

FREMONT FESTIVAL OF THE ARTS

2018 Event Application

The Fremont Chamber of Commerce invites you to participate in our premiere Summer street festival, the Fremont Festival of the Arts

The **Fremont Festival of the Arts** will be on August 4th and 5th, 2018 from 10:00 AM to 6:00 PM on both days. The Fremont Festival of the Arts is the largest free street festival west of the Mississippi and is attended by over 400,000 visitors each year. This event features over 500 artisan booths, live musical entertainment, rides and games for kids, and gourmet specialty food items.

To apply for this event, please fill out the appropriate pages of this application and return it to the Fremont Chamber of Commerce no later than 12:00 PM on August 1st, 2018.

Space is limited. Don't miss this great opportunity to participate in one of the Bay Area's most prestigious events. Apply TODAY!

Name: _____
Company: _____
Street: _____
City: _____
State: _____ Zip: _____
Phone: _____
Fax: _____
On Site Personnel Cell: _____
Email: _____
Website: _____

Send Completed Application and Payment to:

FREMONT CHAMBER OF COMMERCE
C/O FREMONT FESTIVAL OF THE ARTS
39488 STEVENSON PLACE, STE. 100
FREMONT, CA 94539

Phone: (510) 795-2244

Fax: (510) 795-2240

Email: applications@fremontfestival.net

Please check what type of exhibitor you are:

- Business Marketplace:** Chamber members exhibiting products and services *(complete pgs 1, 2, 5)*
- Gourmet Marketplace:** Packaged gourmet food specialty products *(complete pgs 1, 2, 6)*
- Food Vendor:** Food prepared to enjoy at the event *(complete pgs 1, 3, 4, 7, 8)*
- Street Performer:** Perform such services as face painting, henna tattoos, balloon animals, etc. *(complete pgs 1, 3, 9)*

Description of your product: _____

APPLICATION CHECKLIST:

(your application is not complete w/o the following)

- Cover Page** *(pg 1)*
- Payment Information** *(pg 2 or 3)*
- Participation Rules signed / dated** *(pg 5, 6, 7, or 9)*
- Certificate of Insurance; \$1,000,000 Liability;**
FCOC listed as Additional Insured
(attach to application)
- Resale License** *(attach copy or provide number here: _____)*
- Food Vendor Menu Proposal - If Applicable** *(pg 4)*
- Proof of Health Permit Application submission - If Applicable** *(attach to application)*

FREMONT FESTIVAL OF THE ARTS

Payment Information

Business Marketplace

Please note that all Business Marketplace exhibitors must be members of the Fremont Chamber of Commerce. For more information about membership, please contact us at 510-795-2244.

FEES BREAKDOWN

- ~~Single Front Corner (10'x10')~~ \$ 800 \$ SOLD OUT
(only 4 Front Corners available)
- ~~Double Front Corner (10'x20')~~ \$ 1500 \$ SOLD OUT
- ~~Front Corner Bonus Space~~ \$ 200 \$ SOLD OUT
(Add'l 10'x10' open space next to booth, only 1 available)
- Single space (10'x10') \$ 575 \$ _____
- Double space (10'x20') \$ 1150 \$ _____
- Shared Single space (10'x10') \$ 625 \$ _____
(2 members sharing single booth)
- Shared Double space (10'x20') \$ 1150 \$ _____
(2 members sharing double booth)
- Single Booth Discount \$ 525 \$ _____
(received by 6/15/2018)
- Double Booth Discount \$ 1050 \$ _____
(received by 6/15/2018)
- TOTAL \$** _____

FORM OF PAYMENT

- Check enclosed
(Make check payable to Fremont Chamber of Commerce)

OR

- Please charge my:
 AmEx Discover MasterCard Visa

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

Gourmet Marketplace

Please note that Gourmet Marketplace exhibitors do NOT have to be members of the Fremont Chamber of Commerce in order to participate, however, members do enjoy a 10% Discount. For more information about membership, please contact us at 510-795-2244.

