the immediate closure of the booth with no refund.

Smoking: Absolutely no smoking will be allowed in any booth. This includes electronic cigarettes. Violation of this rule will result in the immediate closure of the booth with no refund.

Pets: Pets and animals are not allowed in the Burger & Brew Fest area.

Damage: Organizations are responsible for any damage that may result from their participation (deliveries, improper set-up, extending outside the booth perimeters, etc.). The Fremont Chamber of Commerce is not responsible for any theft of damage.

Rule Violations: Any flagrant violations of the Burger & Brew Fest guidelines and rules set forth by the Festival Committee will constitute an immediate removal from the Burger & Brew Fest with no refund. Failure to comply with Burger & Brew Fest rules will forfeit eligibility in future years.

Cancellation: Cancellations received prior to 5:00 p.m. on **Friday, April 28, 2017** will receive a full refund of participation fees. Cancellations received after that date will not be subject to refund unless booth space is resold.

Additional Gourmet Marketplace Burger & Brew Fest Rules

1. Packaging and Items for Sale: Because individual food portions would conflict with our food concessions, we cannot allow the sale of individual portions for consumption at the Burger & Brew Fest. The exhibitor must produce all items, no mass-produced or imported items will be allowed. All products must be packaged for the consumer to take home.
2. During the show, the products exhibited will be checked against the photos and the description provided with your application. If items exhibited are grossly different in nature than appears on this application, the vendor will be removed from the festival and will forfeit all fees paid.
3. Space location is assigned by the Fremont Chamber of Commerce. No vendors selling the same type of products will be placed "in a line" of each other. Please notify Cindy if you have a special request. This notification must be done in writing and sent to cbonior@fremontbusiness.com.
4. The Burger & Brew Fest does not supply ice.
5. **All vendors are required to obtain their own health permits from the Alameda County Environmental Health Department. Proof of an issued health permit, covering the entire duration of the Festival, must be received by the Fremont Chamber of Commerce no later than May 19, 2017. Vendors who do not submit proof of an issued health permit by this date will not be allowed to participate in the Burger & Brew Fest and will forfeit all fees. An application can be filled out at: https://www.acgov.org/aceh/food/TFF_Application_Booth.pdf.**
6. All vendors are required to submit a valid California Resale Number with application. Exempt vendors must submit form BOE-410-D with completed application. Form BOE-410-D is included with this application. **Documentation for exempt vendors must be submitted with your completed application.**
7. The City of Fremont requires any vendor located within the City of Fremont to have a business license. If your business is located within city limits, you must submit a copy of your business license with this application. If your company is not located within city limits, you are required to hold a Temporary Vendor Permit. The fee is \$5 and is listed in the fee section of the application. Please remit this fee with your application and we will file the necessary permit application for you.
8. Vendors will carry adequate insurance against all public liability claims and costs, including reasonable attorney's fees incurred as a result of any personal injury or property damage. Vendor is required to provide a Certificate of Insurance naming the Fremont Chamber of Commerce as an additional insured.
9. Vendors must be a member in good standing at the time of the application in order to receive the membership rate. There is a \$25 charge for returned checks.

Participation & Hold Harmless Agreement

The undersigned, as agent for the organization, individuals and/or agency represented agrees to abide by the rules and regulations in this agreement, and understands that should the organization, or members of the organization fail to observe and abide by the rules and regulations as set forth above, the organization will become ineligible to participate in future Festivals. I understand that during the Burger & Brew Fest, my work will be checked against the photos and description that I have provided with the application and if that if the items grossly differ in nature or are obviously of commercial origin or are imported, I will be removed from the show and forfeit all fees paid. I further agree to hold the FREMONT CHAMBER OF COMMERCE, THE CITY OF FREMONT, AND ITS AGENCIES, free and harmless from any and all liability for bodily injury, property damage or loss arising out of activities resulting from participation in the Fremont Chamber of Commerce annual Burger & Brew Fest, May 27th, 2017

Name: _____ Signature: _____ Date: _____

Burger & Brew Fest - Food Vendor Rules and Regulations

General Burger & Brew Fest Rules

Exhibitor Reservation and Payment: Booths will be sold on a first come, first serve basis. Full payment must accompany the completed application. Booth space will not be confirmed without full payment. There is a \$25 charge for returned checks.

Set Up and Tear Down: Burger & Brew Fest hours are 11:00 a.m. to 6:00 p.m. Booths must be set-up and staffed no later than 10:00 a.m. and may not be disassembled before 6:00 p.m.

Electricity: Electricity is not available on the Burger & Brew Fest site. Should you require electricity, you must provide a generator. Festival management must approve the use of generators. Generators must be "whisper quiet" and not exceed 1200 watts.

