

# *Rules & Regulations for Spirit West Coast Food Vendors 2013*

## Contract

The application and agreement properly executed by a Food Vendor shall, upon written acceptance and notification by Spirit West Coast, constitute a valid and binding contract between Food Vendor and Spirit West Coast.

## Assignment of Booth Space

All applicants are required to fill out and sign the enclosed Food Vendor Application/Agreement and mail with proper payment enclosed. Spirit West Coast reserves the right to refuse any Food Vendor applications including applications that do not meet the standards set for the Festival. Applicants who are not approved will receive a full refund.

*Location requests may be considered, but SWC cannot guarantee a specific location prior to the event.*

## Cancellation Policy

If the cancellation of a Food Vendor Booth Application/Agreement is desired, SWC must receive the written request for cancellation on or before May 24, 2013. Food Vendors, whose written request for cancellation are received by SWC on or before May 24, 2013, will be refunded all application fees, less a **\$100 cancellation fee per booth space. No refunds provided after May 24, 2013.**

## Health Permits

Vendors are responsible for their own health permits. **FOOD VENDORS MUST ADHERE TO MONTEREY COUNTY DEPARTMENT OF HEALTH FOOD GUIDELINES AND ARE REQUIRED TO PURCHASE A TEMPORARY FOOD FACILITIES PERMIT, AS STATED IN THE GUIDELINES.** A separate health permit is required for each booth location. Sanitation procedures and guidelines (hand washing, pot washing) must be followed. All open food must be served out of a netted (enclosed) booth. Vendors will not be allowed to open until approved by the Monterey County Health Dept.

## Sales Tax

EVERY FOOD VENDOR MUST REGISTER WITH THE STATE OF CALIFORNIA BOARD OF EQUALIZATION. For more information, please contact the State Board of Equalization at 1-800-400-7115 or the Monterey County office at 831-443-3003. Payment of sales tax is the responsibility of the Vendor. **Spirit West Coast will submit a list of all commercial Food Vendors to the State Board of Equalization** prior to the Festival to confirm seller's permit number. A STATE OF CALIFORNIA, STATE BOARD OF EQUALIZATION, COPY OF SELLER'S PERMIT MUST BE INCLUDED WITH YOUR APPLICATION.

## Operations

EVERY FOOD VENDOR WILL PAY A SALES COMMISSION OF 20% TO SPIRIT WEST COAST. On Saturday between 10 p.m. and 11:30 p.m., Food Vendor will close-out (settle) with SWC Finance at the SWC Exhibitor/Vendor Office. The 20% sales commission due SWC should be figured on TOTAL gross sales less the basic booth fee as of Saturday, August 3, 2013 at 10:00 p.m. Sales tax will be excluded from the commission calculation. Attached you will find a blank reconciliation form to use for your close-out on Saturday night. Please study it and understand it. The Saturday night reconciliation process will go much smoother if you have prepared your form prior to settlement.

SWC or Laguna Seca **will not ship or receive** any products to or from the event. All remaining product and display items must be removed from the grounds by 10:00 a.m., Sunday, August 4. Food Vendors cannot ship product in advance to SWC.

SWC will provide a Food Vendor coordinator to assist in any needs that may arise during the event.

**Only items specified on the approved Food Vendor Application will be permitted to be sold.** Please provide a detailed listing. We endeavor to produce a quality event; however, SWC does not guarantee the number of attendees or potential sales.

SWC reserves the right to limit the sale of items which may duplicate other Vendors.

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## Operations (continued)

### **Ice may be purchased from SWC.**

Food Vendors will provide their own portable wastewater removal system. Sewage hookups are not available.

Food Vendors cannot sell water or soft drinks in any form except those purchased through SWC. There will be a soft drink exclusive sponsor. SWC also has the exclusive rights to sell bottled water and soft drinks. Food Vendors are encouraged to buy water and soda from SWC to sell at their booths. Ice, water and soda purchasing procedures will be sent to Food Vendors with their copy of the approved Food Vendor Application/Agreement.

