

# 2023-2024 **IMPERIAL** Signature Event Series VENDOR APPLICATION

# OCTOBER • FIESTA DE LOS MUERTOS

October 21, 2023 • 5:00 PM- 9:00 PM • Downtown Imperial Food Vendor: Application and fees due by Friday, September 29, 2023 Non-Food Vendor: Application and fees due by Friday, October 13, 2023



# **DECEMBER • CHRISTMAS IN A SMALL TOWN**

December 9, 2023 • 10:00 AM-3:00 PM • Downtown Imperial Food Vendor: Application and fees due by Friday, November 17, 2023 Non-Food Vendor: Application and fees due by Friday, December 1, 2023



# MARCH • BLUES, BREWS, AND BBQ

March 23, 2024 • 5:00 PM- 9:00 PM • Downtown Imperial Food Vendor: Application and fees due by Friday, March 1, 2024 Non-Food Vendor: Application and fees due by Friday, March 15, 2024



SPACES ARE SUBJECT TO AVAILABILITY FOR EACH EVENT AND CAN FILL UP BEFORE THE DEADLINE HAS BEEN REACHED.

# **REMINDERS:**

- Vendor parking is not permitted within the Signature Event Series event area except for loading and unloading purposes. Set up starts two and a half (2.5) hours before the event. Vehicles must be off the vending area one (1) hour before event start time.
- Tear down is up to one and a half (1.5) hours after the event. Only one (1) vehicle per vendor is allowed on the premises during the allotted time period. Set-Up and Tear-Down times must be adhered to. Vendors are subject to fines if not in compliance.

# **BOOTH SPACE PRICE:**

# Vendor

- Information: \$25
  - Merchandise: \$25

# **Food Vendor**

- · Mobile Unit, 6 & 12 Month Permit Holder Food Vendor: \$45 each event or \$135.00 for whole season
- ICPHD Temporary Food Facility Permit Vendor: \$60 each event



# SIGNATURE EVENT SERIES VENDOR LOAD-IN TIMES

# **FOOD VENDORS**

Food Vendor Load-in: 3.5 hrs before event start

Food vendors with a 9 before their letter will enter on 9th Street Food vendors with a 7 before their letter will enter on 7th Street.

# **NON-FOOD VENDORS**

Non-Food Vendor Load-in: 2.5 hrs before event start

Booth numbers 1-48 and 195-242 enter through 9th Street to set up. Booth numbers 97-145 and 146-194 enter through 7th Street to set up.

# \*ALL VEHICLES MUST BE OUT OF THE EVENT AREA AN HOUR PRIOR TO EVENT START TIME\*

Tear down should be completed an hour and a half (1.5) after event ends.

All sales must be finalized by the end of the event.

Vendors are prohibited to utilize loud or fume-emitting generators as a source of electricity. If the use of a generator is required, it must be a portable, whisper (quiet) generator.

# RULES AND REGULATIONS

# PARTICIPANTS ARE RESPONSIBLE FOR PROVIDING ALL ITEMS NECESSARY TO OPERATE SUCH AS, BUT NOT LIMITED TO, THE FOLLOWING ITEMS:

Whisper Quiet GeneratorLighting for Booth

Pop-Up Canopy

• Table(s) for Display

ChairsSandbags

• Display Rack

 Dolly for Loading and Unloading Purposes

# **REQUIRED:**

- · City of Imperial Business License
- Certificate of Insurance
- Imperial County Health Department Temporary Food Facility Permit (Food Vendors Only)

