

Fremont Festival of the Arts

Food Vendor Rules and Regulations

Insurance: Adequate insurance against all public liability claims and costs, including reasonable attorney's fees incurred as a result of any personal injury or property damage is required. Exhibitors are required to provide a Certificate of Insurance naming the Fremont Chamber of Commerce as an additional insured. Insurance Policy Limit must be a minimum of \$1,000,000. Sample COI: tinyurl.com/2023FOAsample

Booth Fees & Payment: Booths will be sold on a first come, first serve basis as space is limited. Full payment must accompany the completed application. Booth space will not be confirmed without full payment. There is a \$45 charge for returned checks.

Cancellation: Cancellations received prior to 5:00 p.m. on Friday, June 27th, 2025 will receive a full refund of participation fees, less credit card service fee. Cancellations received after that date will not be subject to refund unless booth space is resold.

Rule Violations: Any flagrant violations of the Festival of the Arts guidelines and rules set forth by the Festival Committee will constitute an immediate removal from the Festival of the Arts with no refund. Failure to comply with Festival of the Arts rules will forfeit eligibility in future years.

Parking: Parking will be made available for all vendors. Please park in the designated Festival Vendor Parking areas or your car may be towed.

Set Up and Tear Down: Festival of the Arts hours are 10:00 a.m. to 6:00 p.m. Saturday, August 2nd and Sunday, August 3rd. Booths must be set-up and staffed no later than 9:30 a.m. on Saturday and may not be disassembled before 6:00 p.m. on Sunday.

Clean Up: Booth area must be kept clean during the entire show and is the responsibility of the vendor. In addition, each vendor is responsible for leaving his/her booth space clean and free of debris at the end of the show. Should a vendor fail to leave his/her booth space clean and free of debris at the end of the show, the vendor may forfeit his/her right to participate in future shows or will be required to submit a cleaning deposit for future shows.

Trash and Recyclables: Vendors must transport their recyclable materials (cardboard, glass, aluminum) and other trash to the designated Festival bins. The Festival provides ample space for your convenience, please do not use our neighbors bins.

Damage: You are responsible for any damage that may result from your participation (deliveries, improper set-up, extending outside the booth perimeters, etc.). The Fremont Chamber of Commerce is not responsible for any theft or damage.

Electricity: Electricity is not available on the Festival site. Should you require electricity, you must provide a generator and inform Festival management on your application (prior to the Festival date). Festival management must approve the use of generators. Generators must be "whisper quiet" and not exceed 1200 watts.

Pets: Pets and animals are not allowed in booths or on Festival of the Arts grounds.

Alcoholic Beverages: Absolutely no alcoholic beverages will be allowed or consumed in any booth or brought onto Festival of the Arts grounds. Violation of this rule will result in the immediate closure of the booth with no refund.

Smoking: Absolutely no smoking will be allowed in any booth, this includes electronic cigarettes and vaping devices. Violation of this rule will result in the immediate closure of the booth with no refund.

Photography: Festival reserves the right to use vendors' names and photographs in connection with promotion of the Festival.

City Vendor Fee: The City of Fremont requires any vendor located within the City of Fremont to have a business license. If your business is located within city limits, you must submit a copy of your business license with this application. If your company is not located within city limits, you are required to hold a Temporary Vendor Permit. The fee is \$5 and is listed in the fee section of the application. Please remit this fee with your application and we will file the necessary permit application for you.

California Department of Tax & Fee Administration: All vendors are required to submit a valid California Resale Number with application. Exempt vendors must submit California Department of Tax & Fee Administration form CDTFA-410-D with completed application. Documentation for exempt vendors must be submitted with your completed application. Form CDTFA-410-D can be found here: cdtfa.ca.gov/formspubs/cdtfa410d.pdf

Health Department: All vendors are required to obtain their own health permit specific to the Fremont Festival of the Arts from the Alameda County Environmental Health Department. A health permit for one's kitchen does not satisfy this requirement. Proof of an issued health permit, covering the entire duration of the Festival, must be received by the Fremont Chamber of Commerce no later than July 19th, 2024. Vendors who do not submit proof of an issued health permit by this date will not be allowed to participate in the Festival of the Arts and will forfeit all fees. An application can be filled out at: acgov.org/aceh/food/TFF_Application_Booth.pdf

Food Menu Approval: Each vendor must have food items approved by the Festival Committee. No changes may be made without prior approval. In order to prevent saturation, the Festival will limit the selling of the same type of food items. Vendors may be asked to change from a specific food item if it is found that too many vendors are selling similar items. The vendors selling that food item for the longest period of time will be allowed to continue selling that item.

Sponsorship: In the event that an exclusive corporate sponsorship agreement is secured with a food or beverage company, all food booth vendors will be required to support the products available through that exclusive sponsorship agreement.

Sales Commission: Additional 10% of gross sales must be paid to the Fremont Chamber which helps support local non-profit organizations. This will be collected Sunday, August 3rd, 2025, after the close of the Fremont Festival of the Arts, and must be paid in CASH.

Deposit: A refundable deposit of \$250 must accompany the completed application. The deposit will be refunded within 30 days following the Festival provided nightly inspections indicate that the food booth was clean and upon receipt of the 10% gross sales commission. Vendors will be issued a warning if an inspection reveals a trash problem and will be given the opportunity to correct the problem. The goal of the Festival is not to keep your deposit but to keep the Festival site clean and safe, thus reducing costs and liabilities for all.

Booths: Food booths containing a mesh covering and all other furnishings must be provided by food vendor. Your food booth should be designed to protect food and beverages from contamination. The following features are required:

- a. *Overhead Covering* – a tent top, such as an EZ Up.
- b. *Entirely Enclosed* – all four sides shall be enclosed, with the exception of a pass-thru serving window and entrance/exit way. Mesh screening or clear plastic/vinyl sheets are recommended. The entrance/exit way must be close-able.
- c. *Pass-Thru Window* - should only be large enough to serve your food through, with a flap or screen to cover the window or opening.
- d. *Ground Cover* – a tarp or wood boards prevents food and beverage supplies from coming into contact with the ground.
- e. *Name* – the name of the food booth (minimum 3 inch letters of contrasting color), city, state, zip code, and name of the operator must be legible and clearly visible to customers.
- f. *All food items must be prepared*, cooked and served from inside the food booth (exceptions are: BBQ/grill or cooking equipment required to be operated outside by the local fire authority)

Booth Layout: Food and beverages may be served from the front of the booth only.

Samples: Although product sampling is encouraged, the distributing of samples must be done within the confines of your booth. Individuals may not stand outside the booth and distribute samples.

Ice: The Chamber does not supply ice; however, ice is available on site and is the responsibility of the organization to purchase as needed.

Grey Water: All water and ice are to be disposed of in nearby grey water containers.

Food Storage: Trucks will not be allowed on the Festival site before 9:00 p.m. on Friday, August 2nd, 2024. The Festival Committee must approve parking placement of trucks.

Participation & Hold Harmless Agreement

The undersigned, as agent for the organization, individuals and/or agency represented agrees to abide by the rules and regulations in this agreement, and understands that should the organization, or members of the organization fail to observe and abide by the rules and regulations as set forth above, the organization will become ineligible to participate in future Festivals. I further agree to hold the FREMONT CHAMBER OF COMMERCE, THE CITY OF FREMONT, AND ITS AGENCIES, free and harmless from any and all liability for bodily injury, property damage or loss arising out of activities resulting from participation in the Fremont Chamber of Commerce annual Fremont Festival of the Arts, August 2nd and 3rd, 2025.

Name

Signature

Date