FEES BREAKDOWN

- Single space (10'x10') \$ 450 \$ _____
- Double space (10'x20') \$ 900 \$ _____
- Triple space (10'x30') \$ 1275 \$ _____
- Corner space \$ 125 \$ _____
(in addition to space fee)
- City of Fremont Business License
Provide # _____
- OR**
- Pay City of Fremont vendor fee \$ 5.00

DISCOUNTS

- 10% Booth Discount for Chamber Members ONLY - \$ _____

TOTAL \$ _____

FORM OF PAYMENT

- Check enclosed
(Make check payable to Fremont Chamber of Commerce)

OR

- Please charge my:
 AmEx Discover MasterCard Visa

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

FREMONT FESTIVAL OF THE ARTS

Payment Information

Food Vendor

Please note that Food Vendors do NOT have to be members of the Fremont Chamber of Commerce in order to participate, however, members do enjoy a reduced entry fee. For more information about membership, please contact us at 510-795-2244.

FEES BREAKDOWN

- Chamber Members \$ 650 \$ _____
 Non-Chamber Members \$ 850 \$ _____

- City of Fremont Business License
Provide # _____

OR

- Pay City of Fremont vendor fee \$ _____ 5.00
 Refundable Cleaning Deposit \$ _____ 250.00

TOTAL \$ _____

Additional 10% of gross sales must be paid to the Fremont Community Foundation, which helps support local non-profit organizations. This will be collected Sunday, August 5th, after the close of the Fremont Festival of the Arts, and must be paid in CASH.

FORM OF PAYMENT

- Check enclosed
(Make check payable to Fremont Chamber of Commerce)

OR

- Please charge my:
 AmEx Discover MasterCard Visa

Name on card: _____

Card #: _____ CVV _____

Expiration date: _____

Signature: _____

Street Performers

Please note that Street Performers do NOT have to be members of the Fremont Chamber of Commerce in order to participate, however, members do enjoy a 10% Discount. For more information about membership, please contact us at 510-795-2244.

FEES BREAKDOWN

- Single space (10'x10') \$ 400 \$ _____

- City of Fremont Business License
Provide # _____

OR

- Pay City of Fremont vendor fee \$ _____ 5.00

DISCOUNTS

- 10% Booth Discount for _____ - \$ _____
Chamber Members ONLY

TOTAL \$ _____

FORM OF PAYMENT

- Check enclosed
(Make check payable to Fremont Chamber of Commerce)

OR

- Please charge my:
 AmEx Discover MasterCard Visa

Name on card: _____

Card #: _____ CVV _____

Expiration date: _____

Signature: _____

FREMONT FESTIVAL OF THE ARTS

Food Vendor Proposal

PROPOSED MENU:

(please be very detailed)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

EQUIPMENT:

- | | |
|----------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> BBQ – Charcoal | <input type="checkbox"/> Oven |
| <input type="checkbox"/> BBQ – Other | <input type="checkbox"/> Fire Extinguisher |
| <input type="checkbox"/> Gas / Propane Tank (circle one) | <input type="checkbox"/> Equipment Truck – size: |
| <input type="checkbox"/> Refrigerator Truck – size: | <input type="checkbox"/> Condiment Table – size: |
| <input type="checkbox"/> Deep Fat Fryer | <input type="checkbox"/> Other (<i>please list</i>): |
| <input type="checkbox"/> Outdoor stove | |

ADDITIONAL SPACING REQUIREMENTS:

Use of space outside of the allotted 10' x 10' booth requires approval by the Festival Management Committee. 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 or attach an additional sheet.

FREMONT FESTIVAL OF THE ARTS

Business Marketplace Rules and Regulations

General Festival of the Arts Rules

Booth Fees & 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: Festival of the Arts hours are 10:00 a.m. to 6:00 p.m. Saturday, August 4th and Sunday, August 5th. Booths must be set-up and staffed no later than 9:30 a.m. and may not be disassembled before 6:00 p.m.

Electricity: Electricity is not available on the Festival 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 or brought onto Festival of the Arts 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 on the Festival of the Arts grounds.

Damage: You are responsible for any damage that may result from your 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 Festival of the Arts guidelines and rules set forth by the Festival Committee will constitute an immediate removal from the Festival of the Arts with no refund. Failure to comply with Festival of the Arts rules will forfeit eligibility in future years.