Clean Up: Booth area must be kept clean during the entire show and is the responsibility of the member. In addition, each member is responsible for leaving his/her booth space clean and free of debris at the end of the show. Should a member fail to leave his/her booth space clean and free of debris at the end of the show, the member may forfeit his/her right to participate in future shows or will be required to submit a cleaning deposit for future shows.

Alcoholic Beverages: Absolutely no alcoholic beverages will be allowed or consumed in any booth. Absolutely no outside alcoholic beverages may be brought onto Burger & Brew Fest grounds. Violation of this rule will result in the immediate closure of the booth with no refund.

Smoking: Absolutely no smoking will be allowed in any booth. This includes electronic cigarettes. Violation of this rule will result in the immediate closure of the booth with no refund.

Pets: Pets and animals are not allowed in the Burger & Brew Fest area.

Damage: Organizations are responsible for any damage that may result from their participation (cooking, deliveries, improper set-up, extending outside the booth perimeters, etc.). The Fremont Chamber of Commerce is not responsible for any theft or damage.

Rule Violations: Any flagrant violations of the Burger & Brew Fest guidelines and rules set forth by the Festival Committee will constitute an immediate removal from the Burger & Brew Fest with no refund. Failure to comply with Burger & Brew Fest rules will forfeit eligibility in future years.

Cancellation: Cancellations received prior to 5:00 p.m. on **Friday, April 28, 2017** will receive a full refund of participation fees. Cancellations received after that date will not be subject to refund unless booth space is resold.

Additional Food Vendor Burger & Brew Fest Rules

1. Each organization must have food items approved by the Festival Committee. No changes may be made without prior approval. Food vendors must sell at least 3 different types of burgers to the attendees; at least two types of sliders and one type of gourmet burger if possible. Vendors can prepare more sliders and burgers, but cannot sell less than the minimum. Vendors are also welcome to sell side dishes and dessert. Food vendors may NOT sell beverages.
2. In the event that an exclusive corporate sponsorship agreement is secured with a food or beverage vendor, all food booth participants will be required to support the products available through that exclusive sponsorship agreement.
3. Food storage trucks will not be allowed on the Festival site prior to **10:00 p.m. on Friday, May 26th, 2017**. **The Festival Committee must approve parking placement of trucks.**
4. **Organizations are responsible for the securing of and the payment of any and all necessary permits and licenses required to operate, including, but not limited to health permit, resale certificate, etc. A copy of all permits and certificates must be submitted to the Chamber office no later than Monday, May 22, 2017. Failure to submit all necessary permits, certificates or comply with any and all health regulations will result in the forfeiture of booth space with no refund. A health permit application can be filled out at: https://www.acgov.org/aceh/food/TFF_Application_Booth.pdf**
5. Organization must be a member in good standing at the time of application in order to receive Chamber member rate..
6. Free standing, covered booths will be provided, set up and removed by the Fremont Chamber of Commerce. Booths are screened per health code requirements. Booths are 10' wide and 10' deep. Booths may not be moved, turned or altered without prior permission or assistance from festival management. Food trucks will only be provided with a 10x20' space.
7. The Burger & Brew Fest does not supply ice.
8. Food booths and trucks must provide enough food to sell product for the entirety of the Burger & Brew Fest .
9. Food and beverages may be served from the front of the booth only.
10. Although product sampling is encouraged, the distributing of samples must be done within the confines of your booth or truck. Individuals may not stand outside the booth or truck and distribute samples.
11. All equipment including worktables, chairs, food coolers or warmers, fire extinguishers, etc. are to be furnished by the organization.
12. All organizations must abide by signage rules.
13. All water and ice are to be disposed of in nearby grey water containers.
14. Organizations must transport their recyclable materials (cardboard, glass, aluminum) to the designated recycling bins to a location closest to their booth.
15. Organizations will be issued a warning if an inspection reveals a trash problem and will be given the opportunity to correct the problem. The goal of the Festival is not to keep your deposit but to keep the Festival site clean and safe, thus reducing costs and liabilities for all.

Participation & Hold Harmless Agreement

The undersigned, as agent for the organization, individuals and/or agency represented agrees to abide by the rules and regulations in this agreement, and understands that should the organization, or members of the organization fail to observe and abide by the rules and regulations as set forth above, the organization will become ineligible to participate in future Festivals. I further agree to hold the FREMONT CHAMBER OF COMMERCE, THE CITY OF FREMONT, AND ITS AGENCIES, free and harmless from any and all liability for bodily injury, property damage or loss arising out of activities resulting from participation in the Fremont Chamber of Commerce annual Burger & Brew Fest, May 27th, 2017.

