

COLUMBUS DAY ON THE BAY

October 11 – 12, 2008 • Saturday & Sunday 11am - 5pm

This Is A Rain-Or-Shine Event

Return completed application with payment **AND sellers permit** to:
OMBA • 321 Alvarado Street, Suite G • Monterey, CA 93940 • (831) 655-2607



BUSINESS NAME:		
APPLICANT:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
DAYTIME PHONE:	EVENING PHONE:	
E-MAIL:		

ALL VENDORS (ARTS, CRAFTS, IMPORTS & FOOD): List and describe items to be sold to the public • Include available photos.
FOOD VENDORS: List up to four (4) menu items in order of preference. Specific menu items will be juried to avoid duplications.

ALL VENDORS: Describe your 10' x 10' area in details (tables, canopy, racks, cooking equipment, etc.)

You may attach additional sheets of paper to this application if more space is needed for descriptions or special requests.

Are you supplying a generator for your booth? No Yes

If so, please specify make/model: _____ Decibel level: _____

Number of Arts/Crafts Vendor (10' x 10') spaces needed _____ x \$350 = _____

Number of Food Vendor (10' x 15') spaces needed _____ x \$600 = _____

FOOD VENDOR ONLY - Add \$100 refundable cleaning deposit + \$100 = _____

Subtract \$50 early bird discount for registrations completed before Sept. 15, 2008 - \$50 = _____

Total Registration Fees enclosed = _____

Please make checks payable to OMBA

By signing this application, I hereby agree that I have read and understand the OMBA rules and regulations of the **Columbus Day on the Bay** as outlined in this application packet, and agree to abide by these rules and regulations, in compliance with the regulations of the California State Board of Equalization and the Monterey County Health Department.

Signature

Date

Complete reverse side



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RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

This Agreement is made (*month/date*) _____, 2008 in the City of Monterey, County of Monterey, between (*print your name here*) _____, hereinafter referred to as "Vendor" and the Old Monterey Business Association, hereinafter referred to as "OMBA". IN CONSIDERATION FOR PARTICIPATION in the **COLUMBUS DAY ON THE BAY**, the undersigned hereby agrees to the following:

- 1) Vendor releases and discharges the OMBA and the City of Monterey from all liability to, for all loss or damage and any claims of demand therefore, on account of injury to any individual or property resulting from the Vendor's participation in the **COLUMBUS DAY ON THE BAY**.
- 2) Vendor agrees to indemnify and hold harmless the OMBA and the City of Monterey from any loss, liability, damage or cost, including attorney fees, arising out of Vendor's participation in the **COLUMBUS DAY ON THE BAY**, whether caused by negligence or willful act of the Vendor or any other person or persons.
- 3) Vendor hereby assumes full responsibility for the risk of bodily injury, death or property damage relating to or arising out of Vendor's participation in the **COLUMBUS DAY ON THE BAY**.
- 4) The undersigned further expressly agrees that the foregoing **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** is intended to be as broad and inclusive as permitted by the laws of the State of California. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 5) The Vendor has read and understands this **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** and voluntarily signs the same.