Cancellation: Cancellations received prior to 5:00 p.m. on **Friday, June 15th, 2018** 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 Festival of the Arts Rules

- 1. First time Business Marketplace Members:** Must attend a pre-Festival meeting on either Thursday, June 28th or Wednesday, July 18th, 2018. We strongly encourage previous Business Marketplace members to attend as well.
- 2. Booth Structure:** Will be provided for members' use. The booth structure for each single/shared 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'. **MEMBERS MUST USE STRUCTURE PROVIDED.**
- 3. Booth Placement:** Members will be allowed to choose specific booth placement provided they register on or before June 15, 2018. Selection order will be based upon the date that application and payment are received by the Chamber office. Please note the Chamber does not restrict or dictate the relative placement of related or similar businesses. Registrations received after June 15, 2018 will be assigned a booth location based on the order the registration and payment are received. Whether chosen or assigned, members may not trade locations or sublet space without prior permission of the Chamber office.
- 4. Shared Booth Space:** 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.
- 5. Lines:** Members are responsible for managing lines of visitors originating from their booths and must direct the line so as not to interfere with other members. In addition, please be considerate of other exhibitors in terms of display devices and sound volume.
- 6. No Roaming:** While handing out information about your company is encouraged, members must remain within their allocated booth space.
- 7. Vehicles:** 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 Business Marketplace and your fee will be forfeited.
- 8. Sales: Absolutely no retail sales** may be conducted in the Business Marketplace booths, this includes accepting deposits and / or tips. Additionally Business Marketplace members may not solicit or collect donations for non-profit organizations. Business Marketplace is for information exhibits only.
- 9. Chamber Members:** Participants in Business Marketplace at the Festival of the Arts 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.
- 10. Commerce:** Commerce in the booth must be the member's primary business defined as business of record at the Chamber office.
- 11. Consumables:** Food or beverages may not be served or sold by members, as this is in direct competition with our food vendors. If you intend to distribute any type of consumable, 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.
- 12. City Vendor Fee:** 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.
- 13. Signage:** Each individual booth is responsible for their own signage. No signs, banners or flags are to be attached above the booth. Members 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 Festival of the Arts.
- 14. Insurance:** Members 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. Members are required to provide a Certificate of Insurance naming the Fremont Chamber of Commerce as an additional insured. Insurance Policy Limit must be a minimum of \$1,000,000.

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 Fremont Festival of the Arts, August 4th and 5th, 2018.

Name: _____ Signature: _____ Date: _____

FREMONT FESTIVAL OF THE ARTS

Gourmet Marketplace Rules and Regulations

General Festival of the Arts Rules

Booth Fees & 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: Festival of the Arts hours are 10:00 a.m. to 6:00 p.m. Saturday, August 4th and Sunday, August 5th. Booths must be set-up and staffed no later than 9:30 a.m. and may not be disassembled before 6:00 p.m.

Electricity: Electricity is not available on the Festival 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 vendor. In addition, each vendor is responsible for leaving his/her booth space clean and free of debris at the end of the show. Should a vendor fail to leave his/her booth space clean and free of debris at the end of the show, the vendor 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 or brought onto Festival of the Arts 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 on the Festival of the Arts grounds.

Damage: You are responsible for any damage that may result from your participation (food spillage, 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 Festival of the Arts guidelines and rules set forth by the Festival Committee will constitute an immediate removal from the Festival of the Arts with no refund. Failure to comply with Festival of the Arts rules will forfeit eligibility in future years.

Cancellation: Cancellations received prior to 5:00 p.m. on **Friday, June 15th, 2018** 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 Festival of the Arts Rules

1. **Packaging and Items for Sale:** Because our food concessions are operated by charitable non-profit organizations for the purpose of fund raising, we cannot allow the sale of individual portions for consumption at the festival. The vendor 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. **Photos:** During the festival, 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. **Booth Placement:** Space location is assigned by the Fremont Chamber of Commerce, unless you reserve a corner space. No vendors selling the same type of products will be placed next to each other. Please notify Cindy (cbonior@fremontbusiness.com) if you have a special request. Accepted vendors will receive space assignments via email along with instructions. Only applicants who have requested and paid for corners will be placed on corners.
4. **Ice:** The Festival does not supply ice; however, ice is available for purchase on site.
5. **Health Department:** 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 July 20, 2018. Vendors who do not submit proof of an issued health permit by this date will not be allowed to participate in the Festival of the Arts and will forfeit all fees. An application can be filled out at: https://www.acgov.org/aceh/food/TFF_Application_Booth.pdf.**
6. **State Board of Equalization:** All vendors are required to submit a valid California Resale Number with application. Exempt vendors must submit State Board of Equalization form BOE-410-D with completed application. Documentation for exempt vendors must be submitted with your completed application. Form BOE-410-D can be found here: <http://www.boe.ca.gov/pdf/boe410d.pdf>
7. **City Vendor Fee:** 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. **Insurance:** 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. Vendors are required to provide a Certificate of Insurance naming the Fremont Chamber of Commerce as an additional insured. Insurance Policy Limit must be a minimum of \$1,000,000.
9. **Chamber Members:** Vendors must be a member in good standing at the time of the application in order to receive the membership rate.

