Food Vendor Application

(Commercially pre-packaged foods, Beverages, Prepared Foods)

REGISTRATION DEADLINE JANUARY 29, 2022

Business Name_____Email:_____
Please print Please print clearly

Address_____
Mailing address City Zip

Contact Person_____Phone (____) _____

Driver's License # and State_____ Birth date_____

Health Permit # FA _____ **(REQUIRED by Kern County Health Department)**

Complete list of items being sold:_____

_____

A MUST: You must contact the **Health Department in Bakersfield**, 1-661-862-8726 for any permits, particulars, etc. **before** you set up your booth.

Please fill out the state Board of Equalization Form 410-D and mail to us.

KERNVILLE CHAMBER MEMBER $275	**NON-MEMBER $350**	**Quantity of spaces**_____	**$**
$50.00 per 15-amp single circuit. If you require more amps, then you will need to purchase additional circuits. Electricity where available is extremely limited.		Quantity of circuits_____	$
$50 penalty if you do not have "Additionally Insured Certificate" (see details line 1 vendor agreement)			$
$100 deposit (no exceptions). Please see attached CANCELLATION & REFUND POLICY			$100
Grand Total Enclosed (NO personal or business checks accepted)			$

Each exhibitor will furnish their own booth built to Health Department Code.

_____ Initial that you have read the "Temporary Food Facility Guidelines".

Completed application must include:

1. Full payment
2. Insurance Certificate: You must furnish the Chamber with a Certificate of Insurance in the amount of $1,000,000 stating: "Kernville Chamber of Commerce, its Officers, Directors, Employees and Agents are Additional Insured".
3. Signed Vendor's Agreement, Indemnity Agreement, and BOE410D form.
4. FA # from your Temporary Food Facility permit.
5.

Absolutely No Cash or Personal Checks Accepted

Debit or Credit Cards Accepted

Make Money Orders or Cashier's Checks Payable
To: Kernville Chamber of Commerce
P O Box 397
Kernville CA 93238

For Office Use Only

Space Location and #_____
Date Received _____
Amount Received $_____
Ins Cert Received Yes_____**No**_____
Electric Paid___**410-D Form**____**FA#**_____
Office Signature_____

Vendor Selection Policy

1. The Kernville Chamber of Commerce Board of Directors approves all vendors in this order:
    1. Chamber Member
    2. First Right of Refusal
    3. Year-Round Local Vendor (Kern River Valley)
    4. Outside Vendor (based outside of Kern River Valley)

2. **Kernville Chamber of Commerce Members** will have top priority in placement at all spaces, including Food Booths and Craft/Commercial locations.

3. **First Right of Refusal.** If a vendor attended the previous year and wants to return, they have the right to do so providing they turn in their application before the deadline and are a Chamber member. First right of refusal is voided if the vendor is *NOT* a Chamber member and an incoming vendor is a Chamber member.

4. **Year-Round Local Vendors** have priority over outside vendors if the above two criteria (bullet 2 and 3) are not met.

5. We reserve the right to limit the number of vendors selling similar items or services. This number will be determined by the Board of Directors based on each event and the type of service.

6. In cases of duplication, priority goes in the order listed under bullet 1 above.

7. Registration completed after the deadline will be accepted *ONLY IF* space is still available and the products offered enhance the overall vendor mix. A $50 late fee will also be assessed.

8. Vendors will be notified of acceptance at least 6 weeks prior to the event.

9. The Kernville Chamber of Commerce reserves the right to reject a vendor with a majority vote if the decision is made that there is reasonable cause for the vendor not to attend.

WHISKEY FLAT DAYS™ **HOSTED BY THE** KERNVILLE CHAMBER OF COMMERCE

February 18 - 21, 2022

REGISTRATION DEADLINE JANUARY 29, 2022

Vendor Agreement

1. Payment in full must accompany your application along with your Certificate of Insurance stating: The "Kernville Chamber of Commerce, its Officers, Directors, Employees, and Agents are Additional Insured". Liability must be a minimum of $1 Million. Without a Certificate of Insurance your FEE will be $50.00 per space. This FEE is not insurance, it is a penalty. Your space will not be confirmed until all monies are received, and insurance requirement is in order.

