

2023 Ukiah WinterFest Vendor Application

Saturday, December 16

12 pm – 4 pm

VENDOR INFORMATION | PLEASE FILL OUT COMPLETELY

Business Name:	Business Phone:
Contact Person:	Cell Phone:
Address:	Fax:
City, State, Zip:	Email:
California Resale License:	Ukiah Business License:

TYPE OF VENDOR BOOTH:

Craft/Art Vendor Fee: \$30

This category is strictly limited to vendors who produce and sell ONLY handmade, original, artisan craft items. All items for sale MUST be handmade. Craft vendors may not sell merchandise which they themselves did not make.

Merchandise Fee: \$35

Vendors in this category have purchased wholesale inventory products for resale at a markup OR sell services

PLEASE DESCRIBE/LIST ALL ITEMS BELOW THAT YOU WISH TO SELL OR EXHIBIT:

First time attending vendors must submit photos of items being sold or exhibited.

I have read the materials in this application including the: Vendor Definitions, Vendor Terms & Conditions, and the Load-In/Load-Out Instructions and agree to comply with the conditions set forth and agree to hold harmless the Ukiah WinterFest, City of Ukiah and any other organizations or persons involved, from any losses or damage incurred as a result of participation in the Ukiah WinterFest events or activities.

SIGNATURE _____

DATE _____

BOOTH SPECIFICATIONS & FEES

Spaces are 10'x10'. Vendors are required to supply their own equipment including tents, tables, chairs, etc.

<u>Space Reservation</u>	<u>Total</u>
<input type="checkbox"/> Art or Craft Number of 10 x 10 spaces _____ x \$30	\$ _____
<input type="checkbox"/> Merchandise Number of 10 x 10 spaces _____ x \$35	\$ _____
Total Booth Fees	\$ _____

**ALL VENDORS MUST SUBMIT PROOF OF A VALID SELLER'S PERMIT.
Application will not be processed without a valid seller's permit.**

We do our best to accommodate booth placement requests, but cannot guarantee desired locations.

Fees MUST be paid before application will be processed.

Payments may be made with cash, check, or credit card.

Checks must be made payable to "City of Ukiah."

Credit Card Authorization Forms are available.

GENERAL INFORMATION

Please e-mail photos to mdavison@cityofukiah.com that best represent your merchandise you sell, booth design and don't forget the picture of your workshop. All crafts must be handmade by you and all items for sale must be represented in your submitted photos.

Check will be cashed/Credit card will only be charged if approved to be part of event.

Festival Hours

Saturday, December 16th: 12 pm to 4 pm

Vendor set up from 10:00 am to 12:00 pm

Festival Location: Alex Thomas Plaza

Vendor Set up, Load-In, and Load-out

Information will be sent to you before event

VENDOR TERMS AND CONDITIONS:

1. For the purpose of this application's terms and conditions, all art of craft merchant, or activity exhibitors shall be referred to as "Vendor".
2. The Vendor agrees to utilize the space assigned and no others, unless otherwise specified in writing 30 days prior to the Ukiah WinterFest event.
3. *Non-food Vendors* agree to provide pop-up (10'x10' or smaller), table, chairs, waste receptacles and display devices. *Food vendors* must provide tent, table, chairs, interior and exterior waste receptacles and hand-washing stations.
4. Sponsor agrees to provide large waste dumpsters at various event locations. Vendors agree to dump waste in the provided dumpsters at the end of each day of the event. Food vendors must take grease or similar by-products with them. No dumping of hazardous waste allowed.
5. The Vendor agrees to maintain cleanliness of their booth and surrounding area throughout the hours of the event, to perform a thorough clean-up at the end of each day and remove all waste at the completion of the event on the final day.
6. The Vendor agrees to keep booth open and staffed during the specified times of the event and staff their booth at all times while the event is open to the public.
7. Cancellation of contract between vendor and sponsor before December 9, 2023 shall result in a return of booth fees to vendor, minus a 25% administrative fee. *There will be no refund of booth fees after December 9, 2023 or if vendor fails to appear or departs prior to the completion of the event.*
8. Sponsor agrees to provide adequate event promotion, but shall not guarantee a minimum attendance, nor shall guarantee minimum sales activity to vendor.
9. Vendor shall assume risk of weather or other causes beyond the control of the sponsor, which may affect event attendance in any way. (Rain or shine!)
10. The Vendor and the organization he/she represents ("applicant") shall fully indemnify, defend and hold harmless the Ukiah WinterFair Committee, City of Ukiah, and its officers, employees, agents, and volunteers (collectively, the "City") against any expense or liability in connection with a claim for damages against the City ("claim") which arises out of applicant's use of a booth at the Ukiah WinterFest. Applicant will pay all costs incurred by City or required to defend City against any claim, including, but not limited to, court-related fees, litigation expenses, and the fees of attorneys, experts, expert witnesses and consultants. Applicant will pay the full amount of any settlement of a claim by the City or judgment against the City resulting from a claim.
11. Vendor acknowledges that liability insurance coverage for this event insures the City of Ukiah only. If Vendor desires their own insurance, all costs of such coverage shall be incurred by the Vendor.
12. Food Vendors must provide the City of Ukiah with a Certificate of Insurance and Additional Insured Endorsement naming "The City of Ukiah its officers, employees, agents and volunteers" as additionally insured in the amount of \$1,000,000 (one million dollars). City forms will be provided upon request.
13. Written verification of a valid seller's permit must be provided by vendor at time of application. Applications will not be accepted without proof of a valid seller's permit. For more information on obtaining a one-day seller's permit call the State Board of Equalization at 707-576-2100.
14. If the Vendor has employees they must provide proof of Workers' Compensation coverage with a Waiver of Subrogation endorsement, or sign the City's Workers Compensation Declaration.

15. Vendor agrees to not smoke in event area and will only smoke at least one block away from event.
16. Vendor agrees to keep all pets on a leash during the event.
17. Vendor will NOT display any products or materials with profanity, or adult content.
18. The City of Ukiah asks that Vendors respect the will of California voters and not distribute single use plastic bags.
19. *No amplified sound in vendor booths.*
20. City of Ukiah and the WinterFest Committee reserve the right to expel any vendor with or without cause and Vendor will then forfeit their fee.

Credit Card Payment Authorization Form

City of Ukiah Recreation
411 W. Clay St.
Ukiah, CA 95482
Phone:(707) 463-6231
mdavison@cityofukiah.com

Sign and complete this form to authorize City of Ukiah to make a debit to your credit card listed below.

By signing this form, you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

Please complete the information below:

I _____ authorize City of Ukiah to charge my credit for _____
(amount) on or after _____ (date). This payment is for
_____ (description of goods/services).

Billing Address: _____ Phone: _____
City, State, Zip: _____ Email: _____

Account Type: Visa MasterCard Discover American Express

Cardholder Name: _____

Account Number: _____

Expiration Date: _____

CVV2 (3 Digit Number on Back of Visa/MC, 4 Digits on Front of AMEX): _____

SIGNATURE: _____ **DATE:** _____

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.