



**Saturday – October 19<sup>th</sup>, 2019 – 1pm to 5pm**  
**Yuba City Town Center – Plumas Street – Yuba City, CA**

**~::~Vendor Space Application/Agreement~::~**

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

Contact Person: \_\_\_\_\_

Product/Service: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Business Phone: (        ) \_\_\_\_\_ Cell Phone: (        ) \_\_\_\_\_

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

Company Website: \_\_\_\_\_

This application is for: Brewer \_\_\_ Vintner \_\_\_ Food Vendor \_\_\_ Services Vendor \_\_\_

Booth Fees: Brewer-FREE Vintner-FREE Food or Services Vendor-\$75

**CORPORATE IDENTIFICATION RELEASE, INDEMNITY, & LIMITATION OF LIABILITY:**

In exchange for promotional value to be derived by the above named company, California Beer & Wine Festival is granted the right to use the company name and related logo art for the limited purpose of promoting the October 19<sup>th</sup>, 2019 California Beer & Wine Festival. It is understood that promotional strategies for this event may include print and broadcast advertising and the production and distribution of promotional merchandise. The terms of this release agreement shall be effective upon execution and shall cease active promotion effect 10 days after the date of the event, although website will remain active until the following year. Given the agreement contained on this page, and subject to the conditions expressed herein, the company shown on this document agrees to hold the California Beer & Wine Festival as well as its contractors and the City of Yuba City harmless for any and all liability for injuries and dealings caused to their property or personnel or any member of the public incurred through the use of the exhibitor space or displays allotted at during the California Beer & Wine Festival. I have read and agreed to all the requirements on this document:

Print Name \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_ Date \_\_\_\_\_

Send Application and Payment to:  
Norris Family Charity  
915 B Street  
Yuba City, CA 95991  
Sarah Norris - (530) 844-3132

Submission also accepted by: Email: [Contact@CaliforniaBeerAndWineFestival.com](mailto:Contact@CaliforniaBeerAndWineFestival.com) Fax: (888) 762-0123  
[www.CaliforniaBeerAndWineFestival.com](http://www.CaliforniaBeerAndWineFestival.com)

## Rules and General Information

**The Word "Sponsor":** As used herein shall mean the California Beer & Wine Festival.

**Eligible Exhibits:** The Sponsor reserves the right to determine the eligibility of any company or product for inclusion in the festival and reserves the right to make booth changes for the good of the festival.

**Exhibit Installation:** Exhibitor must check in before initiating construction. Set up hours are the day of the show, 10 am to Noon.

**Exhibit Removal:** Exhibitors will not be allowed to leave before the end of the festival. Removal will begin promptly at 5pm.

**Labor/Shipping:** Exhibitors are responsible for providing or arranging all necessary labor in transporting, uncrating, erecting, dismantling, and re-crating of displays.

**Booth Operation:** Products may be sold only from the exhibit space. The Exhibitor shall hold harmless the Sponsor from any and all damages or theft of merchandise or materials from contracted exhibition space. No exhibits shall extend beyond allotted space unless authorized in writing by the Sponsor.

**Limitation of Liability:** The exhibitor agrees to make no claim for any reason whatsoever, including negligence, against the Sponsor, co-sponsor, its members or agents or employees or the lessors or owners of the premises for loss, theft, damage or destruction of property, nor for any injury to himself or employees while on site. Each exhibitor must purchase his own Insurance if required.

**Defacing of Building:** Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floors, walls, or to the standard booth equipment, or for damage caused in any other manner. Exhibitors may not apply paint, lacquer, adhesives or any other coating to building walls and floors or to provided booth equipment.

**Display Dimensions:** Maximum exterior exhibit height is 8 feet. Where an unfinished portion of an exhibit is exposed, the offending surface must be made presentable at the expense of the exhibitor.

**Rejected Displays:** The Sponsor reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any exhibitor or his representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to the exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or exhibitor is ejected for violation of these rules or for any other stated reason, no return of rental shall be made.

