



# Vendor Policies

## California Nut Festival

### Eligible Vendors

- For the purpose of the California Nut Festival (CNF), any business or organization that will be occupying space for sampling or for sales will be referred to as a “Vendor”.
- Vendor types are as follows:
  - a. Retail Vendors: Feature *food products* that are California grown or made. Retail vendors may only display and sell products under their own label. Retail vendors without a private label need prior approval of products to be sold.
  - b. Beverage Tasting Vendors: Wineries, breweries, and non alcoholic beverage vendors are invited to become tasting vendors. Beverages must be California grown and/or made.
  - c. Caterer/Restaurant Vendor: Caterers and restaurants are invited to become tasting vendors. Caterers and restaurants must be California based and not franchises.
    - Exceptions may be made upon the request at the discretion of the CNF Executive Committee
    - Food tastings must feature a California nut.
- The CNF Executive Committee will determine the eligibility of any company product for inclusion in the festival.

### Booth Fees/Payment & Refund Policy

1. Retail vendors will pay \$50 per 10'x10' space, which is due in full with application submission, and no later than March 23<sup>rd</sup> of the festival year.
2. Beverage Tasting Vendors and Caterer/Restaurant Vendors will have their booth fee waived.
3. Cancellation of vendor space is required in writing. Any monies collected for booth fees or additional tables/linens will be refunded for cancellations received prior to April 1 of the Festival year. However, no refunds will be made for any cancellations received after April 1 of the Festival year.

### Retail Sales

1. Only Retail Vendors may make retail sales from their booth space. Vendors are responsible for collecting and submitting sales tax in accordance with state and local laws.
2. Beverage and Caterer/Restaurant Vendors may only accept tickets for sample products. No cash sales of “tastings” will be permitted.
  - a. Caterer/Restaurant Vendors may sell private label products, however, from their booth. These products may include spices, sauces, etc.

### Food and Beverage Tasting Vendor Samples

1. Each Beverage Tasting Vendor and Caterer/Restaurant Vendor should be prepared to provide a minimum of 800 tastings during the Event. Most restaurants serve 1000-1250 samples during the event.
2. Samples sizes: Below is the sample size for each vendor type per tasting ticket:
  - a. Wine: **Two - 1 ounce pours per ticket from the same Winery.** Wine tasting vendors will be given a one-ounce pour spout to ensure accuracy
  - b. Beer: **Four ounces of one beer type per ticket**
  - c. Non-Alcoholic Beverages: Vendor may make sample size decision; not less than four ounces per ticket
  - d. Food: Sampling portions of food will be controlled with the emphasis on quality, not quantity. Menu items must feature a California nut and be easily served on a 6” plate, which will be provided on event day to all participating restaurants/caterers. Menu items should provide a “taste” or sample, rather than a meal. All sampling should be consistent and in controlled portions.
3. Caterer/Restaurant vendors should plan accordingly and prepare enough samples for the duration of the event. To avoid running out of tastes – do not give samples to attendees without a tasting ticket. In the event you run out of samples – you may not dismantle your booth until the event is officially over. Be prepared with menus, coupons or other promotional items that help market your business.

### Standard Vendor Equipment

1. All Vendors will be assigned a canopied 10 ft. x 10 ft. space and tables and linens as follows:
  - a. Retail Vendors: One 8’ Table; One White Linen
  - b. Beverage Tasting Vendors: One 8’ Table; One Black Linen and Ticket Collection Receptacle. Attendees will be provided with event glasses in which beverages may be served.

- c. Caterer/Restaurant Vendors: One 8' Table; Two White Linens; One Black Linen and Ticket Collection Receptacle. In addition food tasting vendors will receive an inventory of 6" paper plates, sporks and napkins.
2. All other equipment or furnishings other than those provided as indicated above should be provided by the Vendor including extra worktables, prep equipment, and trash receptacles.
  - a. Vendors are welcome to provide additional signage for their booth, provided that it is professionally made and in keeping with the look of the event.
3. Additional tables and linens may be provided at an additional fee if ordered in advance
4. Chairs are not provided to vendors
5. Limited electricity is available on a first-come, first served basis. Please talk to an event coordinator for more information.

#### **Set-Up, Event Hours, Dismantle**

1. All Vendors must check in no later than 10:00 am on the day of the event
2. Set-Up will begin at 8:00 am the morning of the event and must be complete by 10:00 am. Vendors should check-in at the information desk to pick up instructions and sampling containers.
3. Dismantle can begin at 4:00 pm and should be completed by 6:00 pm. **No early tear-down will be permitted.**
4. Vendors that need more time for set-up or dismantle should contact CNF management in advance to make arrangements.
5. Vendor areas must be staffed throughout the event hours from 11:00 am to 4:00 pm.

#### **Cancellation of Event**

1. Neither the CNF, nor the Patrick Ranch Museum, their employees or agents shall have any liability or obligation to the Vendor for cancellation or deferral of the Festival. In the event that the premises in which the exhibition is to be held are destroyed or damaged by fire or the elements or any other cause, so the festival cannot be held, the Vendor shall have no cause of action or claim for damages or compensation against the CNF except for the return of any amount previously paid, and in such an event, this agreement shall be terminated.

#### **Liability**

1. The Patrick Ranch Museum and Far West Heritage Association shall not in any manner or for any cause be liable or responsible to any vendor or any other person for any injury or damage to any person, business or property in any way related to or arising in connection with the festival; and any and all claims for such injuries or damages are hereby waived and each Vendor agrees to indemnify and hold harmless the CNF, and the Patrick Ranch Museum/Far West Heritage Association and its directors, officers, employees and agents (the "Indemnified Parties") against any and all claims, liabilities, losses and expenses, including reasonable attorney's fees, imposed on, incurred by or asserted against the indemnified parties caused by any act or omission of that vendor, or occurring within the space leased by that vendor or arising in connection with the activities conducted by that vendor in connection with the festival.
2. The Vendor acknowledges that the CNF, and the Patrick Ranch Museum/Far West Heritage Association do not maintain insurance covering the Vendor's property and that it is the sole responsibility of the Vendor to obtain business interruption and property damage insurance covering such losses by the Vendor.

#### **Amendment of Rules/Other**

1. Vendors violating any CNF policies will be prohibited from participation in future events.
2. All matters and questions not specifically covered by these rules and regulations and the Vendor Agreement are subject to the decision of the CNF Executive Committee, whose decisions will be final.