

Cypress Community Festival Association

Presents the

38th Annual Cypress Community Festival

Saturday, July 28, 2018

9:00a.m. - 5:00p.m.

Cypress Community Center / Oak Knoll Park
5700 Orange Avenue



www.cypressfestival.com

Booth Vendor & Information/Application

For a Commercial Application-call Cypress Chamber of Commerce Office - 714 484-6014

Set-up/Take-down Schedule

Vendors may set up on Friday, July 27, 2:00 - 8:00 p.m. and/or Saturday, July 28, 6:00 - 8:45 a.m. **Vendors must unload and park their car in the vendor parking lot before setting-up.** All vendors need to be set-up prior to 8:45 a.m. **Vendors' cars will not be allowed on the festival grounds after 8:00 a.m or before 5:30 p.m. on Saturday, July 28.**

Booth Categories/Fees

All vendors must complete and return the booth application form. Non-profit food vendors must also complete request for electrical needs. **All spaces are 10'x10'.**

Craft/Artisan Booth-Hand crafted or artistically altered by YOU the vendor. (NO FOOD-No exceptions)

\$65.00 Cypress Resident

\$60.00 Cypress Resident Senior (60 & over)

\$70.00 Non-Resident

Game Booth - Non-profit Organization (Located in the Kids Area)

\$55.00 Cypress Based Organization

\$65.00 Non-Cypress-Based Organization

Information Booth - \$35.00 Non-Profit Organization

Food Booth - \$55.00 Non-profit Organization

Additional \$40.00 per outlet (total of 20 amps). Electrical Outlets--LIMITED SUPPLY-for food booth vendors only. Must bring at least one 50' heavy-duty extension cord.

GENERATORS are PROHIBITED

Independent Speciality Booth - \$80.00

Defined as services or goods and subsequently conduct the service or exchange goods during the Cypress Community Festival hours. Does not offer goods that correspond to the definition of the Craft/Artisan Booth Vendor. A home-based business that does not have a store front nor is affiliated (subsidiary, logo'd etc.) with any commercialized entity. A store front includes any retail location (permanent or temporary) where customers can walk into or up to in order to buy services or goods.

Signs: Signs may not be any larger than the booth! Signs should identify type of activity or food and the sponsoring organization. Letters must be a minimum of 2" in height. **NO EXCEPTIONS.**

Duplication: Duplication of individual food and craft items may occur throughout the Festival. The Cypress Community Festival Association, Inc., reserves the right to limit duplication of product services.

Literature: Dissemination of any literature is limited within the confines of the booth that the individual or organization has rented.

Unloading/Loading/Parking: No assistance will be available. Booth assignment, one unloading permit pass, map, and parking instructions will be sent by mail prior to the Festival. **NOTE: All vehicles must be cleared from the Festival site by 8:00 a.m. and parked in the designated parking area. FIRST COME, FIRST SERVED!** Vendor parking is limited. Vendors' cars will not be

VENDORS MUST PROVIDE THEIR OWN TABLE(S), CHAIR(S), AND/OR CANOPY.

Due to Festival layout, specific site requests will not be accommodated

Fire Extinguisher: All food booths that are cooking food, MUST have a fire extinguisher in their booth at all times. Vendors must provide their own fire extinguisher.

Due to safety issues, **BURNING OF CANDLES OR INCENSE WILL NOT BE ALLOWED.**

Cancellation/Refund: Requests must be made in writing and mailed to: Cypress Festival Association, Cypress Chamber of Commerce, c/o Cypress College, Attn: Booth Refund, 9200 Valley View Street, Business Building Room 101, Cypress, CA 90630 and must be received no later than July 6.
REFUNDS AFTER THIS DATE will be made on a case by case basis.

DESCRIBE, LIST AND PROVIDE PHOTOS FOR ALL ITEMS TO BE SOLD. Be specific and utilize additional paper if necessary. Only items described are to be sold.

IMPORTANT: SUBMISSION OF PICTURES WITH THE APPLICATION IS MANDATORY FOR CRAFT/ARTISAN VENDORS & INDEPENDENT SPECIALITY CORNER VENDORS. Upon request, your picture will be returned on Festival day.

The Booth Committee has the right to prohibit any items(s) of the CRAFT/ARTISIAN merchandise that is NOT approved to be hand crafted or artistically altered by the vendor. Vendors will be asked to REMOVE such items. The Independent Speciality Corner application will be scrutinized to determine appropriateness whether or not the business meets the criteria described in definition. Only items listed on the APPROVED application can be sold. The decision of the Booth Committee will be final.

Should you have questions, please email cypressfestivalassn@gmail.com

Limited Spaces Available - Sell-out conditions exist

www.cypressfestival.com

Make all checks payable to the Cypress Community Festival Association.

APPLICATION DEADLINE IS JULY 6 or until filled on a first-come, first- served basis.

After June 29, only Cash or Money Orders will be accepted for Applications.

No Refunds after June 8. A fee of \$25.00 will be charged for any returned checks.

NON-PROFIT & COMMERCIAL FOOD BOOTH-Health Care Agency Information

In an effort to keep commercial food vendors out of the Non-Profit food area, Non-Profit Organizations MAY NOT contract with professional, profit-making food vendors for Festival food booth service.

