

Terms and Conditions of Participation

Date and Hours of Operation

Stand Christian Music Festival will be open to the general public on Saturday, May 21, 2016, from 12:00 p.m. to 8:30 p.m.

Set-up/Take Down/Clean-up

Vendors will be allowed into the grounds for set-up on Friday (5/20) from 4 p.m. to 7 p.m. (to be confirmed) and on Saturday (5/21) starting at 9 a.m.. Booths must be set up and ready to open at 11:30 a.m. and must remain open and operational until 8:00 p.m. on Saturday (5/21) and all vehicles must be removed from festival grounds before 11:30 am. Vendors are solely responsible for the take- down/clean-up of their assigned space and items at the close of the event.

Vehicle Access and Parking

Vehicles may be driven onto designated areas for unloading and loading purposes only. However, all vehicles must be moved by 11:30 am and cannot return until approved by security after the close of the event. This will not be before 8:30 p.m. and will be strictly enforced by the Stand Christian Music Festival and Security personnel.

Fees/Deposits

All booths will be charged a fee that must be paid in advance and in full at the time of application. Booth fees will be deposited immediately upon receipt. Please see the application form for the fee schedule and deadlines. Incomplete applications will be returned.

Confirmation Policy

Deposit of your booth fee does not constitute acceptance. No post-dated checks will be accepted. Booth applicants will be notified of their acceptance or rejection either by telephone and/or email. Applicants not accepted will receive a refund of their booth fees and a letter stating the reason for the return.

Terms and Conditions of Participation (page 2)

Cancellation Policy

No refunds will be given in case of inclement weather, acts of nature, forfeiture, failure to obtain required permits (see below for more information), or by restrictions of government agencies to amend or cancel the event, over which the SAFC has no control.

There will be no refunds if you cancel after May 1, 2016. All cancellations must be in writing and postmarked by May 1, 2016.

Booth Information

The booth fee covers a space 10x10 or 10x20. You must provide your own canopy (not to exceed 15 feet high), preferably white and in good condition. Electricity can be brought to booths on an as needed basis. Space assignments will be made at the sole discretion of the Stand Christian Music Festival.

All sale items and stock storage must stay within your booth space. The Stand Christian Music Festival 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.

Vendors must keep their booth space neat and tidy. We encourage the use of recyclable/biodegradable products. Trash and recycling receptacles will be provided throughout the event areas.

Additionally, you must provide your own tables, chairs, supplies and materials needed.

Business License/Seller's Permit

ALL vendors must provide their valid Seller's permit number or Temporary Seller's permit number on their application. For more information contact the Board of Equalization at: <http://www.boe.ca.gov/info/reg.htm>.

Terms and Conditions of Participation (page 3)

Approved Items for Sale

Only items listed on the application and approved may be sold at Stand Christian Music Festival. Merchandise that creates excessive trash may not be sold (i.e. poppers, streamers, egg shells or sawdust, etc.).

Non-food items are not to be sold at food booths. Food items may not be sold nor sampled at merchandise booths unless pre-packaged and approved prior to the event.

Any discrepancies from the approved application may result in product removal per Stand Christian Music Festival.

The Stand Christian Music Festival reserves the right to sell official licensed goods such as event t-shirts, hats, programs and any other promotional items. These may not be sold at any other merchandise booth. The Stand Christian Music Festival reserves the right to sell beverages, bottled water and ice.

Any third-party sponsorship items and/or national corporation/franchise items displayed, distributed, promoted, or otherwise presented at the event without the express written consent of Stand Christian Music Festival. Vendors found in violation of these rules are subject to immediate expulsion from the festival grounds with no refund of fees paid without prejudice to Stand Christian Music Festival and its right to other claims or damages.

Security

Stand Christian Music Festival will provide security for the day of event from 11:00 a.m. to 8:30 p.m. Stand Christian Music Festival will provide one security guard overnight, but it is your responsibility to tightly enclose your booth to protect your specific items. Leaving any items overnight in your booth is done so at your own risk. Overnight sleeping in booths or parking lot is not permitted under any circumstances.

Terms and Conditions of Participation (page 4)

Festival Liability

Involvement in the Stand Christian Music Festival is at your own risk. All vendors will agree to and sign the Hold Harmless Agreement that is made a part of this application.

Liability Insurance

A Certificate of Insurance must be submitted with your application naming:

- Stand Christian Music Festival
- McAllister Family Foundation
- The City of Vacaville

as additional insured with a minimum general liability limit of \$1 million.

Trademarks

Stand Christian Music Festival 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 Stand Christian Music Festival and will result in expulsion from the festival.

Publicity

Publicity for the Stand Christian Music Festival will be provided through all forms of print media, etc. as determined by the Stand Christian Music Festival. Flyers and posters will be available upon request.

