



Vendor Policies & Procedures

Revised March 1, 2021

Hold Harmless Agreement

Vendor shall be solely responsible for any and all injuries to persons or damages to property or any other injury, claim, damage or loss of whatever nature, arising from or related to the festival. Vendor shall indemnify, save and hold harmless Mountain Mandarin Festival, Mandarin Orange Education Foundation, Newcastle Area Business Association, and its employees, agents and volunteers from and against all liability, loss, damages, claims, costs and expenses (including reasonable attorney's fees) arising out of injury to person (including death) or damage to property or any other injury, claim, damage, loss, cost or expense arising from the festival performed by vendor including, but not limited to, any negligence, act or omission of vendor.

Screening (New Vendors)

1. Applicants must submit five (5) photographs of their products and one (1) photo of their booth display. Email to: info@mandarinfestival.com. A committee will screen applicants from the photographs only).
2. Since the Mandarin Festival is a theme event, vendors are encouraged to incorporate mandarins as a design component in their work, but it is not a requirement.

I M P O R T A N T

Please do not incorporate the name Mountain Mandarin Festival or use the Mandarin Festival Logo in your work unless you have prior written authorization to do so. The name and logo are protected by trademark and copyright laws, and require a licensing agreement.

The Mountain Mandarin Festival requires that approved vendors agree not to use the term Mountain Mandarin Festival or The Logo, or anything confusingly similar to the term Mountain Mandarin Festival or the Festival Logo, on any product the vendor will sell, which has not been produced under an approved License Agreement signed by the Mountain Mandarin Festival Board of Directors:

1. Applicants will be notified if they not Accepted within 15 days of Applying. Those accepted will be required to complete additional documents on the application site. These include: Copy of sellers permit, Insurance, A signed copy of this Policy and Health Dept permits if necessary. Set up details will be available on the EventHub program after Nov. 1st.
2. Only products of the type submitted may be sold.
3. The committee reserves the right to select alternate exhibitors.

4. The committee reserves the right to reject any applicant if they feel the quality or nature of the display will not complement the Festival, or is significantly different from representative photos submitted.

Application Deadline

All applications must be received on or before 5:00pm, October 31, 2021. Late fee applied to applications received after these dates (\$50.00, 10/2/21 & 100.00, 11/1/21) Applications will be accepted until space is sold out.

Procedures for Accepted Applications

1. If accepted, booth space will be assigned taking Vendors needs into consideration. Please indicate any unusual needs you may have when completing the application. We will do our best to fulfill your request; however we cannot make any guarantees. Expect changes. In order to keep the area looking new and fresh, we may need to change vendors.
2. Vendors are to provide their own displays, tables, racks, shade, etc. Inside vendors must remove the top of any EZ Up tent. Pipe & Drape will be provided. We ask that displays be orderly and aesthetically pleasing. Displays must be set up and ready no later than 10:00am on Friday, 8:30 a.m. Saturday and Sunday.
3. There is minimal electricity for vendors: Fee of \$30 per plug. Additional power is available at a rate of \$125 The use of generators and batteries is prohibited. Large power users will be subject to Fair Power Charge of \$150
4. Merchandise must not be removed from the booth until the Festival is closed to the public. Artist agrees to remove all booth material and evidence of site use by noon, Monday, November 22, 2021
5. Vendor agrees to accept responsibility for all materials and goods furnished by him/her, and used or displayed in the booth area. While the Festival will make reasonable efforts to provide security, the exhibitor accepts full responsibility for his/her personal property. Without registering your name with the office ahead of time, security will not allow you to stay on the grounds after dark. **NO EXCEPTIONS TO THIS PROVISION.**
5. **Credit Card Payment is due with the application to be accepted.** Your card will not be charged until you are accepted. Once accepted into the festival a **NON-REFUNDABLE** \$100 deposit will be charged to your card with the balance due by July 1, 2021. Check will be accepted but must be received within 20 days of your application being accepted.
6. No refunds after September 1, 2021.
7. If a Vendor fails to open his/her display in the space assigned by 9:00am Friday, November 19, 2021, the committee reserves the right to assign that space to someone else.
8. Vendors must comply with all applicable Federal, State and local statutes and ordinances, and agree to assume full responsibility for the payment of all sales taxes occasioned by use of booth space.
9. Vendors must provide a valid California State Resale Permit Number with their application or no later than October 1, 2020. Out of state vendors may obtain their Sellers Permit by writing or emailing before: California State Board of Equalization www.boe.ca.gov

10. **Your presence is required** for 3 days. If you leave early, you will not be allowed to participate the following year.