Vendor Signature

Date

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RULES AND REGULATIONS

NON-COMPLIANCE WITH ANY OF THESE RULES AND REGULATIONS COULD
RESULT IN REMOVAL FROM THE FESTIVAL WITHOUT REFUND OF FEES



1. A standard booth space is 10 feet by 10 feet. Food Vendors standard booth is 10 feet by 15 feet. Booth Spaces will be marked and numbered in the Custom House Plaza and on Alvarado Street for your convenience. **Note: Vendors may setup on Friday in the Custom House Plaza between 10:00 am and 4:30 pm subject to approval from the Special Events Director. All vehicles must be out of the Custom House Plaza by 4:45pm, or upon staff request, whichever comes first. On Saturday, vendors in Custom House Plaza may set up at 8:00am. Vendors in the Mall area and Alvarado Street will begin set up at 9:00am. Vendors *must* break down their booths completely on Sunday night. The Custom House Plaza must be cleared no later than 8pm Sunday evening.**
2. **OMBA prohibits the use of plastic bags and polystyrene (styrofoam) containers from vendors. Vendors who do not comply with this regulation will not be allowed to sell at the event.**
3. All equipment and supplies must be supplied by Vendor. Vendors who require power/electricity must supply their own generators, which are subject to approval by the Old Monterey Business Association (OMBA). In most cases OMBA may be able to arrange for electricity for vendors in Custom House Plaza for a fee of \$25.00. If electricity is needed, please contact Ray Headley, Special Events Director at (831) 655-2607. OMBA will only approve ultra-quiet, safe generators.
4. **All participants** must supply the Festival with the appropriate permits as follows:
Arts / Crafts / Imports (Non-Food) Vendors: Photocopy of California Seller's Permit
Restaurant / Food Vendors: Monterey County Health Department Temporary Food Permit
5. All applications are subject to OMBA approval. All menus and products and must be approved prior to the event.
6. **Note:** There is an early bird discount of \$50 for registrations *received* by **September 15, 2008**. Entry fees are as follows:
Non-Food Vendors: For a 10' x 10' space: \$350, (or \$300 with early bird discount) on or before Sept. 15, 2008.
Food Vendors: For a 10' x 15' space: \$600, (or \$550 with early bird discount) on or before Sept. 15, 2008.
Note: All Food Vendors are required to pay an additional \$100 Refundable Deposit.
7. **CANCELLATION POLICY:** 25% of fees will be retained for any cancellation after registration has been verified. 50% of fees will be retained for any cancellation after 8/11/2008. 100% of fees will be retained for any cancellation after 9/11/ 2008.
8. Booth assignments will be given in the registration packet prior to the event. **NO GUARANTEE OF LOCATION WILL BE MADE UNDER ANY CIRCUMSTANCES.** Management may change placement any time for any reason. No guarantee of exclusivity of type of product will be made.
8. Vendor agrees to arrive during the designated set up time and to remain open during Festival hours of operation.
Vendor Set-Up Time is 8:00am on both days of the Festival. Please note that event hours this year will be from 11:00am to 5:00pm on Saturday and 11:00am to 5:00pm pm Sunday.
9. Vendors are responsible for removing their cars from the Festival area by the designated time and are responsible for their own parking. No overnight parking in the Custom House Plaza.
10. Upon acceptance, food vendors will be notified of the menu items accepted. Food Vendors agree to sell only the menu items accepted by Festival Staff.
11. Food Vendors agree to supply a sign indicating the item(s) they are serving and the price of items (signage not to exceed 12 feet from ground level).
12. All vendors are responsible for keeping their areas clean and trash free. (Dumpsters will be provided for vendors to dispose of trash. Filling trash cans with cardboard or placing cardboard next to a trash can is in violation of this regulation. We have a "leave it as you found it policy"). Food vendors are required to place a 33 gallon, lined trash can directly within proximity of their booth and are responsible for its proper disposal. Tallow barrels for gray water are also available near the dumpsters, this is the **ONLY** place tallow or gray water can be disposed of. Food vendors must also supply a flame-resistant ground covering that completely covers the floor of their booth space.
13. Vendors are responsible for carrying the appropriate fire extinguisher in their booth. **\$100 cleaning deposit** paid by Food Vendors will be returned by mail after clean-up and inspection of booth site after close of the event.
14. Misrepresented work or products will be removed from the Festival. Only quality food and quality handcrafted, fine arts and crafts, original work and quality imports will be admitted to the festival. A complete product description is required.
15. All tables used for display must be covered with a floor-length table cloth.
16. Children and pets are to be left at home to ensure their safety and the safety of the Festival.
17. **ART/CRAFT VENDORS:** The Indian Arts & Crafts of 1990 is a truth-law-advertising law. It is illegal to offer or display for sale, or sell any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product of a particular Indian tribe.

IMPORTANT INFORMATION - PLEASE KEEP FOR REFERENCE

Old Monterey Business Association • 321 Alvarado Street, Suite G • Monterey, CA 93940

Ray Headley, Special Events Director: (831) 655-2607 • FAX: (831) 655-8072

Monterey County Health Department: (831) 755-4500 • State Board of Equalization (Salinas Location): (831) 443-3006