

2016 General Vendor Guidelines



Saturday, September 17, 2016 from 12:00 NOON to 8:00 PM
Emerald Glen Park located at Tassajara Road and Gleason Drive in Dublin, California
Deadline for Applications is August 26, 2016

GENERAL INFORMATION

Applications are now being accepted for **Splatter**, the City of Dublin's celebration of the fine wine, the diverse cuisine and the unique creative culture of the Tri-Valley region.

VENDOR CATEGORIES The City of Dublin accepts vendors in the following categories for this event:

Arts and Crafts Vendors must apply through Williams Ltd.

Fine, handcrafted, unique and one-of-a-kind arts and crafts or culinary and wine-related merchandise

- Please contact Williams Ltd. at (775) 324-6435 or <http://www.williamsLtd.com/> for application and fee information.

Food Trucks must apply through "Food Truck Mafia"

There are limited Food Truck opportunities at this event.

- Please contact April Bibbens, Event Coordinator at thefoodtruckmafia@gmail.com or (510) 304-4758 for more information.

Food Concessions must use the Food Concession Application

There are limited food booth opportunities at the festival for Food Vendors (those preparing food for consumption onsite) and for Snack Vendors (those selling single items or drinks such as kettle corn or lemonade). Vendors selling pre-packaged items (such as jams or salsas) to take home may apply as a Craft Vendor.

- Approved menus will be strictly enforced in order to avoid excessive duplication.
- Priority will be given to those vendors who offer high quality foods with creative menus; inexpensive "tasting" portions of the most creative offerings; and an attractive booth appearance which will enhance the overall appearance and theme of the event.
- All Food Vendors are required to obtain a Health Permit from the Alameda County Department of Environmental Health.
- Food vendors are encouraged to use serving products which are compostable or biodegradable or recyclable.

Activity Booth must use the Vendor Application

Vendors in this category are defined as those who offer an interactive experience for festival attendees. Examples include: face painting, photo booths, caricature artists etc. The sole operation of your booth must be the activity.

Non-Profit Booth must use the Vendor Application

Spaces are limited. Proof of nonprofit status is required. Applications will be accepted on a first-come, first-served basis, with priority given to Dublin nonprofits. Sales are not permitted. Booth must remain open for duration of event.

APPLICATION PROCEDURE *Application Deadline is August 31, 2016*

1. Please read the Vendor Guidelines carefully and complete the proper application.
2. Please sign and submit any additional forms as needed.
3. Payment:
 - Enclose fees as specified in the application. (Fees will not be deposited until after the applicant has been notified of acceptance into the festival. All other checks will be returned.)
 - Checks, money orders, or cashier's checks should be made payable to **City of Dublin**.
 - Payment by VISA / MASTERCARD / AMERICAN EXPRESS / DISCOVER can be accepted upon request.
4. **Applications can be mailed or delivered in person to the Parks & Community Services Department at:**
Splatter c/o City of Dublin
100 Civic Plaza
Dublin, CA 94568

Or Emailed to:
Stephanie.Mein@dublin.ca.gov

Or Faxed to:
(925) 833-6651
5. Applicants will be notified of acceptance to the festival via email within one week of the application deadline. We will continue to accept applications received after the deadline for waiting list consideration.

EQUIPMENT

Vendors are responsible for supplying their own canopy, tables, and chairs. All booth materials must be in compliance with fire code regulations. If you need to rent a canopy or food tent that meets health and fire standards, you may place your order and submit your payment along with the application.

ELECTRICITY

Electricity at the festival is limited to specific locations. Personal generators are NOT allowed. If needed, vendors must pre-pay for electricity and must supply their own extension cords (minimum of 25 feet) to reach the access point.

FEES

Fees vary based on vendor category. Please refer to the Vendor Application for the fee schedule. Payment is due in full at the time of application. If vendor is not approved, payment will be returned by mail as soon as possible.

NOTIFICATION OF ACCEPTANCE

Accepted vendors can expect to receive a confirmation email by September 1, 2016.

PARKING

Parking at this event is extremely limited. Vendors will be allowed to drive to their booth space at the festival for unloading and then move their vehicles to the designated lots. Detailed information will be provided in the final instructions.