An Orange County Health Care Agency application will be mailed to you upon receipt of your application. Each food vendor will be responsible for completing all forms and returning them to the Health Care Agency. If you have questions relating to the Health Care requirements, call (714) 433-6140. These forms are available in other languages.

Non-Profit vendors need to include the following with their forms:

- * Letter on your organization's letterhead
- * Documentary proof of non-profit status
- * Application

Forms must be on file with the Health Care Agency prior to Friday, July 6.

Due to Festival layout, specific site requests may not be accommodated

Please Print Legibly

Booth Application Form

Date: _____ Phone: () _____ - _____ Booth Type: _____ Fee: \$ _____

Business Name: _____ Seller's Permit # : _____

Contact Name: _____ Total Fees enclosed: \$ _____

Address: _____ City: _____ State: _____ Zip: _____

E-Mail Address: _____ Product to be sold: _____

FOOD BOOTHS: Commercial food vendors are not allowed in the Non-Profit food area. Non-Profit Organizations MAY NOT contract with professional profit-making food vendors for Festival booth service. _____ one electrical (20 amp. breaker) One per booth _____ Indicate total amperage. Fee:\$40.00

I have read the enclosed information, understand my financial obligations and agree to comply with Festival policies and decisions.

Signature _____ Date _____

CYPRESS COMMUNITY FESTIVAL WAIVER, RELEASE AND INDEMNITY AGREEMENT

In exchange for participating in this activity I hereby agree on behalf of myself and my spouse, parents, children, family, employees, agents, heirs, estate, executors, representatives, administrators, insurers, successors and assigns, distributees, guardians and/or other legal representatives (collectively the "Releasing Parties") to fully release and to not make any claim against, file a lawsuit against, attach the property of, or prosecute the Cypress Community Festival Association, Cypress Chamber of Commerce, City of Cypress (the "City") and/or the Cypress Recreation and Park District (the "District") (collectively the "Released Parties") and/or either of their employees, officers, elected and appointed officials, volunteers, boards, departments, agents, contractors and/or anyone else acting on its/their behalf for any and all claims, causes of action, including, but not limited to, emotional distress, bodily injury, death, or property damage arising out of any actions by any of the Released Parties employees, officers, elected and appointed officials, volunteers, boards, departments, agents, contractors and/or anyone else acting on the Released Parties' behalf in connection with the Cypress Community Festival (the "Festival"). I UNDERSTAND THIS RELEASE SHALL BE EFFECTIVE EVEN IF THE LOSS, DAMAGE OR INJURY WAS NOT FORESEEABLE OR RESULTS, IN WHOLE OR IN PART, FROM THE NEGLIGENCE OF THE RELEASED PARTIES AND/OR ANY OF THE ABOVE PERSONS.

I understand that my participation in certain activities during the Festival could involve the risk of serious injury and even death, and I agree to assume any and all risk of serious injury or death in participating in those activities. In case of accident or other emergency, personnel of the Released Parties and/or their agents, are hereby authorized to secure medical care deemed necessary by them, as a result of that accident or injury, for me at my cost and expense. I further agree to indemnify and defend the Released Parties and/or their employees, officers, elected and appointed officials, volunteers, boards, departments, agents, contractors and/or anyone else acting on its/their behalf and to pay for any and all costs incurred (including, but not limited to, medical treatment, pain and suffering, emotional distress, any settlement paid or judgment, legal costs and/or attorneys fees) as a result of any injury and all claims of any nature that I and/or the Releasing Parties caused to another participant and/or the Releasing Parties conduct at the Festival. I further consent to the use of activity/event photography and/or video taping of me and the display of those pictures of me for promotional use, including on the Released Parties website and social media sites.

By signing below, I acknowledge and represent that I HAVE READ THIS AGREEMENT CAREFULLY, I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS. No oral representations, statements or inducements, apart from this written agreement, have been made. If any portion of this agreement is declared invalid by a court, the remainder shall continue in full force and effect. Where this agreement is signed by a parent or legal guardian on behalf of a minor, the use of the word "me" in this agreement shall include and bind the minor, and the use of the word "I" in this agreement shall include the parent or legal guardian acting on behalf of and binding the minor to this agreement.

IF 18 YEARS OF AGE OR OLDER: I declare under the penalty of perjury under the laws of the State of California that I am eighteen (18) years of age or older and am fully competent to sign this agreement. IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, by signing below, I declare under the penalty of perjury under the laws of the State of California that I am the parent/legal guardian for the minor participant herein and am authorized to sign this agreement on their behalf:

If signing for a company/entity, the person executing this agreement on behalf of that party represents and warrants that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this agreement on behalf of said party and to bind that party, including its members, agents and assigns, (iii) by so executing this agreement, such party is formally bound to the provisions of this agreement, and (iv) the entering into this agreement does not violate any provision of any other agreement to which said party is bound.

Print Name: _____ Company/Entity Name: _____

Signature: _____ Date: _____

THIS AGREEMENT MUST BE SIGNED BY ALL FESTIVAL VENDORS

Return your application with your payment. Make check payable to the **Cypress Community Festival Association**. Mail to Cypress Community Festival, Cypress Chamber of Commerce, c/o Cypress College, Attn: Booth Committee,