



Los Banos Chamber of Commerce Tomato

July 8th, 2023

Booth Registration and Application

- Commercial Vendor
- Food or Beverage Vendor
- Amusement Vendor

*FOOD & BEVERAGE VENDORS - Final Deadline for Applications and payment in full is **June 23, 2023***
*COMMERCIAL PRODUCTS VENDORS - Final Deadline for Applications and payment in full is **June 23, 2023***

Event Location: 403 F Street Los Banos, CA 93635

Mail your application to: **Los Banos Chamber of Commerce 932 6th Street Los Banos CA 93635**

Name of Business/Organization _____

Contact Person _____

Business Phone _____ CA Resale License # _____ Tax ID# _____

Address _____ City, State, Zip _____

Fax _____ website www. _____

Email _____

Rigs and trailer dimensions _____ long x _____ wide when opened and extended.

STANDARD BOOTH SPACE (12' X 12') AMUSEMENT VENDORS WILL BE PROVIDED WITH AN ADEQUATE AREA FOR SET UP

Brief description of items to be offered (sales will be limited to these items): _____

Special Notes: _____

FOOD AND BEVERAGE VENDOR
 PER SPACE - \$200 \$ _____

COMMERCIAL PRODUCTS VENDOR
 PER SPACE - \$100 \$ _____

NON-PROFIT FOOD AND BEVERAGE VENDOR
 PER SPACE - \$75 \$ _____

NON-PROFIT COMMERCIAL PRODUCTS
 PER SPACE - \$60 \$ _____

OPTIONAL FEES & DISCOUNTS

\$100.00 End Booth (if available) \$ _____

\$50.00 Electricity (50 amps available upon request) \$ _____

\$50.00 Special Location Request \$ _____

HEALTH DEPARTMENT FEE (FOOD & BEVERAGE VENDORS ONLY)

\$75 Low Risk (Pre-packaged) Refer to Merced County Health Department Application

\$125 High Risk (Prepared on site)

\$40 Processing Fee Veterans DD-214 (Copy required)

\$40 Processing Fee if Yearly License Holder (Copy Required) \$ _____

* *NEW!* -\$50.00 Discount for any ONE of the following-

* Los Banos Chamber of Commerce Member

* If paid before May 1st 2023 \$ _____

Total Amount Due \$ _____

*****Other events may qualify and are subject to review by the Tomato Festival Committee.**

*****Due to the already reduced rate, discount does not apply to non-profit group**

CHOOSE PAYMENT TERMS

PAYMENT IN FULL \$ _____

OR

DEPOSIT
(A minimum of half the TOTAL AMOUNT DUE is required with application) \$ _____

BALANCE DUE BY June 23, 2023 \$ _____

METHOD OF PAYMENT

Make check payable to Los Banos Chamber of Commerce and mail with completed application to:
Los Banos Chamber of Commerce, 932 6th St, Los Banos, CA 93635

Credit card: Use the Payment Voucher below or call the Los Banos Chamber at (209) 826-2495.

Fax or Email: You may also send in your application and payment information by fax at (209) 826-9689 or e-mail us at
LBCOFC@Comcast.net

Cash Check Money Order Visa or MasterCard

Fill out only if you intend to use a credit card. (Visa & MasterCard Only)

Name on card _____ Phone Number _____

Zip Code associated with card _____

Visa

M/C

Exp. Date (Mo. /Yr.)

3 Digit Code

Signature _____

Terms and Conditions (Please read carefully and sign below)

