



RANCHO CORDOVA FOURTH OF JULY FESTIVAL JULY 3 - 4, 2017

Hagan Park
2197 Chase Drive in Rancho Cordova, California 95670

Vendor Information, Policies, & Conditions

This document has been assembled to provide you with as much information as possible to assist you in filing your application with us and to make the festival a profitable and enjoyable experience. Please keep in mind that the policies and regulations in this document have been established throughout the 32 years of staging this event, with suggestions from many of the vendors who have been involved over the years and under the direction of the Rancho Cordova Fourth of July Committee. By signing your application for a space at this event, you acknowledge that you have read and agree to abide by the policies and conditions set forth in this document.

EVENT DATES AND ACTIVITIES

- Sunday, July 2** **Vendor move-in** – 12:00 pm - 6:00 pm
- Monday, July 3** **Vendor move-in** – 8:00 am - 3:00 pm (food and/or beverage vendors set up by 1:00 pm)
EVENT – 4:00 pm - 11:00 pm (Vendors, kid's zone, entertainment & activities, beer gardens, carnival - concert followed by a fireworks show)
- Tuesday, July 4** **All American City 5K Run/Walk** - 9:00 am - 10:00 am
Hometown Parade – 10:00 am - 12:00 pm
EVENT – 12:00 pm - 11:00 pm (Vendors, kid's zone, entertainment & activities, beer gardens, carnival and concert followed by Fireworks extravaganza)

IMPORTANT VENDOR SCHEDULE

Sunday, July 2

12:00 pm to 6:00 pm Vendor move-in/set-up

Monday, July 3

8:00 am to 3:00 pm	Final move-in (food and/or beverage vendors moved in by 1:00 pm)
1:00 pm to 3:00 pm	Health and Fire inspections (estimate)
4:00 pm to 11:00 pm	EVENT
8:00 pm to 9:45 pm	Concert
9:45 pm to 10:00 pm	Fireworks

Tuesday, July 4

9:00 am to 10:00 am	All American City 5K Run/Walk *
10:00 am to 12:00 pm	Hometown Parade *
12:00 pm to 11:00 pm	EVENT
8:00 pm to 9:45 pm	Concert
9:45 pm to 10:15 pm	Fireworks Spectacular
11:30 pm	Vendor move-out (vehicles not allowed in or out of festival grounds until after crowd has dispersed)

***Special note to vendors: Please be aware that Coloma Road (main entrance to Hagan Park) will be closed to all vehicle traffic on Monday, July 4, beginning at 8:00 am, to accommodate the All American City 5K Run/Walk and Hometown Parade. Coloma Road will re-open to traffic at 12:00 noon. Please plan to arrive at the park **PRIOR** to 8:00 am or you will have to wait until after the parade – no exceptions.**

Wednesday, July 5

8:00 am – 11:00 am Completion of Vendor move-out (all booths)

The Rancho Cordova 4th of July Festival is open to food/beverage, craft and information vendors. We do have a limit on multiple vendors with the same kind of food, drinks and items for sale. Selection will be based on a first-come, first-served basis. Also, we will make every attempt to not place “like” vendors next to each other.

