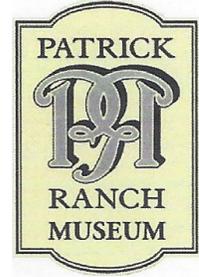




California Nut Festival Vendor Policies Rules of Participation



Eligible Vendors

- For the purposes of the California Nut Festival (CNF) any business or organization that will be occupying space for sampling or sales will be referred to as a “Vendor”.
- Vendor types are as follows:
 - a. Retail Food Vendors: Feature food products that are California grown or made. Retail food vendors may only display and sell products under their own label. Retail food vendors without a private label need prior approval of products to be sold.
 - b. Beverage Tasting Vendors: Wineries, breweries and nonalcoholic beverage vendors are invited to become tasting vendors. Beverages must be California grown and/or made.
 - c. Caterer/Restaurant Vendors: 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 Food vendors will pay \$50 per 10'x10' space, which is due in full with the application submission and no later than March 2nd 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 March 2nd of the festival year. However, no refunds will be made for any cancellations received after March 2nd of the festival year.

Retail Food Sales

1. Only Retail Food 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. Sample sizes: Below is the expected sample size for each vendor 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 decisions; 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 caterers/restaurants. 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/Restaurants 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 if 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 first-come, first served basis. Please talk to an event coordinator for more information.

Check In

1. Upon arrival, please check in at the Information booth behind the Tank House. At the Information Booth, you will receive information regarding your assigned vendor space, a vendor package consisting of:
2. 2 event glasses
3. 1 event tasting package (6 food tasting tickets and 6 beverage tasting tickets). Please note this is one vendor package per business.
4. Wristbands and Artisan Faire raffle ticket for each person working in your booth.
5. CNF bag of goodies.

Parking

1. Please use the main entrance to access the event. All vendors can unload near their assigned vendor space and then move their vehicles to the vendor parking area. All vendors must park in the designated vendor parking spaces. No vehicles can be left on the road behind the back lawns. This driveway must be accessible in case of an emergency.

Set-up Event Hours, Dismantle

1. All Vendors must check in no later than 9:30am on the day of the event.
2. Set-up will begin at 8:00am the morning of the event and must be complete by 10:00am. Vendors should check-in at the information desk near the Tank House to pick up instructions and sampling containers.
3. Dismantle can begin at 4:00pm and should be completed by 6:00pm. **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 11:00am to 4:00pm.

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 connect 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, who decisions will be final.