

# **ANNUAL BENICIA PEDDLERS' FAIR ~ Since 1963**

## **TERMS AND CONDITIONS AGREEMENT**

### **Saturday, August 12<sup>th</sup>, 2017**

This Agreement shall be made upon acceptance by the PEDDLERS' FAIR COMMITTEE of ST. PAUL'S HISTORIC TRUST hereinafter called COMMITTEE, of the application of the VENDOR.

1. COMMITTEE shall provide VENDOR with a reserved space approximately 12'x15'.
2. The term of use of this reserved space is from 2:00 a.m. until 5:30 p.m. on day of fair
3. VENDOR shall pay to COMMITTEE the sum of \$160.00 by check or money order for the use of each reserved space, plus \$20.00 Permit cost\* (Food Vendors \$30.00). Total payment shall be made in advance at the time VENDOR'S application is submitted to the COMMITTEE and no later than 30 days prior to the event. **Any payments made within 30 days of the fair must be in the form of a cashier's check or money order.** It is understood that COMMITTEE is authorized to deposit said check or money order upon acceptance of VENDOR's application. There will be a \$30 service charge on a returned check. *\*Non-profit VENDORS are exempt from permit fee.*
4. VENDOR shall provide COMMITTEE with a **valid California Seller Permit** number at the time VENDOR'S application is submitted.
5. VENDOR agrees to specify in the body of VENDOR'S application the type of articles or merchandise to be sold, and agrees to restrict VENDOR'S use of said space to such purpose; and furthermore agrees not to use or permit the use of said space for any other purpose without first obtaining the written consent of COMMITTEE'S authorized agent. Sale of alcohol is prohibited by VENDORS other than local restaurants and non-profit groups. **All food VENDORS will be required to comply with the regulations of Solano County Health Department and the Benicia Fire Department.** Sale of workable firearms, pornography and any other illegal items is prohibited.
6. VENDOR spaces may not be sublet. If you need to cancel, please call the Peddlers' Fair office at (707)745-8680. **A \$25 handling fee will be charged on all cancellations. No money will be refunded within 30 days of the fair.**
7. All VENDORS must go through check-in at First and 'J' Streets; identification and receipt will be required of each VENDOR. VENDORS arriving at check-in after 6:45 a.m. may not be allowed to drive on First Street to unload their merchandise.
8. **The Peddlers' Fair is off-limits to automobiles after 7:30 a.m. on the day of the fair. To avoid traffic and pedestrian problems, the Police request that Vendors arrive at their assigned space prior to 7:00 a.m., and do not remove their booths prior to 5:00 p.m., even if their wares should be sold out. Vendors who do not claim their spaces by 7:45 a.m. may be denied access, or have their space reassigned.**
9. COMMITTEE, at its sole discretion, shall have the right to select a space for the authorized VENDOR. The COMMITTEE'S selection shall be binding upon VENDOR.
10. VENDOR agrees to keep VENDOR'S assigned space in good condition, free of obstructions and/or other conditions hazardous or constituting a nuisance to the public, or to VENDOR'S employees, or to neighboring VENDORS, or to any representative of the COMMITTEE.
11. COMMITTEE reserves the right to enter VENDOR'S space to inspect and to require VENDOR to make changes necessary to bring the space into compliance with this AGREEMENT.
12. VENDOR shall display merchandise only within the reserved space provided. Display or storage of merchandise beyond the reserved space is prohibited. Such merchandise may be removed by the COMMITTEE.
13. VENDOR shall not block fire lanes or sidewalks adjacent to reserved space and shall comply with all City, County and State policies and regulations.
14. Per City of Benicia Ordinance and the Solano Health Department, ALL animals except Disability Animals with proper documentation are prohibited within the fair boundaries, which are defined as curb to curb or First Street.
15. VENDOR shall cease selling of all merchandise, beverages, and food items at 5:00p.m.; and VENDOR shall vacate VENDOR'S space no later than 6:00 p.m. on the day of the fair, and shall leave said space in good repair and sanitary condition.
16. COMMITTEE shall not be responsible for providing utilities, such as electricity, gas, water, ice or telephone services.
17. VENDOR hereby waives all claims against COMMITTEE, the Rector, Wardens, Vestry, and staff of St. Paul's Episcopal Church, Benicia, California, a religious corporation, and the St. Paul's Historical Trust (hereafter collectively St. Paul's) for any injury or damage to any person or property on or about the reserved space by or from any cause whatsoever, excepting injury or damage to VENDOR resulting from the sole negligence or willful misconduct of St. Paul's or its authorized agents. VENDOR further agrees to hold St. Paul's harmless from and defend St. Paul's against any and all claims or liability for any injury or damage to any person or property occurring in or about the reserved space or any part thereof, or arising out of the VENDOR'S acts or omissions, excepting any damage or injury resulting from the sole negligence or willful misconduct of St. Paul's or its agents.