



For Office Use Only: No. \_\_\_\_\_

Date Received \_\_\_\_\_

# 2010 California Avocado Festival Non-Profit Commercial Exhibitors Application & Contract

Application: **Early entry deadline is June 25, 2010.** Submit the \$25 Application Fee ONLY (non-refundable) with this application. **Photographs and an explanation of items being sold is required and must be provided with the application even if you have previously participated.** Please include a self-addressed sufficiently stamped envelope large enough for the return of your photographs. **The selection committee will jury and set the show by July 12, 2010.** You will be notified shortly after that date. Upon approval of your application, you will receive a letter of acceptance with your assigned booth space number and balance of fees due. **Your space will be confirmed upon payment received.** Applications submitted after June 25, 2010 will be charged a \$50 fee and will be slated for the wait list. **ALL vendors must provide evidence of currant liability insurance coverage in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, naming the California Avocado Festival as an additional insured.** *The California Avocado Festival Committee reserves the right to determine space placement. Space configuration may be changed prior to the Festival date.*

### Early Entry Deadline: June 25, 2010

Attach check and make payable to **The California Avocado Festival** or complete credit card information below.

Mail To: The California Avocado Festival, PO Box 146, Carpinteria, CA 93014, Phone: 805-684-0038 Fax: 805-684-0011

### Please check the appropriate box if applicable:

- \$25 Application Fee (Non-Refundable)     Check     Credit Card - **If submitting by June 25, 2010**
- \$50 Application Fee (Non-Refundable)     Check     Credit Card - **If submitting after June 25, 2010**
- Regular Space     Corner Space     2 Regular Spaces (Double)     Corner & Regular Space (Double)

Memo: \_\_\_\_\_

- Copy of IRS Determination letter of Non-Profit Status Must be Attached.
- New Vendor     Returning Vendor     Photographs Enclosed (All Vendors)     2 Signatures on Back
- Proof of Insurance Will Be Provided Upon Acceptance and Due Date Notification
- A Self-Addressed Stamped Envelope (Sufficient Size & Postage to Return Photos)
- A Self Addressed Stamped Postcard for Notification of Application Received by the Festival

*Note: Do not send any other fees at this time. All other fees due upon acceptance and notification.*

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Type of Product: \_\_\_\_\_ Price Range \_\_\_\_\_

Description: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Non-Profit IRS Tax ID #: \_\_\_\_\_

Credit Card:  Visa     MasterCard    *(We accept Visa & MasterCard only!)*

Name on Card: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Number: \_\_\_\_\_ Exp. Date \_\_\_\_\_

Total Amount: \_\_\_\_\_ Signature: \_\_\_\_\_

OVER - SEE BACK FOR TERMS & AGREEMENT AND SIGNATURES

**TERMS AND AGREEMENT**

**Refunds** – The application fee is **Non-Refundable**. All other fees are refundable if the Festival receives a written request for cancellation no later than September 3, 2010. After this date the Festival retains all fees.

**Taxes** - Exhibitors are responsible for any and all taxes and fees associated with their activities at the Festival. This includes, but is not limited to, license fees, and Federal, state and local taxes if any.

**Release/Hold Harmless** - The Exhibitor hereby agrees to indemnify and hold harmless the California Avocado Festival and its officers, directors, employees and agents from any financial liability or obligation incurred by the Exhibitor or from any injury or damage to the person or property of others which any exhibitor causes or contributes to causing while participating in any way in the festival. The exhibitor, by signing this Agreement, releases the California Avocado Festival, its officers, directors and employees from any and all causes of actions, claims and damages of any kind or nature whatsoever arising from any injury, loss, damage, cost, accident, delay, irregularity, or expense arising out of or in any way connected with the performance or operation of the California Avocado Festival.

**Events Beyond Festival’s Control** - The California Avocado Festival shall not be responsible for events beyond its control, such as, without limitation, acts of God, acts of war, terrorism, strikes, or governmental restrictions, or for acts or omissions of persons, entities or companies not controlled by it, such as, without limitation, police officials, government entities, bus companies, railways, and hotels. The California Avocado Festival and its officers, directors, employees and agents are hereby released from all claims arising out of such events, acts, or omissions.

**Compliance with Festival Requirements** – All exhibitors must conform to the Rules and Regulations of the Festival as described in or with this application and/or as supplied, amended or supplemented at the Festival event. Failure to comply with the rules and requirements of the Festival, **including failure to open or close a booth on time**, could be cause for expulsion from the Festival. Any such expulsion decision is made at the sole discretion of the California Avocado Festival. Any questions regarding the rules and regulations should be made to the Committee at the time of application or prior to the Festival event. All applicants/exhibitors agree to hold the California Avocado Festival and its officers, directors, employees and agents harmless from any loss whatsoever as a result of any expulsion from the Festival.