# **VENDOR GUIDELINES AND REQUIREMENTS**

- 1. Event Set-Up and booth assignments are subject to change at any time and City of Imperial staff will assign all booth spaces according to availability. Booth space is 12x12.
- 2. The City of Imperial only provides the vendor space. Vendors must supply their own canopies, sandbags (in case of windy weather), tables, display boards, etc., and must stay within their allotted space.
- 3. Vendor products are not allowed on the sidewalks or leaning against buildings or trees. No dumping of ice, water or other fluids within the event area.
- 4. Vendors are responsible for his or her own display, set up, clean up, and each vendor is responsible for filing any and all returns required by the State of California with respect to sales tax collection.
- 5. Vendors are responsible for maintaining their space assigned to them in clean and sanitary condition, and when vacating such space, MUST remove all equipment and waste/trash before they leave.
- 6. Vendor parking is not permitted within the Signature Event Series event area except for loading and unloading purposes. Set up starts two and a half (2.5) hours before the event. Vehicles must be off the vending area one (1) hour before event start time. Vendors must vacate the event premises and travel lanes must be reopened by one and a half (1.5) hours after the end of the posted event time. Only one (1) vehicle per vendor is allowed on the premises during the allotted time period.
- 7. Vendors may not leave the event within the posted hours of each event. Set-Up and Tear-Down times must be adhered to. Vendors are subject to fines if not in compliance.
- 8. Vendors must go to their assigned entrance location on the day of the event. Vendors will not drive or walk into barricaded area until the barricades have been opened. The City of Imperial clears all streets within the event area before vendors can enter and begin set-up. If you are on the streets during this time, you will be asked to leave, and may be subject to fines if not in compliance.
- 9. All vendors who do not plan to attend a Signature Event Series event must notify the City of Imperial, Department of Parks and Recreation, one (1) week in advance (booth fees are non-refundable).
- 10. Vendors may not leave their booth space(s) unattended. The City of Imperial will not be responsible for any damages or theft.
- 11. Vendors are not allowed to distribute outside of their space, use promotional barking or play loud music.
- 12. Vendors are responsible for ensuring all employees, associates, and independent contractors understand and abide by these rules and requirements as set forth, therein and any others that may be implemented.
- 13. All vendors shall obtain, at his or her expense, all licenses and permits required by the State of California, Imperial County, City of Imperial, and local agencies prior to the operation of business. All licenses and permits necessary to sell must be displayed or readily available for review at all times.
- 14. All merchandise and food vendors are required to obtain a City of Imperial Business License for the conduction of business and sales within the City of Imperial.
- 15. A Seller's Permit is required for any retail business indicating your Imperial Location (Address of the event). The permit must be posted on site at all times. Failure to comply will result in the vendor leaving the premises without a refund. For general information, please call the CA Department of Tax and Fee Administration at (800) 400-7115. You may also apply online at their website https://www.cdtfa.ca.gov or contact the local office located at 1550 West Main Street, El Centro, CA 92243 with phone number (760) 352-3431, fax 1-760-352-8149, or ElCentroInquiries@cdtfa.ca.gov.
- 16. Vendors are prohibited from accessing private business faucets. Potable water shall be provided solely by the vendor, themselves, and comply with health department requirements.
- 17. Vendors are prohibited to plug into the City of Imperial's electrical outlets. Electricity shall be provided solely by the vendor, themselves, and must comply with the requirements.
- 18. Vendors are prohibited to utilize loud or fume-emitting generators as a source of electricity. If the use of a generator is required, it must a portable, whisper (quiet) generator.
- 19. Food-sampling vendors must abide by the Imperial County Public Health Department's regulations. Only pre-approved items can be sold or distributed from vendor spaces.
- 20. Vendors must comply with all federal, state, and local ordinances.
- 21. Vendors may not discriminate on the basis of race, religion, color, sex, national origin, age, mental or physical disabilities, sexual orientation, and gender identity.
- 22. Vendors are prohibited to sell items that can be detrimental to the public health, safety, or well-fare of the public.
- 23. Vendors are prohibited from selling and/or distributing items that may generate public complaints and/or extraordinary cleanup; including but not limited to, silly string, confetti eggs, or spray stink, etc.
- 24. Each vendor must determine his or her own prices. Only scales that are certified by the Division of Weights and Measurements can be used, selling by the bunch or bag is recommended.
- 25. The City of Imperial will provide and distribute all media and publicity.

