

# FARM-TO-FORK Festival

2021 FARM TO FORK FESTIVAL

## VENDOR TERMS AND CONDITIONS

Visit Sacramento proudly presents the Farm-to-Fork Festival as an educational and entertainment event and reserves all rights as producers. Any reproduction, broadcast, or commercial use of any portion of the event, in whole or in part, in any form without explicit written consent of Visit Sacramento is strictly prohibited.

To align with the Farm-to-Fork values, all vendor products must be sourced within 150 miles of Sacramento and all vendors must be approved by the Visit Sacramento team. If you are not approved, vendor fees will be reimbursed within 10 business days of denial. Visit Sacramento reserves the right to refuse any participation at this event and does not guarantee your success at the event.

By signing, submitting and completing payment for your vendor space, you (hereby referred to as "Vendor") agree to comply with the following terms and conditions. Violations of these terms and conditions can be cause for removal from Event grounds without refund and can result in being expelled from future events. NO INCOMPLETE APPLICATIONS WILL BE ACCEPTED.

**Booth Space:** Vendor spaces are rented in 10 foot by 10 foot squares. Each space will include one 10 foot by 10 foot tent, one eight-foot table, and two chairs. You are permitted to use your own tent or booth structure provided it fits into the space for which you have paid, has been approved by the Visit Sacramento team, and otherwise meets City of Sacramento safety guidelines (spaces for own tent are limited). Please mark on application that you will provide your own tent. Personal tent must be company branded, professionally made and no tent or structure may exceed 15 feet in height.

**Product Exclusivity:** Product exclusivity is granted only to those Vendors who pay an exclusivity fee established by Visit Sacramento. Please contact the Vendor Manager at [eventops@visitsacramento.com](mailto:eventops@visitsacramento.com). Visit Sacramento reserves the sole right to determine who will be granted exclusivity and to determine the number of vendors that sell similar products and/or services.

**Trademarks:** Visit Sacramento reserves the right to the use of its logos, name, marks, symbols, and other intellectual property. Any use of these without express written permission is a violation of the agreement with Visit Sacramento and will result in expulsion from the Event.

**Placement:** Visit Sacramento reserves the sole right to place Vendors in any location it deems fit. Only a limited number of vendors in any one category will be accepted. Decisions are based on, but not limited to, history, booth appeal and availability. If you have a special requirement (i.e. ADA accommodation) please contact the Vendor Manager at [eventops@visitsacramento.com](mailto:eventops@visitsacramento.com)

**Electricity:** An electrical connection of up to 15 amps may be purchased for an additional fee of \$200. The locations for which power can be supplied are limited and available on a first- come first-served basis only. Vendors will have one power connection per booth and are responsible for their own power strips or extension cords within their booth space. Due to City of Sacramento fire regulations, vendors wishing to bring their own generators may do so only with prior written consent of Visit Sacramento.

**Set-up/Move-out:** Detailed instructions will be available at least one week prior to the Event. Gates will not be opened for exit until the Sacramento PD deems it safe to open gates. Early move out is not

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permitted, all Vendors must stay open until the official end time of the event (this will be strictly enforced by Visit Sacramento Staff). Early tear-down may result in exclusion from future events.

**Parking:** Vendors may park in various garages in the area for a nominal fee. All vehicles not remaining for the duration of the Event must exit the Event area hour before event start time. Parking is not provided by Visit Sacramento/Farm-to-Fork Festival.

**Deadlines:** The deadline for all vendors is no later than 5:00 pm on Friday, August 6, 2021. At the discretion of Visit Sacramento, late applications may be accepted. A late fee of \$200 will apply.

**Cancellations:** You may cancel your booth application at any time before the Deadline as stated above. You will receive a refund of fees paid, less a 20% processing fee. Cancellations after the deadline will not be refunded. The event will be held rain or shine.

Assigned spaces not checked-in and occupied by the Vendor by 9:00 am on the day of the event will be subject to resale by Visit Sacramento. Provided there is adequate additional space, the original Vendor may be reassigned, but under no circumstances will a refund be made.

If Visit Sacramento must cancel the 2021 Farm to Fork Festival due to State and/or County Health Guidelines, vendors will receive a full refund.