1. **Certificate of Insurance-** Vendor must carry liability insurance of at least \$1,000,000.00. A certificate of insurance form naming The Los Banos Chamber of Commerce Tomato Festival, their officers, agents and employees as additionally insured must be issued by your insurance carrier.
2. **Enforcement & Permits-** Decisions made by Los Banos Chamber of Commerce Tomato Festival are final. Vendors will comply with all laws and regulations. Exhibitor is responsible for obtaining necessary permits and licenses to operate and/or sell at this event. All permits, licenses and forms must be on display at the vendors' booth space.
3. **Liability-** Los Banos Chamber of Commerce Tomato Festival, its officers, agents, directors, employees, or other representatives will not be liable for, and Exhibitor releases the same from liability for, any damage, loss, or injury to the person or property of Exhibitor or any of its officers, agents, directors, employees or other representatives, resulting from theft, fire, water, accident or the like. Exhibitor will hold harmless and indemnify, defend and protect Los Banos Chamber of Commerce Tomato Festival, its officers, agents, directors, employees or other representatives from any and all claims, demands, suits, liability, damages, legal costs, attorney fees and expenses of whatever kind or nature, which result from arise out of, or are connected with any acts or negligence of Exhibitor or any of its officers, agents, directors, employees or other representatives, including but not limited to, claims of damage or loss resulting from any breach of this Agreement, or claims of damage or loss to any third party from any third party resulting from any infringement of copyright, patent, or trade or service mark name.
4. **Completed Applications-** A complete application and all fees including deposits, rentals, electrical etc. must be received no later than June 23, 2023. Applications are considered complete when all permits, payments and necessary documents are received. Vendors may not set up until the above conditions are met.
5. **Acceptance-** Applicants are not automatically accepted. A limited number of vendors in any category will be accepted. Decisions are based on, but not limited to, appeal of booth, use of the tomato theme, payment and paperwork received. NO SUBLETTING OF BOOTH SPACE.
6. **Deposits-** Booth payments will be held as security deposits to ensure spaces and Fairgrounds property are left in good condition. Deposits may be withheld at management's discretion for, but not limited to, failure to show, late arrival, early leaving, and violation of rules of the event, including unauthorized sales.
7. **Absence of Warranties-** Los Banos Chamber of Commerce Tomato Festival makes no representations or warranties regarding anticipated benefits to be received by vendor from participating in the Festival or the fitness of the event for vendor's needs, purposes or otherwise.
8. **Termination-** Los Banos Chamber of Commerce Tomato Festival reserves the right to immediately terminate this Agreement, close the exhibit, and remove vendor's property, if vendor breaches any of the material terms of this Agreement. Breaches for which Los Banos Chamber of Commerce Tomato Festival may terminate this Agreement include, but are not limited to, a determination by the Los Banos Chamber of Commerce Tomato Festival, in its sole discretion, that Vendor or any of Vendor's products are not eligible to participate in the Event.
9. **Event Hours and Dates-** The dates and hours of the Event are set forth in the Vendor Rules & Guidelines. Hours and dates for installing, showing and dismantling exhibits will be set forth in the Vendor Rules & Guidelines. All exhibits must be open for business during event hours, and no dismantling or packing may be started before the official close of the Event. Los Banos Chamber of Commerce Tomato Festival reserves the right, in its discretion, to cancel the event at least thirty (30) days in advance, in which the event fees paid by Vendor will be refunded as Vendor's sole and exclusive remedy for cancellation. In no case will the amount of the refund to the Vendor

exceed the amount of the vendor fee paid. Any vendor who leaves prior during event hours will not receive a refund of the security deposit.

10. **Late payment, revocation of privilege to attend, cancellation-** Vendor's privilege to attend the event and/or exhibit products is conditioned upon timely payment of all fees due hereunder and compliance with terms, conditions, and rules set forth in this Agreement. If vendor fails to make timely payments when due or comply with any term, condition, or rule, vendors privilege to attend the event and/or exhibit products may be revoked by the Los Banos Chamber of Commerce Tomato Festival at its sole discretion without prior notice.
11. **Assignment of exhibit space-** Los Banos Chamber of Commerce Tomato Festival will assign a booth space to vendor for the duration of the Event only. Vendor space assignments will be made at the Los Banos Chamber of Commerce Tomato Festival's sole discretion who reserves the right to change the format and/or location of any or all booth spaces. Vendor is granted only a license to use booth space and will have no rights to the exclusive use or occupancy of any location within the Event area. This Agreement is not intended and will not be construed to constitute a lease of real or personal property.
12. **Exhibition of normal goods and lines-** Vendor may not allow any other company or individuals to use, occupy or share its booth space without the prior written consent of the Los Banos Chamber of Commerce Tomato Festival. At the Event, Vendor will only exhibit merchandise listed on application. Los Banos Chamber of Commerce Tomato Festival does not grant or guarantee product or brand exclusivity to or for Vendor's product or brand at the Event. All Vendor materials must conform to national, state and local fire, safety and health codes.
13. **Vendor Count:** Tomato Festival Committee allows up to but not more than two of the same vendors to be placed on opposites ends of the event.
14. **Partial invalidity; interpretation; waiver-** If any provision of this Agreement is found to be invalid or unenforceable, it will in no way effect, impair or invalidate any other provision of this Agreement, and such other provisions will remain in full force and effect. This Agreement will be interpreted according to its fair meaning and not for or against any party. No waiver of rights or granting of permission in any one instance will be construed as a waiver of rights in any other instance.
15. **Execution; amendments-** This agreement will be deemed to have been executed and entirely formed in California. This agreement may not be amended or modified except by a written instrument executed by an officer of the Los Banos Chamber of Commerce Tomato Festival that specifically states that it amends and/or modifies this Agreement.
16. **Entire agreement-** This Agreement constitutes the entire agreement between parties concerning the matter hereof and supersedes all prior or contemporaneous agreements between the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effort. No party is relying upon warranties representations, or inducements not set forth herein.

I agree that I have read and understand the above mentioned Terms and Conditions and agree to abide by them.

Sign: _____
Vendor

Date: _____

Sign: _____
Los Banos Chamber of Commerce Tomato Festival

Date: _____