## **ETHICS AND CONDUCT**

1. There will be no profanity or aggressive behavior while conducting Signature Event Series business. Any concerns or disputes and complains shall be submitted in writing to the City of Imperial, 420 S. Imperial Ave., Imperial, CA 92251 to the attention of the Department of Parks & Recreation.

## INSPECTIONS

1. The City of Imperial reserves the right to inspect any vendor's operation if it has sufficient reason to believe the vendor is not in compliance. The vendor will be asked to remove all suspect product(s) from sale until an inspection is completed.

# **PENALTIES**

1. Failure to comply with these rules and regulations may result in the expulsion from the event for the remainder of the Signature Event Series. The City of Imperial reserves the right to rule on any situation deemed incompatible with the rules and regulations, not specifically addressed in these rules, and impose the aforementioned pentalty. The City of Imperial shall be held harmless in the event of inconvenience, loss of income, or any damages whatsoever resulting from the enforcement of these rules.

I have read and understood the attached Event Vendor Rules and Regulations, Fire and Health Department Requirements and the entirety of this application. I agree to abide by the rules and requirements as set forth, therein and any others that may be implemented. I understand that failure to abide may result in a non-refundable loss of fees, not being allowed to set-up day of the event, or removal from the event and may prevent my participation in future events held by the City of Imperial.

Sign H	lere	Dat	te:



# VENDOR INDEMNIFICATION AND INSURANCE AGREEMENT

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# INDEMNIFICATION

Vendor shall indemnify, defend, and hold harmless the City of Imperial, its officers, officials, employees, agents, and volunteers from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries or illnesses including communicable diseases to any person(s), or damage to property arising at any time during and/or arising out of or in any way connected with vendor's participation in 2023-2024 Signature Event Series unless solely caused by the gross negligence or willful misconduct of the City of Imperial, its officers, officials, employees, agents, and volunteers.

# **INSURANCE REQUIREMENTS**

Vendor shall procure and maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal injury, and property damage. The City of Imperial, its officers, officials, employees, agents, and volunteers shall be additional insureds under such policy. Coverage provided by vendor shall be primary and any insurance or self-insured procured or maintained by the City of Imperial shall not be required to contribute with it. If alcohol will be sold by the vendor, coverage must include full liquor liability.

Printed Name:	Date:
Signature:	Title:



# SIGNATURE EVENT SERIES VENDOR APPLICATION

# **VENDOR CONTACT INFORMATION**

First Name: Last Nam	ne:			
Business/Organization Name:				
Business/Organization Address: City:				
Cell Phone: Work Phone:	·			
mail Address:				
Nebsite/Social Media Handle:				
Please list all item(s) to be sold or distributed:				
BOOTH STAFF CONTACT INFORMATION				
Please list your staff that will be selling in your booth at the event(s)	(if different fror	n above):		
Full Name: Full Name:	me: Full Name: Full Name:			
Cell Phone: Cell Phone:		Cell Phone:		
Email Address: Email Address:	Email Address:			
EVENT FEES AND DATES				
Merchandise or Information Vendor: \$25 each event; CA State Resale ICPHD Temporary Food Facility Permit Vendor: \$60 each event Mobile Unit, 6 & 12 Month Permit Holder Food Vendor: \$45 each event or \$13 Additional 12x12 space adjacent to vendor booth location: \$25 per space Additional 12x12 space in alternate location(s) for Merchandise or Informatio	35.00 for whole seas			
Additional 12x12 space in alternate location(s) for Food Vendors: \$60 per space  Additional 12x12 space in alternate location(s) for Food Vendors: \$45 per space  *Location of vendor booths are subject to change at any time by the discretion of the City of Imperial, Parks and Recre	te (Additional TFFP rote (Mobile Unit, 6 & 1	equired)		
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