**Restrictions:** None of the following are to be sold, displayed, distributed, or otherwise present at the event without the express written consent of Visit Sacramento: alcoholic beverages, bottled water, third-party sponsorship, national corporations/franchises. Food and beverage of any kind may be sold only by registered food vendors, subject to conditions. Vendors found in violation of these rules are subject to immediate expulsion from the Event grounds with no refund of fees paid without prejudice to Visit Sacramento's right to other claims or damages.

**Noise:** Visit Sacramento reserves the right to monitor or prohibit the use of any electronic equipment, machinery, or other activity that it determines, in its sole discretion, is distracting from other booths or attendees.

**Conduct:** All Vendors and all their representatives shall conduct themselves at all times in accordance with normal standards of decorum and good taste. Visit Sacramento reserves the right to eject from the Event grounds anyone violating those standards.

**Adult products:** Selling adult products is prohibited.

**Marijuana Sales:** The sale of marijuana, including "legal" or "medicinal" marijuana, shall not be permitted under any circumstances.

**Tobacco:** The sale of tobacco of any kind is prohibited. Smoking shall be confined to designated smoking areas.

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**Tattooing and/or Body Piercing:** No Tattooing and/or piercing will be permitted on Event grounds.

**Booth Operation:** Only approved products may be sold from the vendor space. Vendors shall not extend beyond allotted space unless authorized by Visit Sacramento and additional space is paid for.

**Non-Profit:** Vendors claiming non-profit booth pricing must provide a copy of their Internal Revenue Service letter of determination with their application.

**Festival Security:** Visit Sacramento/the Farm-to-Fork Festival will not provide security for individual vendor booths. There will be security onsite, but they are not responsible for booth/items in booths. Vendors are responsible for all possessions.

**Enforcement:** Decisions made by Visit Sacramento are final.

**Licenses and Taxes:** All Vendors are responsible for obtaining and complying with all necessary licenses, permits, and tax regulations. You are advised that a Business Operations Tax Certificate is required to sell, expose for sale, or offer for sale any goods, wares, or merchandise in the City of Sacramento. For more information contact the City of Sacramento at 916-808-8500.

**Permits:** Vendors are responsible for obtaining all necessary permits and licenses to operate and/or sell at this event. Proper permits, licenses and forms must be on display within the vendor space.

**California State Fire Marshal Code:** Food Vendors are required to meet the standards as it applies to your tent, rig, fire extinguisher, etc. Failure to comply may result in closure of your booth.

**Sacramento County Health Department Form:** All Vendors are required to meet the Sacramento County Health Department codes for cooking, serving, screening, warming and sanitation. A form is required is required and can be found in the vendor application located on our website. The Sacramento County Health Department fee of \$65 is included in your vendor fee (Veterans are exempt). Alcoholic beverage and water sales are strictly prohibited.

**Clean Up:** All garbage and waste must be bagged and deposited in the trash cans at the end of the day. Vendors are responsible for the condition of their areas during and after the event. A minimum fee of \$250 will be charged to your credit card if any clean up is necessary after the Vendor has vacated.

**Insurance:** All Vendors must provide proof of insurance and are required to carry a minimum \$1,000,000 liability insurance. "Visit Sacramento" must be listed as the certificate holder with an address of 1608 I Street Sacramento, CA 95814. An endorsement naming "Visit Sacramento and the City of Sacramento, it's officials, agents, employees and volunteers" must accompany the certificate of insurance. All Vendors agree to hold harmless, Visit Sacramento, their staff, and the City of Sacramento for loss of any kind, whether by fire, theft, physical violence, natural elements or any other cause.

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**Limitation of Liability, Indemnity, and Release:** Neither Visit Sacramento, nor any of its officers, agents, volunteers, employees, independent contractors, or other representatives shall be held liable for, and they are expressly released from, liability for any damage, risk, loss, harm, or injury to the person or property of Vendor or any of its officers, agents, volunteers, employees, independent contractors, or other representatives, resulting from theft, fire, water, accident, or any other cause. Vendor shall indemnify, defend, and hold harmless Visit Sacramento and any of its officers, agents, volunteers, employees, independent contractors, or other representatives (i) from and against any and all claims arising from any acts, failures to act, or negligence of Vendor or any of its officers, agents, volunteers, employees, independent contractors or other representatives, (ii) from and against any and all claims arising from breach of, or default in the performance of any obligation on Exhibitor's part to be performed under, these terms and conditions, and (iii) from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action. Under no circumstances shall Visit Sacramento be liable for consequential, indirect, special, or punitive damages of any kind, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the booth, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability, or otherwise.