

Pier Festival  
**FOOD VENDOR**  
Space Rental Agreement  
July 1, 2, 3 & 4 2012

PLEASE PRINT OR TYPE

This document will serve as an Agreement between the City of Huntington Beach Fourth of July Executive Board and \_\_\_\_\_ (Exhibitor) to reserve and occupy\* tent space on Pier Plaza Proper or the Pier Plaza Parking Lot for dates of July 1, 2, 3 & 4 2012.

**SPACE DETAILS:**

- Space reservations are for all four days of the Pier Festival – July 1, 2, 3 & 4, 2012; no exceptions.
- Set up for the Pier Festival is scheduled on Saturday June 30<sup>th</sup> between 10am – 6pm  
**\*BONUS: set up by 6pm on June 30<sup>th</sup> & you can open and sell until 9pm\***

**Hours of operation:**

- 10am – 9pm – Sunday July 1<sup>st</sup>, Monday July 2<sup>nd</sup>, Tuesday July 3<sup>rd</sup>
- 10am – 10pm – Wednesday July 4<sup>th</sup>
- Exhibitor/Food Vendors must be open during the operation hours of Festival, as listed above

**NOTE: All space reservations are subject to availability**

**SPACE COSTS:**

- Exhibitor-Premium Pier Plaza \$1450 per 10x10 sq ft – Total cost for **4 day reservation**
- Exhibitor-Pier Plaza Proper \$1350 per 10x10 sq ft – Total cost for **4 day reservation**
- Exhibitor/Food Vendor-Parking Lot \$950 per 10x10 sq ft – Total cost for **4 day reservation**

**(Cost includes \$150 for insurance and \$50 for 1 parking pass, this does not include trailer parking)**

**GENERAL SPACE INFORMATION:**

- All tents for Pier Plaza spaces must be rented from Pier Festival Event, any questions or exceptions **must** be approved by Board in writing
- Each tent Rental is **\$125 for the 4-day event**, this includes: 10 X 10 Canopy (4) mesh sides
- **\$25 for 1 table and 2 chairs** YES \_\_\_\_\_ NO \_\_\_\_\_
- Power is limited but available. **Power fee: \$100 for the 4 days for a 120 voltage/20amps (1 outlet per vendor)**
- Pier Festival Event **DOES NOT** provide sinks; **EVERY** Food Vendor must be **SELF-CONTAINED**.
- Vendor understands no telephone or water is provided. Initial ( \_\_\_\_\_ )
- Amplified Music or radios are not allowed unless previously approved by Board

**SPACE RESERVATIONS:**

- Space Location: Premium Pier Plaza ( \_\_\_\_\_ ) qty Pier Plaza Proper ( \_\_\_\_\_ ) qty Parking Lot ( \_\_\_\_\_ ) qty Food Court ( \_\_\_\_\_ ) qty
- Exhibitors in Pier Plaza & Parking Lot, Food Vendors in Food Court in Parking Lot

**TENT(S) RESERVATIONS:**

- Total number of tents needed ( \_\_\_\_\_ ) 10x10@\$125.00 each Cost \$ \_\_\_\_\_
- Electricity \$100.00 Cost \$ \_\_\_\_\_

**SECURITY:**

- Exhibitor understands there is **PERIMETER SECURITY** provided for Pier Plaza and Pier Plaza Parking Lot, as detailed in the General Rules and Regulations for the Pier Festival.

**PERMITS:**

- **Fourth of July Board will provide a City of Huntington Beach permit for the 4-day Event at no cost to your company.**

**GENERAL:**

- Exhibitors and Food Vendors understand all graphics and printed material(s) must be family oriented.
- **Exhibitors and Food Vendors agrees that the City of Huntington Beach and/or the 4th of July Executive Board will not be held responsible for attendance at the event, or makes any guarantee regarding number of sales or profit you might realize at event.**

**EXHIBITORS AND FOOD VENDORS: STATE LAW REQUIRES:**

(R&T 6073) any vendor selling a tangible product or taxable item (food or craft) is responsible for collecting and reporting sales tax to the State Board of Equalization. Each vendor will need to provide the Board with a Copy of their Seller's Permit with their application.

**If Seller's Permit shows a Huntington Beach address, only resale number is necessary.**

**If the vendor's Seller's Permit does not show a Huntington Beach address, the vendor will add Huntington Beach as a sub-location to their existing Seller's Permit. Contact the State Board of Equalization at 949-440-3473 (Irvine Office). A copy of that document must be provided with application.**

**\*Resale Number - \_\_\_\_\_**

**AGREEMENT:**

We \_\_\_\_\_ (Exhibitor) agree to the above Rental Agreement Information and Requirements for the 2012 Fourth of July Pier Festival and will conduct business accordingly.