GENERAL CONTRACT & VENDOR POLICIES

1. The Rancho Cordova 4th of July Committee does not guarantee vendor sales.
2. Attendance is projected and the Rancho Cordova 4th of July Committee does not present projected attendance as actual – it is an estimate only, based on last year’s attendance, planned promotions and other various factors.
3. Space request is upon space availability only - first-come, first-served. The Rancho Cordova 4th of July Committee reserves the right to limit vendors who sell the same/similar products and move vendors’ space(s) due to varying conditions each year and reserves the right to refuse acceptance of any vendor. Space requests will be considered but are NOT guaranteed.
4. Booth rental is for dates specified. We do not grant single day rentals.
5. All pertinent fire codes, laws, ordinances, and regulations pertinent to health, fire prevention, and public safety shall be strictly obeyed and will be the responsibility of the vendor.
6. The Rancho Cordova 4th of July Committee will prohibit the installation and operation of any exhibits not meeting the Rancho Cordova 4th of July Committee approval and in its sole discretion may prohibit the conduct of any activity whatsoever which it deems detrimental and not in the best interest of the Festival. Vendor agrees to stipulation that all booth workers be tastefully dressed.
7. Vendors are required to have any and all business licenses/permits that are needed for operation at the festival. Vendors are responsible for submitting their own resale taxes.
8. Exhibitor Space Rental Period: From no earlier than vendor set-up time as documented in Confirmation Letter of acceptance to no later than required move out time, 11:00 am on July 5, 2017.
9. Vendors can sell only from their rented booth space. Special permission **MUST BE RECEIVED** for any selling of food or merchandise outside your designated booth. Sales are only allowed during festival hours of operation.
10. Vendors are required to dispose of ALL booth garbage properly throughout the event. Vendors are responsible for cleaning up their areas at the conclusion of the Festival.
11. Vendor agrees not to take down booth, and/or drive vehicle into festival area before the end of the festival. Vendors may start tearing down their booths no earlier than the time specified which is at the end of the Festival (11:00 p.m. on July 4). Vehicles will not be allowed onto the event area until all patrons have cleared the area (approximately 11:30pm). Vendors closing early may not be invited back to future Rancho Cordova events. Vendor also agrees to park their vehicle in designated "Exhibitor/Vendor Parking Areas" only. **VEHICLES NOT PARKED IN DESIGNATED AREAS ARE SUBJECT TO TOWING AND REMOVAL FROM PREMISES AT OWNER’S EXPENSE.**
12. Vendors may not leave, place, or distribute fliers or leaflets at unattended locations.
13. No off-site (outside of rented space area) banners, A-frames, signs or signage allowed anywhere on festival grounds or festival entrances without prior approval.
14. The vendor shall comply with and instruct his/her staff, employees and agents to comply with the vendor policies and the requirements of the vendor space rental agreement. Failure to comply or instruct staff, employees, and/or agents to comply with the General Contract and Vendor Policies shall be grounds to terminate the exhibit/vendor from the event.
15. Noise amplification equipment is not allowed unless approved by the Rancho Cordova 4th of July Committee in advance.
16. Electricity: Every vendor **MUST** complete the electrical requirement application form if you need power. Although lighting is provided throughout the Festival for those attending, each vendor must provide their own lighting for their booth or exhibit space. **Provision of power cord extensions to your booth are your responsibility.** Electrical requirements and/or outlets, cords, devices will incur additional cost that are to be charged upfront along with the application. You must use festival provided electricity, **NO PERSONAL GENERATORS WILL BE ALLOWED.**
17. Cancellations: If there is a need to cancel your festival appearance, vendors need to call the Rancho Cordova July 4th vendor team at (916) 390.8013. Due to the nature of this event, no refunds or credits will be issued. If it is an emergency situation, the Rancho Cordova 4th of July Committee will make final approval of any refunds, less processing fees.
18. The Rancho Cordova 4th of July Festival will be held regardless of the weather: rain, shine or extreme heat.

19. All applicants will automatically be placed on mailing list for the following year.
20. All food vendors are subject to fire as well as health and safety codes. Please review special Food Vendor information in this material. Health and Fire inspections will be conducted at approximately 1:00 pm to 3:00 pm on July 3rd. Food and beverage vendors must pass both inspections. No refunds will be given for food and/or beverage vendors who fail to pass inspection and cannot sell their food or product.
21. Exhibitors must have displays ready at the opening of each day of the festival.
22. This festival is held in the community park. In order to maintain the beauty of the surroundings, it is imperative that vehicles are to be driven, unloaded and parked in designated areas only. Any vendor that fails to do so may forfeit their participation in the festival this year and in the future.
23. All acceptances to exhibit are valid only through written confirmation by Festival management.
24. We do not accept partial payments or “holds” for booth spaces. If a partial payment is sent in, your application will not be considered or processed until final payment is received. All payments for booth space and applicable fees, must be received by June 1, 2017.
25. There will be a **\$35.00 service fee** if your check does not clear the bank and is returned to the festival financial institution.
26. Food vendors, you must provide your own butane, propane or other heat/cooking source. The Sacramento Metropolitan Fire District Inspector must approve the use of all heat/cooking sources. Their inspection is typically conducted between 1:00 pm and 3:00 pm on July 3, however they may show up any time throughout the festival for inspection - vendor beware.
27. Potable water will be available for food vendors. Please indicate on the enclosed application your water needs. A grey water container and garbage cans will be provided, however, **disposal of all grey water and garbage is the responsibility of the vendor.**
28. Vendors must list all products being sold. This list must not deviate from actual on-site sales.
29. Pets of any kind are not allowed at this event. Please leave all animals at home.