**Exhibitors' Insurance:** At its sole cost and expense, Exhibitor shall carry and maintain during the period of the Festival, at which it exhibits, including move-in and move-out hours, personal injury, property damage and theft coverage under a policy of general public liability insurance. Exhibitor warrants that by signing this Exhibitor Contract, Exhibitor has complied specifically with insurance requirements of this Exhibitor Contract.

**Exhibitor Representative's Responsibility:** Each exhibitor must name at least one person to be his representative in connection with installation, operation and removal of exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible.

**Exhibit Care:** Exhibitors are responsible for keeping exhibits clean and orderly, notifying the Sponsor of special or unusual maintenance needs within the Exhibitor's exhibition area. Trash must be placed in canisters for pick up at the close of the show.

**Attendance:** The Sponsor shall have sole control over attendance policies at all times.

**Sound Devices:** The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside the confines of the exhibit booth.

**Music in Booth:** Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source i.e., BMI, ASCAP. Evidence of an agreement must be available for review upon request.

**Rescheduling of Show Policy:** Certain events can preempt the Festival, i.e., acts of God, police action, governmental emergency use of buildings, major sports events, discretion of management, etc. If the Festival is not held within 365 days of the original dates all Festival fees will be returned, except as noted in Rule 29.

**Show Logistics:** If necessary, detailed data, in the form of an Exhibitor's Information Kit, will be mailed to each exhibitor in ample time for advance planning. The Kit will contain information regarding shipment, labor, electrical services, rental items, Show hours, etc. If necessary, service order forms for all available services will be included and should be returned promptly.

**Sub-Leasing:** Exhibitors may not sub-let their space, nor any part thereof, or invite other firms or individuals into their booth space without written prior approval of the Sponsor.

**Security:** If necessary, the Sponsor will employ reputable security during the course of the Festival. The duty of the security will be to protect the general exhibit against fire or other catastrophes. Neither the Sponsor, Festival Management, nor the owners or lessors of the Festival premises will assume any responsibility for exhibitor's personal property. It is suggested that the exhibitor insure his property against loss and theft.

**Fire & Safety Laws:** Federal, State, County, and City Laws must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with fire department and underwriter's rules. Smoking in exhibits is forbidden. Crowding will be restricted. Exhibits cannot block aisles and fire exits. No decorations of paper, hay or straw, pine boughs, leafy decorations or tree branches are allowed. See additional fire regulations of Festival Management, and local Fire Marshall.

**Cancellation of Show Exhibit Space:** 50% of the total exhibit space cost is due upon assignment of space unless specifically noted. In the event of cancellation, this deposit is not refundable. 60 days prior to the Festival, the total exhibit space cost is due, unless specifically noted. In the event of cancellation, this booth space payment is not refundable.

**Non Guarantee:** The Sponsor shall remain free of harm of product sales, attendance, exclusive privileges or exhibitor successes.

**Collection:** If suit is instituted by the Sponsor to collect past due amount, Exhibitor agrees to pay actual costs and expenses of collection in addition to court costs and reasonable attorney fees and interest at the maximum rate permitted by law.

**Unoccupied Space:** In the event Exhibitor has failed to occupy the space contracted for by Noon, the day of the event, the Sponsor shall have the right to utilize such space in any manner it chooses; Exhibitor shall be entitled to no refund.

**Representation:** No representations are/have been made by the Sponsor unless in writing.

**Sales Licenses:** If Exhibitor plans to sell merchandise on the premises, Exhibitor shall be responsible for complying with City, County and State licensing and tax requirement.

**Acts of God, Fires, Strikes, Etc:** In the event that any outside cause, such as war, fire, strike, or other emergency, prevents the Festival from being held, the Festival Management may retain such part of exhibitor's rental as shall be required to recompense management for expenses incurred up to the time such contingency shall have occurred.

**Regulation Compliance:** Exhibitor shall utilize the premises in an orderly manner and in compliance with all present and future applicable Federal, State and local statutes, ordinances, rules and regulations.

**Amendments to Rules:** Any and all matters or questions not specifically covered by the preceding rules and regulations shall be subject solely to the decision of the Sponsor. The Sponsor may amend these rules and regulations at any time and all amendments so made shall be binding on exhibitors equally with the foregoing rules and regulations.