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 Fremont Festival of the Arts, August 4th and 5th, 2018.

Name: _____ Signature: _____ Date: _____

FREMONT FESTIVAL OF THE ARTS

Food Vendor Rules and Regulations

General Festival of the Arts Rules

Booth Fees & Payment: Vendor agrees to pay booth fee plus 10% of gross sales. 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: Festival of the Arts hours are 10:00 a.m. to 6:00 p.m. Saturday, August 4th and Sunday, August 5th. Booths must be set-up and staffed no later than 9:30 a.m. and may not be disassembled before 6:00 p.m.

Electricity: Electricity is not available on the Festival 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 vendor. In addition, each vendor is responsible for leaving his/her booth space clean and free of debris at the end of the show. Should a vendor fail to leave his/her booth space clean and free of debris at the end of the show, the vendor 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 or brought onto Festival of the Arts 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 on the Festival of the Arts grounds.

Damage: You are responsible for any damage that may result from your participation (food splatter or spillage, 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 Festival of the Arts guidelines and rules set forth by the Festival Committee will constitute an immediate removal from the Festival of the Arts with no refund. Failure to comply with Festival of the Arts rules will forfeit eligibility in future years.

Cancellation: Cancellations received prior to 5:00 p.m. on **Friday, June 15th, 2018** 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 Festival of the Arts Rules

1. **Food Menu Approval:** Each vendor must have food items approved by the Festival Committee. No changes may be made without prior approval. The Festival will accommodate only two vendors selling the same type of food items. Vendors may be asked to change from a specific food item if it is found that more than two vendors are selling that item. The vendors selling that food item for the longest period of time will be allowed to continue selling that item.
2. **Sponsorship:** In the event that an exclusive corporate sponsorship agreement is secured with a food or beverage company, all food booth vendors 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 before **9:00 p.m. on Friday, August 4.** **The Festival Committee must approve parking placement of trucks.**
4. **Ice:** The Chamber does not supply ice; however, ice is available on site and is the responsibility of the organization to purchase as needed.
5. **Permits: Vendors 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 21, 2018. 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**
6. **State Board of Equalization:** All vendors are required to submit a valid California Resale Number with application. Exempt vendors must submit State Board of Equalization form BOE-410-D with completed application. Documentation for exempt vendors must be submitted with your completed application. Form BOE-410-D can be found here: <http://www.boe.ca.gov/pdf/boe410d.pdf>
7. **Deposit:** In addition to the Food Booth Rental Fee, a refundable deposit of \$250 must accompany the completed application. The deposit will be refunded following the Festival provided nightly inspections indicate that the food booth was clean and screening undamaged and upon receipt of the Mandatory Food Booth Survey.
8. **Fremont Dollars for Scholars:** Food booths must pay 10% of their gross sales from the Festival to Fremont Dollars for Scholars. This payment **must be paid in cash on Sunday, August 6th**, after the close of the Festival.
9. **Insurance:** 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. Vendors are required to provide a Certificate of Insurance naming the Fremont Chamber of Commerce as an additional insured. Insurance Policy Limit must be a minimum of \$1,000,000.
10. **Sales:** Food and beverages may be served from the front of the booth only.
11. **Samples:** Although product sampling is encouraged, the distributing of samples must be done within the confines of your booth. Individuals may not stand outside the booth and distribute samples.
12. **Grey Water:** All water and ice are to be disposed of in nearby grey water containers.
13. **Recyclables:** Vendors must transport their recyclable materials (cardboard, glass, aluminum) to the designated recycling bins to a location closest to their booth.
14. **Trash:** Vendors 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.
15. **Signage:** All vendors must abide by the attached signage rules (page 8).
16. **Chamber Members:** Vendors must be a member in good standing at the time of the application in order to receive the membership rate.

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 Fremont Festival of the Arts, August 4th and 5th, 2018.