INSURANCE – Due by September 1, 2016

General Liability: All vendors are required to provide a Certificate of Insurance evidencing Comprehensive General or Comprehensive Personal Liability coverage for a minimum of \$1,000,000 per occurrence or \$2,000,000 aggregate naming the City of Dublin, its officers, employees, agents and volunteers as additionally insured.

- The vendor shall provide proof of insurance no later than September 1, 2016.
- The certificate must name: **City of Dublin, 100 Civic Plaza, Dublin, CA 94568** as the certificate holder.
- The Additional Insured Endorsement must include: **the City of Dublin, its officers, employees, agents and volunteers as additionally insured.**

Auto: Vendors must provide a **Commercial or Personal Auto Insurance Declarations page** as proof of auto insurance.

SET-UP INFORMATION

All vendors must complete their set-up and be ready to open for business by the scheduled start time of the festival. Detailed instructions for load-in and set-up will be emailed prior to the festival.

Friday, September 16th

- All vendors are strongly encouraged to check-in and set-up their booth on Friday from 2:00 PM to 7:00 PM.

Saturday, September 17th

- Vendors may arrive as early as 7:00 AM to check-in and set-up. All booths must be up, open, and ready for business by 12:00 NOON.
- Break-down can begin at 8:00 PM.
- Trash bags will be distributed for clean-up. Please leave the site as you found it – free of debris. You can leave trash only if it left properly bagged or in a box.
- You will not be able to bring your vehicle onto the lot until all pedestrian traffic has been cleared and it has been deemed safe for vehicles to enter.
- All items must be off the site by 11:00 PM on Saturday.

EVENT RULES AND REGULATIONS

1. **The Splatter festival is held rain or shine. There will be no refunds due to inclement weather. Please also note that Dublin often experiences windy weather conditions. Please bring weights for your canopy. You are not permitted to tie your canopy to landscaping.**
2. A health permit issued by the Alameda County Department of Environmental Health is required for selling or sampling of any food or beverages. (This includes handing out candy, bottled water, etc.) If the samples of food/drink are open (not completely pre-wrapped), a fully equipped food booth is also necessary.
3. The City of Dublin does not guarantee vendor sales.
4. Vendors, their staff, employees, and agents must comply with all vendor policies, fire codes, laws, ordinances, and regulations pertinent to health, fire prevention and public safety. Failure to comply may result in expulsion from the event without a refund.
5. A limited number of vendors in any category will be accepted to the festival. Decisions are at the sole discretion of the City and based on, but not limited to: the best interest of the festival, history, level of investment, payment, and date of paperwork received. The Festival reserves the right to admit duplicate businesses based on the Festival needs and size. Exclusivity may be extended at the Festival's discretion.
6. Vendor agrees to allow the City of Dublin to take photos of the booth and product during the event. Photos taken may be used in City of Dublin promotions.
7. All booths **MUST** have a tent. Vendors are required to supply their own tent, tables, and chairs, unless rental equipment has been reserved through the City of Dublin.
8. Booth locations are not guaranteed and are made at the discretion of festival management.
9. Handwritten signs are not permitted with the exception of chalkboard signage. A-frame signs outside of the booth are also prohibited.
10. **Exhibitor shall be liable** for delivery; handling, erection and removal of his/her own displays and equipment.
11. All displays, merchandise, equipment and staff **must be contained within the assigned booth space**. No amplified music, walkway solicitation or "barking" is allowed. Staff/Personnel must remain inside the assigned booth. Please note this will be strictly enforced.
12. **Walking the grounds to sell merchandise or hand out fliers is strictly prohibited.**
13. No helium tanks will be allowed at the festival. You may decorate with balloons, however, helium tanks will not be allowed on the festival grounds during the event.
14. The City of Dublin will provide general overnight festival security on Friday and Saturday night; however, the City of Dublin is not responsible for any lost, stolen, or damaged goods.
15. Vendor must obtain written permission from the City prior to using the City of Dublin logo or any logo from the City of Dublin website in connection with their business.
16. The assigned booth space must be occupied and be open during regular festival hours (12:00 Noon to 8:00 PM). In the event that the Exhibitor does not occupy or staff said space, the City is expressly authorized to occupy said space in a manner deemed best for the interest of the festival with no refunds or allowances to the vendor.
17. Vendor may not sublet or apportion booth space to anyone else.
18. Any changes to the menu or merchandise on the approved application must be submitted for written approval.