2. Photos MUST accompany application, even if you have been here in the past, showing all items you will be selling. If you bring nuisance or inappropriate items, you may be asked to remove them. All items for sale are subject to approval before the event. All booths will be closely monitored for quality.

3. Flags or banners that will obstruct the view of other spaces may not be put up.

4. ANY MERCHANDISE INCLUDING, BUT NOT LIMITED TO, BASEBALL CAPS, WESTERN HATS OR SHIRTS OF ANY KIND WITH WORDS "WHISKEY FLAT DAYS" ARE NOT ALLOWED TO BE SOLD. NO EXCEPTIONS.

5. Spaces should always be occupied and remain open Friday-Sunday evening, Monday is optional. 12 noon to dusk on Friday, 9am-6pm on Saturday & Sunday, and 9am to 1pm on Monday. (If you need a break please contact event staff. Any Booth packed up before 6PM on Sunday WILL forfeit their $100 deposit & considered last in line in filling spaces in future events.

6. No electric heaters are permitted.

7. There is "NO PARKING" around Circle Park, along Frontage Road and Riverside Park. However, you may park for no more than 30 minutes to load and unload in the morning and evening. THIS WILL BE STRICTLY ENFORCED. Parking will be allowed on Kernville Rd. except during the parade on Saturday. No double parking will be allowed. We have been advised by the Highway Patrol that traffic citations will be issued.

8. Although roving security will be present Friday, Saturday and Sunday evenings, each vendor is solely responsible for their own booth, products, and personal effects.

9. Please keep your area clear of trash, debris, etc. Trash receptacles will be available near the sites. Vendors may NOT deposit cooking grease or oils in trash cans or dumpsters – Yuck! When depositing large boxes, please make sure they have been flattened and DO NOT leave them at your sight when you leave. You will forfeit your $100 deposit if your booth space is left with trash. NO exceptions.

10. We love dogs but cannot encourage them. If a dog is along, it must be leashed, or animal control may collect it.

11. Each vendor is responsible for securing their own electrical cords throughout Circle Park and Riverside Park where the public has access.

12. Booth locations are assigned on a first come first serve basis. We will do our best to honor all requests. However, a request does not guarantee booth location. See attached "Vendor Selection Policy"

13. ATTENTION! You MUST stay within your own allotted space. If you payed for 10x10 you stay in a 10x10 NO SPRAWLING, NO EXCEPTIONS. We are monitoring this closely. Violators will forfeit their deposit and may not be invited back to future events.

14. Cancellation and Refund information see attached "Cancellation & Refund Policy"

Vendor Agreement: I have read all the above and agree:

Print Name	*Signature and Title	Date

SWAP MEETS, FLEA MARKETS, OR SPECIAL EVENTS CERTIFICATION

People who sell merchandise in California are generally required to hold a seller's permit.

You **may not** sell at this event unless you have a seller's permit or are not required to hold a permit. You are required to have a permit if you are selling, even temporarily, new or handcrafted items or used items you purchased for the purpose of reselling to others. You are not required to hold a permit if you are only making "occasional" sales, selling products that are not taxable when sold at retail, or selling on behalf of a section 6015 retailer.

You may electronically register for a seller's permit at no cost to you by visiting our website at *www.cdtfa.ca.gov.* To find a California Department of Tax and Fee Administration (CDTFA) office near you, call our Customer Service Center at 1-800-400-7115 (TTY:711) or visit our website. If you obtain a temporary seller's permit, the business address on your temporary permit should be the address of the temporary selling location and the mailing address should be your permanent place of business or residence.

Occasional and Nontaxable Sales—Occasional sellers are usually people who are not required to hold a seller's permit because they will not be making a series of qualifying sales. A person who has cleared their garage of used items *accumulated for their own use* and who sells *only* those items would usually qualify as an occasional seller, provided they make sales no more than twice in a 12-month period. Some sellers who make only nontaxable sales are also not required to hold seller's permits. Examples include sellers of fresh produce or other cold food products sold "to go." Please note, however, some food sales are taxable, including sales of food for consumption in places where admission is charged.