Name: _____ Signature: _____ Date: _____

Burger & Brew Fest - Street Performer Rules and Regulations

General Fremont Festival of the Arts Rules

Exhibitor Reservation and Payment: Booths will be sold on a first come, first serve basis. Full payment must accompany the completed application. Booth space will not be confirmed without full payment. There is a \$25 charge for returned checks.

Set Up and Tear Down: Burger & Brew Fest hours are 11:00 a.m. to 6:00 p.m. Booths must be set-up and staffed no later than 10:00 a.m. and may not be disassembled before 6:00 p.m.

Electricity: Electricity is not available on the Burger & Brew Fest site. Should you require electricity, you must provide a generator. Festival management must approve the use of generators. Generators must be "whisper quiet" and not exceed 1200 watts.

Clean Up: Booth area must be kept clean during the entire show and is the responsibility of the member. In addition, each member is responsible for leaving his/her booth space clean and free of debris at the end of the show. Should a member fail to leave his/her booth space clean and free of debris at the end of the show, the member may forfeit his/her right to participate in future shows or will be required to submit a cleaning deposit for future shows.

Alcoholic Beverages: Absolutely no alcoholic beverages will be allowed or consumed in any booth. Absolutely no outside alcoholic beverages may be brought onto Burger & Brew Fest grounds. Violation of this rule will result in the immediate closure of the booth with no refund.

Smoking: Absolutely no smoking will be allowed in any booth. This includes electronic cigarettes. Violation of this rule will result in the immediate closure of the booth with no refund.

Pets: Pets and animals are not allowed in the Burger & Brew Fest area.

Damage: Organizations are responsible for any damage that may result from their participation (cooking, deliveries, improper set-up, extending outside the booth perimeters, etc.). The Fremont Chamber of Commerce is not responsible for any theft or damage.

Rule Violations: Any flagrant violations of the Burger & Brew Fest guidelines and rules set forth by the Festival Committee will constitute an immediate removal from the Burger & Brew Fest with no refund. Failure to comply with Burger & Brew Fest rules will forfeit eligibility in future years.

Cancellation: Cancellations received prior to 5:00 p.m. on **Friday, April 28, 2017** will receive a full refund of participation fees. Cancellations received after that date will not be subject to refund unless booth space is resold.

Additional Street Performer Burger & Brew Fest Rules

1. Burger & Brew Fest Management has sole discretion in the approval of all products and services to be sold at the event.
2. You are limited to **two** items for sale; each item **must** be handcrafted and related to your talent. Each item must be listed and described in detail. **Absolutely no commercial or mass produced products are permitted.**
3. Street Performers will check in no later than 10:00 a.m. on Saturday, May 27, 2017. If entertainer has not checked in by 10:00 a.m., the Burger & Brew Fest reserves the right to reassign space. Should Street Performer not be able to perform, no refund will be made.
4. The Burger & Brew Fest reserves the right to relocate Street Performer at any time if necessary.
5. Street Performer will wear or display an official Street Entertainer badge that designates the entertainer as an authorized participant of the Burger & Brew Fest. (*No exceptions will be made*).
6. Street Performer will be responsible for all licenses and permits to comply with all laws and regulations whether local, state or federal that pertains to operation of such entertainment on the Burger & Brew Fest site.
7. Street Performer will be responsible for personal equipment and set-up.
8. Street Performer is not allowed to use the Burger & Brew Fest logo.
9. The Burger & Brew Fest reserves the right to use the Street Performer's name and photograph in connection with promotion of the Festival.
10. Street Performer will carry adequate insurance against all public liability claims and costs, including reasonable attorney's fees incurred as a result of any personal injury or property damage. Please attach a copy of your policy or certificate of insurance.
11. Street Performer agrees to hold the Fremont Chamber of Commerce, its employees and associates harmless from any claim or action related to the Burger & Brew Fest and must sign the waiver provided below.
12. Absolutely no consumable food or beverage may be served or sold in the Street Performer space.
13. All performers must be assigned a booth space and stay in that 10x10 area. No "on the street" or mobile performances are allowed.

Participation & Hold Harmless Agreement

The undersigned, as agent for the organization, individuals and/or agency represented agrees to abide by the rules and regulations in this agreement, and understands that should the organization, or members of the organization fail to observe and abide by the rules and regulations as set forth above, the organization will become ineligible to participate in future Festivals. I further agree to hold the FREMONT CHAMBER OF COMMERCE, THE CITY OF FREMONT, AND ITS AGENCIES, free and harmless from any and all liability for bodily injury, property damage or loss arising out of activities resulting from participation in the Fremont Chamber of Commerce annual Burger & Brew Fest, May 27th, 2017.

Name: _____ Signature: _____ Date: _____