



ROTARY CLUB OF LAKE ARROWHEAD FOOD VENDOR APPLICATION ART & WINE FESTIVAL JUNE 21-22, 2008

Thank you for your interest in participating in our annual Art & Wine Festival as a Food Vendor. We have included the Application, Food Vendor Agreement and information regarding this year's Festival.

All completed applications and a copy of your valid California Department of Health Certificate must be received 1 week prior to the above Festival dates. Vendors will be responsible for complying with all Health Department Regulations including the proper enclosure of their booth, single or double sinks and food service requirements for outside events.

The number of food vendor spaces available is limited, and will be filled on a first come, first serve basis. Food vendor spaces will be assigned two weeks prior to the start of the festival. Electrical hook-up will be provided with notification from the vendor upon submission of their application. All other equipment required to set-up/take-down, prepare, cook and serve food will be supplied by the vendor.

Please return the following to JAMIE M. ZINN – WINE AND FOOD CHAIRPERSON:

1. Completed and signed application
2. Completed and signed agreement found on the back of this application
3. Photo of your food booth or cart
4. Space reservation fee of \$250.00 (to be applied against the fee)
5. A copy of your valid California Department of Health Certificate

NAME _____

ADDRESS _____

CA DEPT. OF HEALTH CERTIFICATE NUMBER _____ E-MAIL _____

TELEPHONE NO. _____ CAR LICENSE NO. _____ STATE _____

TYPE(S) OF FOOD TO BE SERVED _____

ROTARY OFFICIAL USE ONLY

Date received _____

DOH Certificate Received _____ Application Received _____ Agreement Received _____

Space Assignment _____



LAKE ARROWHEAD ROTARY ART & WINE FESTIVAL

FOOD VENDOR AGREEMENT

ROTARY CLUB OF LAKE ARROWHEAD hereinafter referred to as ROTARY, and _____ hereinafter referred to as VENDOR, agree as follows; VENDOR has requested from ROTARY the opportunity of selling his food in the annual Lake Arrowhead Art & Wine Festival, Saturday and Sunday from 10:00 a.m. to 5:00 p.m., on dates given on the front side of this application.

ARROWHEAD LAKE ASSOCIATION and / or LAKE ARROWHEAD VILLAGE, hereinafter referred to as LESSOR, is agreeable to granting ROTARY and VENDOR a revocable license for said purpose of selling food at the LESSOR'S facilities at either Tavern Bay Beach Club or Lake Arrowhead Village. Lake Arrowhead, providing such displaying and conjunction of festival does not in any way interfere with, destroy, or damage the property of LESSOR.

Said license may be revoked at any time by LESSOR acting through any office or authorized agent. Said license is personal to ROTARY and VENDOR and is not assignable in whole or in part in any way.

Said license does not convey, grant or otherwise transfer to ROTARY and / or VENDOR any rights, title or interest in LESSOR'S REAL PROPERTY, including but not limited to a license coupled with any interest.

VENDOR agrees to indemnify and hold ROTARY and LESSOR harmless from any loss, liability or claim in connection with damage or injury to his food, to LESSOR'S said facilities or customers, to passers-by, and to any other person or persons, or their property with respect to or in any way connected with said selling of said food, or any other activity of VENDOR.

VENDOR agrees to provide, at his own expense, a full and adequate defense for ROTARY and LESSOR of any lawsuit or action relating in any way to his selling of food and to promptly pay any judgement rendered against ROTARY and / or LESSOR in any such suit or action, including attorney fees incurred by either.

VENDOR and ROTARY agree that they will maintain the licensed facilities in a clean, tidy and safe condition during their use of said facilities, and they shall leave said facilities in a clean, tidy and safe condition at and after each use of said facilities, and at the end after the termination or revocation of said license.

LESSOR and ROTARY, in granting said license to VENDOR, undertake no liabilities, obligation or responsibilities to any person or group of persons for any food including, but not limited to, VENDOR, viewers, agent employees, servants, licensees or invitees.

Nothing contained in this agreement shall be construed or deemed by the parties hereto, or by any other person to create the relationship of principal and agent, or of a partnership of joint venture, or of any association between the parties hereto, other than set forth herein.

The purpose of the Festival is to raise funds to be used for the many charitable programs engaged in by the LAKE ARROWHEAD ROTARY FOUNDATION. Therefore, there is a fee of 25% for each sale during each of the days of the festival on the dates given on the front side of this application. The fee will be calculated as follows:

ROTARY will sell tickets at a value of \$1.00. Each VENDOR will set their own prices in increments of \$1.00 and collect the equivalent price per item for each sale in the form of "tickets". VENDORS WILL NOT BE ALLOWED TO COLLECT CASH FOR ANY OF THEIR SALES. ALL SALES MUST BE IN THE FORM OF THE PRE-DESIGNATED TICKETS SOLD DURING THE FESTIVAL. At the end of each festival day, the VENDOR will turn into the ROTARY FOOD CHAIRPERSON all the tickets collected from their food sales. ROTARY will total all tickets and pay to the VENDOR 75% of the total.

GENERAL POLICY:

Only one VENDOR is allowed per space.

HOURS:

Festival hours are 10:00 a.m. to 5:00 p.m. **VENDORS are not permitted to tear down before 5:00 p.m.** Setup time is 7:00 a.m. to 9:30 a.m. Must be ready for business by 10:00 a.m. Space will be forfeited if not occupied by 9:00 a.m. the first day of the Festival. Overnight Security will be provided.

SPACE ASSIGNMENT:

Space will be expeditiously assigned by the festival coordinators in their sole discretion. Space sizes vary (approximately 10' X 12').

DEADLINE:

Deadline to enter – One (1) month prior to the Festival date shown on the front of this application.

REFUNDS:

No space reservations refunds can be made after 30 days prior to either spring or fall festival. If the entire event is cancelled as a result of either inclement weather, acts of nature, or restrictions by government agencies, there will be a 50% refund of registration fee.

HEALTH PERMITS:

All VENDORS are responsible for their own CA Department of Health Certificate and must provide a valid copy and the number on the front side of this application.

EXHIBITOR PARKING:

All vehicles must be removed from the festival area by 9:30 a.m.. Parking only in designated exhibitor parking area. A shuttle will be provided between the designated parking area and the Festival, if applicable.

OTHER:

ANIMALS ARE NOT ALLOWED IN THE FESTIVAL AREA.

The committee of the Lake Arrowhead Rotary Art and Wine Festival reserves the right to change or substitute vendor spaces for the good of the Festival and its participants. The Committee reserves the right to limit the number of participants for any one particular art medium thereby protecting all vendors and maintaining diversity for the Art & Wine Festival. The Committee reserves the right to alter the format or character of the Festival at its discretion, in order to enhance and improve the future of the Lake Arrowhead Rotary Art & Wine Festival.

DATED: _____

DATED: _____

VENDOR: _____

BY: _____
ROTARY ART AND WINE FOOD CHAIRPERSON