General Contract & Vendor Policies:

1. The Mandarin Festival Committee does not guarantee vendor sales
2. Space request is upon availability only. First come, first served. The Festival committee reserves the right to move returning vendors' space due to venue changes.
3. Returning vendors may request similar location as last year but layouts will change due to COVID. After April 15, 2021, all spaces are open.
4. Booth rental is for dates specified. We do not grant single day rentals.
5. The Mountain Mandarin Festival prohibits the operation of any exhibits not meeting Mandarin Festival approval and its sole discretion may prohibit the conduct of any activity whatsoever which it deems detrimental and not in the best interest of the festival. Exhibitor agrees to stipulation that all booth workers be tastefully dressed. No "slogan" worded t-shirts should be worn.
6. Rental Period: From vendor set-up time as documented in your EventHub file to 9pm on November 21, 2021
7. There will be only one (1) vendor per booth space, (no sharing of booth space).
8. Vendors can sell only from their rented booth space. We do not allow walking on the grounds selling merchandise, handing out fliers or placing additional signage. Free Speech Zone Provided
9. Vendors are required to find a garbage can at the end of the event and dispose of booth garbage properly
10. Exhibitor agrees not to take down booth, and/or drive vehicle into festival area, which includes all entrance areas and driveways, before the end of the festival. Vendors may start tearing down their booths no earlier than the specified ending hour of the event (4 pm Sunday). Vehicles will not be allowed onto the event area until all guests have cleared the area. Vendors closing down early will not be invited back. Vendors also agree to park their vehicle in designated "Vendor Parking areas."
11. No off site banners, A Frames, signs or signage allowed anywhere on festival grounds or festival entrances.
12. **No, private Forklifts will be allowed.** The fairgrounds provide the only Forklift and times must be scheduled
13. Noise amplification equipment is not allowed unless approved by the Mandarin Festival Committee in advance.

14. **Cancellations: If there is a need to cancel your festival appearance, vendors need to call the festival line at 530-5-Orange or email info@mandarinfestival.com. Prior to September 1, 2021, your \$100 deposit becomes a processing fee and will be imposed to refunds.**
15. **After September 1, 2021, and your application has been processed, no refunds or credits will be issued. Vendor agrees not to challenge the charges with their Credit Card Company. If so, all legal fees will be charged to vendor at \$75 per hour of fraction to fight claim.**
16. All applicants in good standing will be automatically placed on mailing list for the following year.
17. Vendors must have display ready 30 minutes prior to opening.
18. Security: Overnight security will be provided Thursday, Friday and Saturday nights on festival grounds. NO Security is provided Sunday Night. Buildings will be close at 10pm
19. All vendors must comply with the State of California, Fire Marshal regulations. All fabric & decorations must be fire proofed. Vendor is responsible to provide proof of fire proofing materials.
20. **Pipe & Drape will be provided for all booths in Placer, Sierra, Mandarin & Armory buildings. Pop up tents are allowed without the tops.**
21. Vendors must leave an entrance way to their booth so as not to infringe on their neighbors
22. A Corner Booth is a booth that has two open sides to sell from.
23. Vendors will be required to wear a mask or face shield at all times during event. Due to COVID additional requirements could be made and changes to the event may have to take place.
24. COVID guidelines will be followed as things change.

Festival is held rain or shine.

I have read and understand the Commercial Vendor Policies & Procedures and I am submitting a completed application package.

Signature of Applicant

Date

Print Name of Applicant