Any Food Vendor using any type of heat generating appliance is required to have a fire extinguisher.

Food Vendors **MUST** keep their sales area clear of empty boxes and trash (crush your boxes). Storage or work areas behind booths must be kept orderly and in some cases (depending on location) are required to be enclosed.

## Electrical

The majority of electrical power at SWC is provided by generators, which are subject to voltage irregularities and power surges. Food Vendors are responsible for providing their own power surge protection and UL listed extension cords. SWC is not responsible for damage resulting from power surges. Vendors are not allowed to share electricity.

## Restriction of Use

No Food Vendor shall sublet, assign or share any part of the space allocated to him without the written consent of SWC. Materials or literature may not be sold or distributed outside of your booth space and must be from the vending organization only. Collection or solicitation of donations is prohibited at all times.

## Tickets

Each Food Vendor will receive 3 full-event wristband tickets (or 3 single-day wristband tickets for each day)

for persons who will staff the exhibit booth. Six additional tickets for food vendor staff may be purchased at a discounted price of \$26 (per ticket, per day) **OR** two full- event tickets may be purchased at a discounted price of \$60 (per full-event ticket) from the **SWC Administration Office** by calling **408.377.9232**.

## Set Up

Booth set up (load-in) time is between **10 a.m. – 4 p.m.** on **Wednesday, July 31** (vehicles will be permitted on the grounds during this time only). **DO NOT ARRIVE BEFORE 10:00 a.m.**

Food Vendor will be issued one on-site load-in/load-out vehicle permit to be used for that purpose only. After load-in/load-out, the vehicle must be moved. Vendor locations are not vehicle accessible during general public hours of 9:00 a.m. to midnight. **NO PARKING WILL BE ALLOWED ON VENDOR ISLAND.**

SWC will provide Food Vendor one parking pass to the Exhibitor or VIP parking area Additional vehicles from your organization must use general parking.

Vendor spaces are based on the footage you purchase. No items are allowed to go beyond your space. A 10' wide space is exactly that and all equipment must fit into the space. Extra space occupied (when available) will have to be paid for prior to the event at \$10/foot.

## Operating Hours

Food Vending Schedule: (Times subject to change)

Wed.	8:00 p.m. – 11:30 p.m.
Thurs. – Sat.	9:00 a.m. – 11:30 p.m.

All booths should be open and staffed during these hours.

## Tear Down

Food Vendors can begin manual load-out after 11:30 p.m. on Saturday, August 3. Vehicles will be allowed on the grounds from Midnight to 1:00 a.m., Sunday, August 4. **Absolutely NO vehicles will be allowed on Vendor Island before midnight.** Food vendors **MUST** dispose of all trash in proper trash bins prior to departure. The

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Food Vendor area will re-open for load-out purposes Sunday, August 4 at 8:00 a.m. and everything must be cleared by 10:00 a.m. Security will not be provided after 8:00 a.m on Sunday.

All product and furnishings must be removed from the grounds by 1 p.m.

## **Security and Insurance**

Vendors are responsible for their own business license and insurance.

The Food Vendor areas will be secured each night, Wednesday through Friday, between midnight and 8:00 a.m. and Saturday night between 1:00 a.m. and 8:00 a.m. (There will be absolutely no admittance between these hours, even to Food Vendor's own booth.)

SWC will not be responsible for loss, theft or damage of any property at any time. All Food Vendor staff that are paid employees of Food Vendor (i.e., not volunteers) must be covered by Workmen's Compensation, per state law.

## **Hold Harmless**

Food Vendor agrees to defend and hold harmless Christian Music Today! (sponsor of the festival), its Directors and Staff from all claims and liabilities for bodily injury, property damage or losses incurred by Food Vendor's participation in the event. Food Vendor will provide their own insurance coverage through their own agent. CMT! to be named as additional insured on Exhibitor's insurance certificate. Proof of insurance is required.