The Pier Festival Event reserves the right to refuse any Exhibitor application tendered. Acceptance is at the sole discretion of the Board. The Board reserves the right to reject any Exhibitor because of non-compliance.

I agree to abide by the Rules and Regulations pertaining to Exhibitors.

**PLEASE SIGN: \_\_\_\_\_ Date: \_\_\_\_\_**

**PLEASE PRINT NAME: \_\_\_\_\_**

**INSURANCE:**

General Liability Insurance is provided as part of this agreement however, as a vendor, you must provide proof of automobile insurance and worker's compensation insurance per City of Huntington Beach insurance requirements. Please complete the following information in its entirety.

**Vendor Type (please check one): \_\_\_\_\_ Non Food Vendor \_\_\_\_\_ Food Vendor**

**Type of Merchandise (please print): \_\_\_\_\_**

Automobile Insurance (please check one):

\_\_\_\_\_ I will provide proof of auto-insurance coverage (*minimum \$1,000,000 per occurrence for bodily injury, personal injury and property damages*) or,

\_\_\_\_\_ I certify that no vehicle(s) will be used or operated in the performance of the task(s) or event(s) at the 4<sup>th</sup> of July Expo, July 1, 2, 3 & 4, 2012. I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued in connection with or in the performance of said task(s) or events if any vehicle is used. **Initial here: \_\_\_\_\_**

Worker's Compensation Insurance (please check one):

\_\_\_\_\_ I will provide proof of Worker's Compensation insurance coverage (*State statutory limits of \$250,000 bodily injury by disease, policy limit, and \$100,000 bodily injury each employee for accident or disease per occurrence*) or,

\_\_\_\_\_ I certify that in the performance of the activity or work for which this permit is issued, I shall not employ any person in any manner to become subject to the California Workers' Compensation Insurance requirements. I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued under this declaration if I hire any employee(s) or become subject to the provision of the laws requiring Workers' Compensation Insurance. **Initial here: \_\_\_\_\_**

**Company/Organization: \_\_\_\_\_**

**Applicant (Please Print): \_\_\_\_\_ Date: \_\_\_\_\_**

**Applicant Signature: \_\_\_\_\_**

**Title (Please circle) Individual/Sole Proprietor President/Vice President \_\_\_\_\_ Other: \_\_\_\_\_**

# Payment Form

PLEASE PRINT OR TYPE

TRANSACTION #  
TRANSACTION DATE:

### PAYMENT:

#### PLEASE CHARGE MY CREDIT CARD:

Circle one: MASTERCARD

VISA

Card Number: \_\_\_\_\_ Exp. Date \_\_\_\_\_

Three digits on back of card next to signature line: \_\_\_\_\_

Name on Card: (Print) \_\_\_\_\_

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

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

Phone Number: Area Code \_\_\_\_\_ Number \_\_\_\_\_

Fax Number: Area Code \_\_\_\_\_ Number \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

Signature: \_\_\_\_\_

PRINT NAME HERE \_\_\_\_\_

Application Submitted by:

(Please Print Name) \_\_\_\_\_ (Title) \_\_\_\_\_

Amount of Payment \$ \_\_\_\_\_ is enclosed.

**\*\$300 deposit to save spot, non-refundable after May 31<sup>st</sup> (Money Order or Check), balance due by June 1<sup>st</sup>\***

**\*\$50 (cash) cleaning fee deposit due at Check-In on June 30, if area is clean at end of event, deposit will be returned within 2 weeks\***

#### AGREEMENT SUBMISSION:

This Agreement Executed on: Date: \_\_\_\_\_, 2012 by \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

#### CHECKLIST: **ENCLOSED**

Completed Rental Agreement ( \_\_\_\_\_ )

Signed Rules and Regulations ( \_\_\_\_\_ )

Detailed Description and Drawing ( \_\_\_\_\_ )

Full Payment for Space & Tent Rental ( \_\_\_\_\_ )

Resale Number or Copy of Sales Permit ( \_\_\_\_\_ )

#### **IMPORTANT PAYMENT INFORMATION**

CONTACT: Linda Vircks (714) 962-3770, FAX: (714) 962-3770, EMAIL: lindavircks@hotmail.com

**MAKE CHECK/MONEY ORDER PAYABLE TO:**

4th of July/City of Huntington Beach

**MAIL TO:**

4th of July Board

2000 Main Street, 5<sup>th</sup> Floor

Huntington Beach, CA 92648

**NO REFUNDS AFTER JUNE 1<sup>ST</sup>**

PLEASE PRINT OR TYPE  
VENDOR INFORMATION – REQUIRED

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

Contact Person for Event: \_\_\_\_\_

Position: \_\_\_\_\_

Mailing Street Address: \_\_\_\_\_

City State Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ CELL PHONE NUMBER