This is the full and final agreement of the parties, no other agreements be they oral, written, prior or contemporaneous, shall be honored by the California Avocado Festival.

I have read and reviewed the **above terms and regulations** and I agree to all of the above. I represent and warrant that I have the authority to sign and bind the person(s) and/or entity named in this application.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

I have read and reviewed the **2010 Rules & Regulations** enclosed and I agree to abide by the criteria and requirements for Non-Profit Commercial Exhibitors.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Mail to: The California Avocado Festival**  
**PO Box 146**  
**Carpinteria, CA 93014**  
**Phone: 805-684-0038**  
**Fax: 805-684-0011**  
**Email: [info@avofest.com](mailto:info@avofest.com)**  
**[www.avofest.com](http://www.avofest.com)**

**Please sign and make a copy for your records.**



# 2010 California Avocado Festival

## Non-Profit Commercial Exhibitor

### Rules & Regulations

The California Avocado Festival Commercial Venue will take place Friday, Saturday and Sunday, October 1st, 2nd and 3rd, 2010 on Linden Avenue in downtown Carpinteria. Show hours are from 4-10PM on Friday, 10AM-9PM on Saturday and 10AM-6PM on Sunday, rain or shine.

**Fees:** All Spaces are 10'x10'

- \$25 - Non-Refundable Application Fee
- \$40 - Community Service Fee\*
- \$100 - Refundable Clean Up/Compliance Deposit
- \$400 - Regular Booth Space
- \$850 - Corner Booth Space

\*Community Service Fee - Contributes to covering public safety, sanitation and insurance costs.

#### Criteria/Requirements for Non-Profit Commercial Exhibitors:

- The Festival provides a 10'x10' uniform canopy and booth lighting (no exceptions) with a 3 sided wall (no front closure) for a regular space, and a 2 sided wall (no front and 1 side closure) for a corner space - all exhibitors must provide their own booth closure for overnight security.
- All applications will be juried - photographs and an explanation of items being sold is required with application. (Returning & New) Only items depicted for juring purposes will be allowed to be sold from your booth.
- Submit the \$25 (non-refundable) application fee ONLY with the application.
- **ALL** vendors must provide evidence of current liability insurance coverage in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, naming the California Avocado Festival as an additional insured.
- It is expected that your display will be open and ready at 4pm on Friday and 10am on Saturday and Sunday and that your display will be open and staffed during **ALL** show hours. No late set-up permitted.
- Exhibitors provide their own displays, chairs, tables, etc.
- Exhibitors will set up, staff and conduct all sales in their booth.
- **NO HALOGEN** lights or exterior outside lighting no extra electricity available.
- Overnight security will be provided, but each exhibitor is responsible for securing their own booth - the Festival is not responsible for any loss or damage.
- All break downs and move outs must be completed by 7PM on Sunday.
- No booth sharing allowed.
- No T-Shirts with silk-screened avocado designs - Festival has exclusive.
- No animals allowed at the Festival (Except Guide Dogs). ● No balloons for display purposes.
- **We are 100% Green** - No vendor can use plastic bags for merchandise that you offer for sale.
- **Waste Disposal** - It is the responsibility of all vendors to remove from the Festival all cardboard and plastic packaging, master carton and packing materials used to transport your merchandise that you offer for sale at the festival. We encourage all vendors to recycle or reused these materials when possible. Failure to removed these materials will be an infraction of festival rules and will result in the loss of your \$100 cleaning deposit.
- The early application deadline is June 25, 2010.
- The selection committee will jury entries and set the show by July 12, 2010 - you will be notified shortly thereafter.
- Upon approval of your application, you will receive a letter of acceptance with your assigned booth space and balance of fees due. Your space will be confirmed upon payment received.
- The California Avocado Festival Committee reserves the right to determine space placement. Space configuration may be changed prior to the Festival Date.

*Your authorized signature is required on the back of your returned application form (2nd signature) confirming you have read and reviewed the 2010 Rules & Regulations and agree to abide by the criteria and requirements for Non-Profit Commercial Exhibitor.*

The California Avocado Festival, PO Box 146, Carpinteria, CA 93014, 805-684-0038

Email: [info@avofest.com](mailto:info@avofest.com) [www.avofest.com](http://www.avofest.com)

Please keep for your records.