Name: _____ Signature: _____ Date: _____

FREMONT FESTIVAL OF THE ARTS

Food Vendor Signage Rules

In order to allow you to better market your organization, you are now allowed to provide signage for your own booth. You must however, adhere to the following signage rules.

1. You may create and use signs for your booth to help promote your organization or the food items that your organization is selling.
2. Flag type signs, (vertical signs no larger than 34" x 60"), may be hung above the roof line of the booth. However, your organization is responsible for hanging the signs so they withstand wind; and, your organization is responsible for adequately weighting your booth to counterbalance the sign weight and pull from the wind. Festival Staff has final say as to whether the sign is installed and booth adequately weighted to ensure the safety of our guests.
3. **ABSOLUTELY NO HORIZONTAL BANNERS**, stretching across the booth, may be mounted above the roofline of your booth.
4. Third party signage of any kind is not allowed.
5. Signage may be installed in the back of your booth or below the counter line of the booth.
6. A-frame signs are allowed but it may not be placed in the aisle ways or in any area that may be deemed a trip hazard by festival staff. Additionally, the A-frame may not be placed more than two feet from your booth.
7. You may not hang signage other than 8 ½" x 11" price sign off the front mesh covering of your booth. Any damage caused by hanging the signs on the booth mesh will be the responsibility of the organization and damage fees will be deducted from your deposit.
8. Do not cover any signage required by the various health and regulatory agencies policing our festival.
9. The Festival Staff will remove signs deemed to be unsafe or in violation of these rules. In addition, violation of these rules may result in the forfeiture of your booth in future festivals.

FREMONT FESTIVAL OF THE ARTS

Street Performer Rules and Regulations

General Festival of the Arts Rules

Booth Fees & 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: Festival of the Arts hours are 10:00 a.m. to 6:00 p.m. Saturday, August 4th and Sunday, August 5th. Booths must be set-up and staffed no later than 9:30 a.m. and may not be disassembled before 6:00 p.m.

Electricity: Electricity is not available on the Festival 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 vendor. In addition, each vendor 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 vendor 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 or brought onto Festival of the Arts 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 on the Festival of the Arts grounds.

Damage: You are responsible for any damage that may result from your 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 Festival of the Arts guidelines and rules set forth by the Festival Committee will constitute an immediate removal from the Festival of the Arts with no refund. Failure to comply with Festival of the Arts rules will forfeit eligibility in future years.

Cancellation: Cancellations received prior to 5:00 p.m. on **Friday, June 15th, 2018** 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 Festival of the Arts Rules

1. **Approval:** Festival Management has sole discretion in the approval of all products and services to be sold at the event.
2. **Product Sales:** 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 (on page 1 under "Description of your product"). **Absolutely no commercial or mass produced products are permitted.**
3. **Food & Beverage Sales:** Absolutely no consumable food or beverage may be served or sold in the Street Performer space.
4. **Check In:** Street Performers will check in no later than 9:30 a.m. on Saturday, August 4, 2018. If entertainer has not checked in by 9:30 a.m., the Festival reserves the right to reassign space. Should Street Performer not be able to perform, no refund will be made.
5. **Placement:** All performers will be assigned a booth space and stay in that 10x10 area. No "on the street" or mobile performances are allowed. The Festival reserves the right to relocate Street Performer at any time if necessary.
6. **Credentials:** Street Performer will wear or display an official Street Entertainer badge that designates the entertainer as an authorized participant of the Fremont Festival of the Arts. *(No exceptions will be made).*
7. **Permits:** 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 Festival site.
8. **Equipment:** Street Performer will be responsible for personal equipment and set-up.
9. **Photography:** Festival reserves the right to use the Street Performer's name and photograph in connection with promotion of the Festival.
10. **Insurance:** 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. Vendors are required to provide a Certificate of Insurance naming the Fremont Chamber of Commerce as an additional insured. Insurance Policy Limit must be a minimum of \$1,000,000.
11. **State Board of Equalization:** All vendors are required to submit a valid California Resale Number with application. Exempt vendors must submit State Board of Equalization form BOE-410-D with completed application. Documentation for exempt vendors must be submitted with your completed application. Form BOE-410-D can be found here: <http://www.boe.ca.gov/pdf/boe410d.pdf>.

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 Fremont Festival of the Arts, August 4th and 5th, 2018.

Name: _____ Signature: _____ Date: _____