Subletting

Absolutely NO subleasing of booth space or surrounding areas. If anyone subleases any portion of his or her space without prior written permission from Stand Christian Music Festival, they will not be allowed to operate the booth and will forfeit all fees paid.

General Medical Information

First-aid will be available at the Stand Christian Music Festival.

For questions or concerns

Contact The McAllister Family Foundation at themcallisterfamilyfoundation@gmail.com

VENDOR/EXHIBITOR APPLICATION

Please type or print neatly in blue or black ink.

Organization/Business: _____

Contact Person: _____ Title: _____

E-Mail Address: _____ Website: _____

Address/City/State/Zip: _____

Primary Phone: _____ Day of Event Phone: _____

Business License/Seller's Permit # _____

Non Profit ID # if applicable _____

Please provide a list of ALL items that you wish to sell. It is the intent of Stand Christian Music Festival to have the greatest variety possible with little or no duplication. Add sheet if necessary.

BOOTH FEES

___ 10' X 10' - \$199.00 or ___ 10' X 20' - \$398.00

Non-Profit (certified – subject to approval)

___ 10' X 10' - \$99.00 or ___ 10' X 20' - \$150.00

___ Electrical Hookup - \$29.00

GRAND TOTAL \$ _____

***Vendors will provide their own tents, tables and chairs for the event.**

(continued on next page)

Please make your checks payable to **McAllister Family Foundation** with Stand Christian Music Festival in the memo section. Pay with Credit card. (form attached to last page of packet)

No post dated checks will be accepted. Application will not be considered until after check is cleared.

The Stand Christian Music Festival reserves the right to approve or deny any booth application, and the right to limit the number of applicants for any one type of goods/service thereby protecting all vendors and maintaining diversity for the event.

I understand that any cancellation must be made in writing and postmarked by May 1, 2016. There are no refunds for cancellations after this date.

I and/or my organization/business agree to assume all risk and injuries arising out of or resulting from the use of the California facilities and/or properties located thereon. And further, to make no claim whatsoever for injuries against the McAllister Family Foundation, City of Vacaville, State of California, its agents or employees, arising as or resulting from the use of any booth(s), buildings, grounds, real property or personal property located thereon.

I/we shall be personally responsible, on behalf of myself and/or my organization/business for any damages sustained to the grounds, buildings, or equipment because of the occupancy of said premises by myself and/or organization/business.

I/we agree to abide by and enforce the rules, regulations and policies of the Stand Christian Music Festival as stated in the Terms and Condition and this Vendor Application.

Signature: _____ Date: _____

**Return this form and the Hold Harmless Agreement with payment to:
McAllister Family Foundation, Attn: Vince McAllister, 777 Elmira Rd. Vacaville, CA 95687**

HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate in the Stand Music Festival 2016, I and the members of my participating organization/business do hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the Stand Music Festival Committee, City of Vacaville, their committees, officers, agents, servants, volunteers or employees (hereinafter referred to as RELEASEES) and the State of California from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss damage, or injury, including death, that may be sustained by me, my organization / business, or any of the property belonging to me or my organization/business, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while, in on, or upon the premises located at Andrews Park, Vacaville, CA where the activity is being conducted.

I and the members of my participating organization/business hereby AGREE AND INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to our organization's participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

We further understand that this Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion hereof is held invalid, we agree that the balance shall notwithstanding, continue in full legal force and effect.

IN SIGNING THIS RELEASE, WE ACKNOWLEDGE AND REPRESENT that we have read the foregoing Hold Harmless Agreement, understand it and sign it voluntarily as our own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; our authorized representative that has signed below is at least eighteen (18) years of age and fully competent; and executes this Release for full, adequate and complete consideration fully intending to be bound by same.

This must be submitted with your application.

Organization/Business: _____

Address/City/State/Zip: _____

Representative: _____ Title: _____

Signature: _____ Date: _____

VENDOR SELF-CHECKLIST

Before you return your application, please check-off that you have included the items listed below that apply to your organization/business.

____ Vendor Application

____ Hold Harmless Agreement

____ A copy of Business License/Seller's Permit*

____ A copy of Certificate of Insurance

____ Payment for full amount

*The Business License/Seller's Permit must be displayed in your booth on the day of the event.

Credit Card Payment Authorization Form

Customer Name: _____

Account Number: _____

Billing Contact: _____

Phone Number: _____

Phone Number: _____

CREDIT CARD INFORMATION

Please select card type:



Please select one of the following options:

Charge my card for this month's payment only. Amount: \$ _____

Card Number: _____

Exp. Date: _____

Name as it Appears on Card: _____

Billing Address: _____

Signature: _____

Date: _____

INTERNAL USE ONLY

APPROVAL CODE _____

DECLINED _____

DATE CHARGED _____

CUST. RETEN. ACCOUNT. _____