CHECK-IN AT THE FESTIVAL

Hagan Park is located at 2197 Chase Drive in Rancho Cordova, California 95670. Vendor move-in and set-up will occur on Sunday, July 2, from 12:00 pm until 6:00 pm or Monday, July 3 from 8:00am - 3:00pm (food and/or beverage vendors must be moved in by 1:00pm). When you arrive at the park, you must show your vendor pass to be directed to vendor parking. After you park your vehicle, proceed to festival headquarters for check-in and booth location assignment.

SPACE ASSIGNMENTS & LOCATION

Space assignments and locations are given to you upon arrival at festival headquarters. Festival Management cannot guarantee placement or location of booth based on previous years. We do not provide that information until the day of setup – THERE ARE NO EXCEPTIONS.

PARKING & ADMISSION PASSES

Parking and admission passes will be sent to you in the mail. For each space rented, you will receive two vendor parking passes and four (4) vendor wrist bands (for entrance into the festival) which will give you admittance to the festival and will allow you to park in the vendor parking area. Should you require additional passes or wristbands for your booth staff, you must purchase them prior to the festival start date. Parking fees will be charged for any vehicles not displaying the Vendor Parking pass – NO EXCEPTIONS. Admission fees will be charged for anyone not wearing a vendor admission wristband at time of entrance – NO EXCEPTIONS. **Please note, you may drive your vehicle into the park to drop off material on set-up day (July 2) ONLY. On show days you must park in the designated vendor parking and transport your supplies in from there. All vehicles parked inside the park (NOT in vendor parking) are subject to being towed at owner's expense. Be aware that it is a significant walk from Vendor Parking to Food Court and Main Street (vendor area). Show Management DOES NOT PROVIDE transportation for re-stocking of booth. Please bring your own cart or stock booth initially with enough product.**

VEHICLES & OVERNIGHT STAY

Vendors will be allowed to bring their vehicles close to each booth for the purpose of unloading only on set-up day. Food vendors and others that require the use of a trailer or vehicle for their display must indicate the size of the vehicle on the application and take this into consideration when renting booth space. All other vehicles we be allowed to unload/load but must be moved to the vendor parking area. It is imperative that vehicles are driven in designated areas ONLY. Vendors

may not sleep in their vehicles, RV's or concessions in the park overnight unless permission is granted from the Rancho Cordova 4th of July Committee.

SECURITY

Although security is provided and there will be a law enforcement presence throughout the festival, **it is the responsibility of each vendor to secure all product, equipment and vehicles throughout the show and at the end of each night. The Rancho Cordova July 4th Committee, Cordova Park and Recreation District and festival management are NOT responsible for lost, stolen or damaged product, merchandise, equipment or vehicles.**

ICE

As a courtesy, Rancho Cordova 4th of July Festival will make available for sale 20 lb bags of ice throughout the festival however, Rancho Cordova 4th of July Festival or its management shall not be held liable for loss of sales or product due to restrictions of available ice. Bags of ice will cost \$5 and must be paid for in cash at time of purchase.

IMPORTANT INFORMATION FOR FOOD VENDORS

1. **HEALTH PERMIT. PLEASE READ!** - All food and/or beverage vendors are required to have either a multi event health permit from the Sacramento County Health Department. For those that have their own 2017 Multi-event TFF Permit, or a current Mobile Food Facility permit, you will need to provide a copy with your application to exhibit at the Rancho Cordova 4th of July Festival. For those that do not have a 2017 MEV or MFF permit you may obtain one through the County of Sacramento Environmental Health Department at www.emd.saccounty.net or you must purchase a temporary food facility permit (TFF) from the Rancho Cordova 4th of July committee. Please note that failure to supply a copy of your health permit during your inspection on July 3rd may result in forfeiture of booth space and loss of sales.
2. Food vendors must indicate on the Rancho Cordova 4th of July festival application whether they are a "Pre-packaged/Low Risk" vendor or a "Food Preparation/High Risk" vendor as described in the County of Sacramento Environmental Management Department guidelines. An explanation of the low risk and high risk permits are as follows:
"Pre-Packaged/Low Risk" would be issued to a vendor that sells any properly labeled, prepackaged, processed food from an approved facility. Examples include candy, canned sodas, canned and bottled foods, and ice cream bars. This permit may also be issued to a vendor who engages in low-risk food preparation of foods such as; snow cones/shaved ice, smoothies, hot dogs, espresso beverages, and pre-cooked/sliced pizza.
"Food Preparation/High Risk" would be issued to a vendor who engages in cooking, packaging, processing, assembling, or portioning of any potentially hazardous food. High-risk food preparation includes foods such as: hamburgers, tacos, meat sandwiches, and barbecue.
3. Food vendors must pass a Department of Health inspection and Fire Marshall Inspection in order to prepare and/or sell food at the festival.
4. All Vendors are required to collect and report California sales tax and maintain appropriate sellers permits. This is the responsibility of each vendor, NOT the Rancho Cordova 4th of July Committee, or festival management.
5. Sacramento Metropolitan Fire District requires all food vendors have a fire extinguisher, model year 2017, on-site during hours of operation.
6. All garbage must be bagged, tied and taken to the nearest garbage can. No garbage will be left behind or on the side of your booth during the festival.
7. The Health Department requires "food grade" type hose if connecting to water.
8. Although security is provided, it is the responsibility of each vendor to secure all product and equipment at the end of each night. The Rancho Cordova July 4th Committee, Cordova Park and Recreation District and festival management are NOT responsible for lost, stolen or damaged product, merchandise, vehicles or equipment.