Phone: \_\_\_\_\_ OFFICE OR HOME NUMBER

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_ 24-Hour Contact Required

Contact Cell Phone: \_\_\_\_\_ 24-Hour Contact Required

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

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_



CITY OF HUNTINGTON BEACH  
2000 Main Street  
Huntington Beach, CA 92648

DECLARATION OF PERMITTEE

I certify that no vehicle(s) will be used or operated in the performance of the task(s) or event(s) for which this permit is granted.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued in connection with or in the performance of said task(s) or event(s) if any vehicle(s) is used.

Signature of Permittee \_\_\_\_\_

Print name \_\_\_\_\_

Company name (if applicable) \_\_\_\_\_

Date signed \_\_\_\_\_



# CITY OF HUNTINGTON BEACH

2000 Main Street, Huntington Beach, CA 92648

## Declaration of Non-Employer Status

The State of California requires every enterprise or business to provide workers compensation insurance coverage. If you have no employees, you may make a declaration to that effect by completing and signing this form and returning to:

City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648

I certify that in the performance of the activity or work for which this permit is issued, I shall not employ any person in any manner so as to become subject to California Workers' Compensation Insurance requirements.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued under this declaration if I hire any employee(s) or become subject to the provision of the laws requiring Workers' Compensation Insurance.

**NAME OF:**

Company / Organization \_\_\_\_\_

Address \_\_\_\_\_

Applicant [please print] \_\_\_\_\_

Title, if any \_\_\_\_\_

Applicant's Signature \_\_\_\_\_

Date Signed: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



Pier Festival  
**FOOD VENDOR**  
Rules and Regulations  
July 1, 2, 3 & 4, 2012

**SPACE & VEHICLE REQUIREMENTS:**

1. **Each Food Vendor is required to be self-contained and pre-approved by the Health Department**
2. **No Motor homes** allowed in Pier Plaza Parking Lot.
3. **NO OVERNIGHT** sleeping in any vehicle or tent on the Pier Festival premises and adjacent parking lots.
4. All Food Vendors must have a valid California Resale License, must be displayed all 4 days.
5. Failure to comply with Health Department requirements will result in cancellation of Festival participation with **NO REFUND**

**PRODUCT REQUIREMENTS / RESTRICTIONS:**

1. **Food Vendor must sell from inside the tent space; you must be within 2 feet of your booth**
2. Exhibitor is responsible for keeping tent space and areas around it clean at all times.
3. Food Vendors are required to use paper or products that are recyclable.
  - a. Prohibited by the City of Huntington Beach: Styrofoam cups, platters, containers, etc to give away to customers
4. Food Vendor must list **all items to be sold** at the Festival for approval by Event Executive Board.
5. **The decisions of the 4th of July Festival Board in all matters of appropriateness are considered final.**

**GENERAL RULES / REGULATIONS**

1. A **valid State of California Resellers Permit displayed inside each space**
2. Under no circumstances are controlled substances allowed in or around the Pier Festival site. **NO PET'S** or you will be asked to leave and not return to the event, with no refund.

**SET UP & TEAR DOWN**

1. Food Vendors vehicles must be removed from Festival area 1 hour after scheduled set up time and will be allowed on grounds for take down as soon as event hours conclude.
  - a. One additional parking pass may be purchased for **\$50-(4 day pass)**.
  - b. Unauthorized vehicles, without permits, **WILL NOT** be allowed to enter Pier Plaza Festival area. NO EXCEPTIONS. Please instruct your employees to arrange to carpool, if necessary
  - c. **On July 4, you and your employees must arrive before 5:30 AM. Pacific Coast Highway will close for the 5K Run and the Parade. No one will be allowed in the parking lot until 12:00 PM. Street parking spaces are very limited; please allow an extra hour to walk to the festival if not parking by 5:30AM**
  - d. **No early tear downs / departures are allowed. NO EXCEPTIONS**

**AGREEMENT TO RULES AND REGULATIONS:**

**I (WE) HAVE READ AND FULLY UNDERSTAND ALL THE ABOVE PAGES OF THIS AGREEMENT AND FREELY AND VOLUNTARILY AGREE TO ADHERE TO ALL TERMS CONTAINED IN IT.**

**Booth owners are responsible for informing all individuals on their participant list of the rules and regulations/ of this agreement.**

Date: \_\_\_\_\_ Exhibitor Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ OWNER / MANAGER