Section 6015 Retailers—Revenue and Taxation Code section 6015 relieves certain individuals of the requirement to obtain a seller's permit when: (1) the product supplier is a CDTFA approved section 6015 retailer, (2) the product supplier reports and pays tax on the actual "retail selling price," (3) the individual is selling only those items purchased from the section 6015 retailer, and (4) the individual provides the name of the product supplier. Typical section 6015 retailers include multi-level marketing retailers that solicit sales through a network of individual salespeople/representatives (for example, Avon, Tupperware).

Verification of a seller's status is required by law. Please complete all four sections of this form. Please print.

1. EVENT INFORMATION

EVENT NAME AND PLACE

EVENT DATE(S)	TABLE/BOOTH/LOCATION ID NUMBER

2. VENDOR/EXHIBITOR INFORMATION

OWNER'S NAME

MAILING ADDRESS *(street number or P.O. box)*

(city, state and ZIP code)	TELEPHONE NUMBER ( )

DRIVER LICENSE NUMBER OR STATE ID NUMBER AND STATE

TYPE OF BUSINESS, DESCRIPTION OF ITEMS TO BE SOLD/DISPLAYED

3. STATUS—*Check appropriate boxes, and provide requested information*

☐ I hold a valid seller's permit. My number is: **S** _____

☐ No sales of tangible personal property are being made or solicited at this event.

☐ I am not required to hold a seller's permit because:

- ☐ My retail product sales are not subject to tax
- ☐ My sales are exempt occasional sales
- ☐ I sell on behalf of a section 6015 retailer _____

4. CERTIFICATION—*Partners/additional sellers, complete a separate copy of this form*

The above statements are certified to be correct to the best knowledge and belief of the undersigned.

NAME *(type or print)*	TITLE
SIGNATURE	DATE

See reverse for disclosure information.

INDEMNITY AGREEMENT: As the undersigned vendor applicant , I agree, on behalf of myself (and my heirs, devisees, representatives and assigns) to indemnity, defend and hold harmless the Kernville Chamber of Commerce, its officers, boards, employees and agents (to the fullest extent authorized by law) from all losses, damages, injuries, death, claims, suits and expenses, including attorney's fees, of any type or nature arising out of or relating to my/our presence on (or access to) properties where the Whiskey Flat Days event is held. I further understand that liability insurance protection is solely my responsibility and no coverage for my sole negligence and liability is provided by the Chamber's insurance policy.

I have read all the above (in addition to the Vendor Guidelines) and agree:

_____	_____	_____
Print Name	*Signature and Title	Date

*Signatures Required: Sole Proprietorship – sign as owner
Corporation-Officer
Limited Liability Company-Managing Member
Partnership – General Partner

Please Print

CREDIT CARD PAYMENT SLIP

BILLING ZIP CODE

Establishment or Business Name: _____

Charge my Credit Card: ☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS **Amount of Payment $**_____

Card # Expiry Date Month Year

CVV
(3 DIGITS ON BACK

Name of Card Holder _____ Tel. # ( ) –
First Name *Last Name*

I AGREE TO PAY THE TOTAL AMOUNT DUE PLUS ANY APPLICABLE PENALTIES SHOULD THERE BE A BREACH IN THE VENDOR AGREEMENT.

CARDHOLDER SIGNATURE:_____**DATE:**_____

Cancellation & Refund Policy

EVENT CANCELLATION BY HOST

The Kernville Chamber of Commerce reserves the right to cancel an event due to circumstances that would make the event non-viable.

If the Kernville Chamber of Commerce cancels an event, registrants will be offered a full refund.

If an event is postponed, registrants will have the option of receiving a full refund or transferring registration to the same event at the future date.

The event registration is non-transferable.

EVENT REGISTRATION CANCELLATION BY PARTICIPANT

The deadline to receive a refund for cancellation is as follows:

- 30 days prior to event - 100%
- 29 - 15 days prior to event - 50%
- Within 14 days prior to the event - 0%

Cancellations will be accepted via phone or email but must be received by the stated deadline.

All refund requests must be made by the attendee or credit card holder.

Refund requests must include the name of the attendee.

Refunds will be credited back to the original credit card used for payment.

The event registration is non-transferable.

DEPOSIT REFUND INFORMATION:

Refund will be returned at end of event if your space was left clean & you did not leave event early.

Credit Card refund 7 – 10 days.

Payment made by Money Order & Cashier Check; refunds will be distributed by check on the last day of event at the Info Booth.