ADDITIONAL INFORMATION FOR CRAFTS/MERCHANDISE VENDORS

1. All crafts/merchandise vendor booths are subject to the Fire Marshall rules.
2. No illegal merchandise, pets, medicinal marijuana products, or any product that may be construed or used as a weapon can be displayed or sold at the event. Sale of cap guns and pop caps are also prohibited at this event.
3. Vendor is responsible for special permits.

LIABILITY

The City of Rancho Cordova, the Rancho Cordova 4th of July Committee, Cordova Park and Recreation District, Cordova Community Council and festival management (TEAM) assume no risk. By the acceptance of this agreement, the vendor expressly releases parties mentioned above of and from any and all liability for any damage, injury, or loss to any person or goods which may arise from the rental and occupation of said space by the vendor, and agrees to hold and save all parties mentioned herein harmless of any loss or damage.

It shall be the responsibility of the vendor to obtain at his/her expense, liability, fire and theft insurance to protect their business, employees, customers, merchandise, equipment and appliances.

Parties mentioned herein nor its members, volunteers and/or sponsors shall not be held liable for injury, death or other casualty occurring to the vendor, his employees, guests, family, visitors, agents, or other persons associated with the vendor.

Parties mentioned herein will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to reasons of the facility in which the show is to be produced, being before or during the show, destroyed by fire or other calamity, or by an act of God, public enemy, strikes, statutes, ordinances, or any legal authority, or any other cause beyond the parties mentioned herein control.

Vendor releases all parties mentioned herein from any and all claims, liability for loss, injury, death, theft, fire loss, smoke damage, water damage or other loss or destruction of damage to the vendors' property and agrees to indemnify and hold all parties listed herein, to include volunteers and/or sponsors harmless from such claims, including any and all costs and expenses including reasonable attorneys fees required in defense of the same.

General Liability Waiver:

I agree to release and hold harmless the Cordova Community Council Foundation, a California non-profit corporation doing business in California as the Cordova Community Council, the Cordova Recreation and Park District, the City of Rancho Cordova, and the Rancho Cordova Fourth of July Festival planning committee, management, and volunteers, and their agents, successors and assigns from any and all actions, causes of action, claims or demands for damages, personal injuries and death, and property damage or loss arising out of my participation in any capacity in any activities directly or indirectly associated with the Rancho Cordova Fourth of July Festival. This waiver is on behalf of myself, my heirs, my executors, administrators and assigns. I understand that this agreement specifically includes the use of any motorized vehicles or equipment either personal or borrowed either on or off the premises and that I am taking personal responsibility for any motorized vehicle or equipment that I operate. I fully understand that festival activities may include situations that pose a danger to me and my personal property. I hereby acknowledge and assume all risk of injuries or damage to my person or property. No promise or inducement, which is not herein expressed, has been made to me, and in executing this Release I do not rely upon any statement or representation made by any person or their agent. I further state that I carefully read the foregoing Release and know the contents thereof, and I have accepted the same as my own free act.

TERMS AND CONDITIONS

This general contract and vendor policies constitutes the entire contract between the parties, and replace any previous communications or agreements whether written or oral. No waivers, modifications or amendments shall be valid unless written upon, or attached hereto and shall be approved in writing by the Rancho Cordova 4th of July Committee. The laws of the State of California shall govern the construction, validity, and performance of this agreement.