Vendor Application



Application Deadline is August 31, 2016

Thank you for your interest in the City of Dublin's Splatter event. Please review the Guidelines and Application carefully and complete the application. If you have any questions, please call (925) 833-6645.

Vendor Information

<i>Business Name:</i>	<i>Business Phone:</i>
<i>Contact Person:</i>	<i>Other Phone:</i>
<i>Address:</i>	<i>Fax:</i>
<i>City, State, Zip:</i>	<i>*Email:</i>
<i>California Resale License:</i>	<i>Website:</i>

Activity or Product Pricing

Vendor must submit photos of booth set up and items to be sold. These photos will not be returned.

	\$		\$
	\$		\$
	\$		\$
	\$		\$

Booth Specifications

Please include photo(s) of booth with application. Space is sold in 10' x 10' increments. More than one space may be purchased.

Type of Booth	Number of Spaces	Fee	Subtotal
Activity Vendor		\$150	=
Non-Profit Community Booth		\$25	=
		Total Fees:	\$

Equipment and Electrical Service (if needed)

All vendors are required to use a tent or canopy. Tents should be stable and should be staked or weighted with sand bags or water barrels in the event of windy or inclement weather. Vendors are encouraged to bring their own canopies and equipment but if needed, canopies can be reserved below:

Standard Festival Canopy (10 x 10 foot square)	\$350 each	\$
Table (8-foot x 36" rectangle)	\$50 each	
Folding Chairs	\$10 each	
<input type="checkbox"/> I DO NOT need a canopy or equipment.	Total Fees:	\$
Electrical Service – 20 amps (110 volts) – Form Required	\$50	
Electrical Service – 50 Amps (220 volts) – Form Required	\$100	
<input type="checkbox"/> I DO NOT need electrical service.	Total Fees:	\$

Alameda County Health Permit – REQUIRED (if serving food or beverage)

- All accepted food vendors are required to have a health permit issued by Alameda County. The application can be accessed at http://www.acgov.org/aceh/food/TFF_Application_Booth.pdf or by calling (510) 567-6748.
- Vendor shall be responsible for complying with the Alameda County's health regulations and will be subject to a health inspection. If Vendor's booth fails to pass inspection, Vendor is solely responsible for a re-inspection fee and/or costs associated with closing and removing Vendor's booth from the Event. Re-inspection fee will be collected at the event before booth may re-open.
- Copies of the Pre-inspection/Self Inspection Form can be found at <http://www.acgov.org/aceh/food/Self-inspection-Temporary-Event-Booth.pdf> or by calling (510) 567-6748.

Alameda County Fire Code Activity Form - REQUIRED (if cooking)

- Food vendors are required to meet the California State Fire Marshall code as it relates to your tent, rig, fire extinguisher, etc. Failure to comply may result in closure of your booth. Vendors are advised to refer to the *Fire Code Requirements for Carnivals and Fairs and Tents and Other Membrane Structures Requirements* found on our website under **Forms**.
- Food vendors who will be utilizing any form of flame for cooking or any other purpose must complete the *Fire Code Regulated Activity/Use Application and Permit*. This document can be found at: <http://www.ci.dublin.ca.us/DocumentView.aspx?DID=643> or on our website under **Forms**.

General Vendor Rules and Regulations

- Submittal of completed application does not constitute acceptance into the event by the City. Vendors will be juried following the application deadline. Those accepted will be notified of acceptance with a confirmation email.
- **This is a rain or shine event.** There are no refunds or extended dates due to inclement weather.
- Vendors keep 100% of the gross revenue.
- Any changes to the approved menu, activity or craft items must be submitted and approved by the City of Dublin.
- No private generators are permitted. If power is needed, an Electrical Service Request form is required.
- Walking the grounds to sell merchandise or handout fliers is prohibited. Vendors must remain inside booth space.
- An Alameda County Health permit is required to sell, serve or sample any food or beverage.
- Payment is due at time of application. If the Vendor is accepted, the payment will be deposited. If the Vendor is not accepted, the payment will be returned as soon as possible.
- Vendor must provide their own signage. Signage may not exceed five feet from the top of the tent. **No handwritten signage will be permitted.**
- All fire codes, laws, ordinances, and regulations pertinent to health, fire prevention, and public safety shall be strictly obeyed.
- Vendors are responsible for acquiring a seller's permit from the California State Board of Equalization. **Form BOE 410-D Swap Meets, Flea Markets, or Special Events Certification from the Board of Equalization (attached) must be submitted with application.** Vendors are responsible for submitting their own resale taxes.
- All necessary permits and/or licenses must be properly displayed.
- Each vendor is responsible for their own equipment and merchandise. The City of Dublin will not be liable for any lost, stolen, or misplaced merchandise or equipment at the event.

Required Insurance: Due by September 1, 2016

Liability Insurance: All vendors are required to provide a Certificate of Insurance evidencing Commercial General Liability or Comprehensive Personal Liability coverage for a minimum of \$1,000,000 per occurrence or \$2,000,000 aggregate. The vendor shall provide proof of insurance no later than September 1, 2016.

- The certificate must name: **City of Dublin, 100 Civic Plaza, Dublin, CA 94568** as the certificate holder.
- The Additional Insured Endorsement must include: **the City of Dublin, its officers, employees, agents and volunteers as additionally insured.**

Auto Insurance: Vendors must also provide a **Commercial or Personal Auto Insurance Declarations page** as proof of auto insurance.

Waiver and Release of Liability

1. Vendor acknowledges and understands that participation in the Event involves potential risks that may arise from the actions and inactions of Vendor, other individuals attending the Event, or the City and its officials, employees, agents and volunteers. Vendor expressly agrees to accept and assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from Vendor's participation in the Event, regardless of the cause. Participation in the Event is purely voluntary, and Vendor elects to participate in spite of the risks.
2. Vendor releases the City, its officers, officials, employees, agents, and volunteers ("the Released Parties") and waives all actions, claims and demands that Vendor or Vendor's heirs, executors, representatives, insurers, attorneys, administrators or assigns ("the Releasing Parties") may have or may hereafter have for any personal injury, bodily injury (including death) or property damage that Vendor may directly or indirectly incur while participating in the Event, including but not limited to that incurred as a result of the negligence of the Released Parties. Vendor, on behalf of both Vendor and the Releasing Parties, agrees not to sue the Released Parties on the basis of these waived and released claims.
3. Vendor agrees to comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in the Event.
4. At all times during Event, Vendor, his/her employees and agents shall be independent contractors and not employees or agents of the City. Vendor, and his/her employees and agents shall have no authority, express or implied, to bind the City to any obligation whatsoever.
5. City may terminate Vendor's participation in the Event at any time. City shall not be liable for any costs incurred by the Vendor as a result of such termination by the City.
6. Vendor shall comply with all laws applicable to the performance of the work hereunder, including, to the extent applicable, health and safety regulations. Vendor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, that Vendor may incur as a result of participation in the Event.
7. Vendor represents and warrants to City that Vendor and its employees, agents, and volunteers have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to offer the goods and/or services that Vendor is offering at the Event.
8. Vendor agrees to indemnify, defend, with counsel selected by City, and hold harmless the Released Parties from any and all claims, demands, actions, judgments, damages, liabilities, and costs of any kind, including attorneys' fees, (collectively "Liabilities") arising out of or in any manner related to Vendor's participation in the Event, except to the extent that such Liabilities are caused by the sole negligence or willful misconduct of the Released Parties.
9. The person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on the behalf of the Vendor.

By signing below I agree that I have carefully read the foregoing Waiver and Release of Liability and fully understand its contents. I am aware that this is a release of liability and I sign it without inducement. I also have read the Vendor Rules and Regulations included in this "Vendor Guidelines and Application" and I agree to comply with all conditions.

Signature

Name (Printed)

Date

Completed Applications and Payment must be submitted by August 26, 2016 to:

**Mailed or delivered in person to:
Parks & Community Services at:
Splatter c/o City of Dublin
100 Civic Plaza
Dublin, CA 94568**

**Emailed to:
Stephanie.Mein@dublin.ca.gov**

**Faxed to:
(925) 833-6651 c/o Stephanie Mein**