

# High Desert Pirate Faire

March 19<sup>th</sup> – 20<sup>st</sup>, 2022

1. Food Vendor herein will be referred to as the Vendor, and N.W.A.R.E. Events LLC as Operator of the Event.
2. DATES AND TIMES: The event will be held on **SATURDAY March 19, 2022, 10:00 AM to 8:00 PM & SUNDAY March 20, 2022, 10:00 AM – 5:00 PM**
3. LOCATION: The event will be held at Hesperia Lake Park, 7500 Arrowhead Lake Rd, Hesperia, CA 92345.
4. VENDOR'S MENU: The Vendor shall use the rented space for the purpose of selling only those items that have been approved by the Operator of the Event. Any changes must be submitted in writing a minimum of 7 days prior to event and approved by Operator of the Event.
5. ***FIRE EXTINGUISHERS: Each Food Vendor MUST HAVE minimum of One Class K Fire Extinguishers!***
6. PARTICIPANT'S COSTUMING AND BOOTH CONSTRUCTION: Participant shall be responsible for creating their own costume attire and booth theme, which must comply with the Event's theme. All Participants will comply with the instructions given herein regarding decorations. Modern tables, aluminum tent poles and other such modern items must be covered. No vinyl tent walls or roofs, no bungee cords, no plastic of any kind will be allowed. Booths must also comply with government rules and regulations regarding health, fire and safety. Participant shall provide the Operator of the Event with pictures of their costuming and booth for approval.
7. INDEMNITY AGREEMENT: Vendor shall indemnify and hold the Operator of the Event harmless from any and all claims, debts, or liabilities arising by contract, tort, or otherwise out of the operations of the booth(s) and shall defend any lawsuits or claims brought against the Operator of the Event by any third party of any nature of form whatsoever as a result of the Vendor's operation. The Vendor agrees to hold the Operator of the Event harmless from all claims for damage or loss arising out of or connected with, in any way whatsoever, the Vendor's use of connection therewith.
8. EVENT AND GOVERNMENTAL REQUIREMENTS: Vendor shall operate booth(s) in complete compliance with all rules & regulations and directives of the Event. Failure to follow such will be deemed to give authority to the Operator of the Event to close the Vendor's booth(s) and to bar the Vendor and his/her employees from the Event site. The Operator of the Event shall be the sole determiner of such failure. Each Vendor is responsible for all necessary and appropriate city, county, state and/or Federal licenses, taxes and permits, if any. All documentation on display to the public. Vendor, as an independent contractor is solely responsible for his/her own Workman's Compensation insurance as regards to his/her own employees, helpers, etc. Vendor shall be responsible for keeping satisfactory records of all transactions and shall pay California State Sales Tax attributable thereto. If any Vendor is forced to shut down, due to a lack of required licenses or permits, this notice serves as a caution that the Operator of the Event is not liable for such licenses

and will not refund fees and deposits in such instances. The Operator of the Event reserves the right to remove any such instances.

The Operator of the Event reserves the right to remove any Vendor and close their respective booth(s) if proper conduct is not followed. This includes, but is not limited to rudeness, public intoxication, illegal substances, selling works not authorized, security violations, obstructing traffic, etc.

9. **Health Permit:** All food vendors **must** also be in possession of a current San Bernardino County Health Permit. Application for Temporary Health Permits can be found at :  
<http://wp.sbcounty.gov/dph/wp-content/uploads/sites/7/2017/11/applicationtemporaryeventhealthpermit-11-16-17.pdf>
10. ATTENDANCE: Vendor agrees by the signing of this contract to be present at all times when the Event is in operation. To assure a consistency in the breakdown and cleaning process Sunday evening, all Vendors shall remain open until the Event closes on Sunday.
11. ***Cancellation: Cancellation Must Be In Writing 15 Days Prior To The Event To Receive Credit To Be Applied To A Future Event. No Refunds Will Be Issued.***
12. DEADLINE: **Vendor fee deadline:** Vendor applications & fees received after February 14<sup>th</sup>, 2022 must include 25% late fee. Applications will be accepted up until spaces are filled. Final acceptance of any & all applications will be at discretion of Operator of the Event.
13. VALIDITY: This contract will be received, signed by the Vendor, and accompanied by a check or money order for the appropriate fees. This contract will become valid upon being signed by authorized personnel of the Operator of the Event.

***Please keep this agreement Pages 1-2 for your information and Files.***

Mail completed Application, Fees, and Pictures to:

***N.W.A.R.E. Events 20258 HWY 18 STE 430-468 Apple Valley, CA 92307***

***Phone (760) 684-0387 E-Mail:nware.events@yahoo.com***

**MAKE CHECK OR M.O. PAYABLE TO, N.W.A.R.E. Events, PayPal add 5% *nware.events@yahoo.com***

**N.W.A.R.E. Events FOOD VENDOR APPLICATION**

Check one: Returning Vendor  New Vendor

Business Name \_\_\_\_\_  
Owners Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_ Evening \_\_\_\_\_  
Resale Number \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Website/Facebook Page \_\_\_\_\_  
List Menu Items: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**New VENDORS:** Please enclose at least four (4) pictures of your work and/or items to be sold; one (1) of your costume and one (1) of your booth. Photos will not be returned but will be filed as reference for future events. Please list all items to be sold. Only those items listed may be sold. Returning Vendors we only need pictures of changes to your booth and or New Product.

Booth Space Fees: Food Booth \_\_\_\_ Width \_\_\_\_ Depth \$560.00 due now; \_\_\_\_\_

100% Pre-Packaged Food Booth 15' Width X 15' Depth \$360.00 due now; \_\_\_\_\_

2 - 15 amps circuits are included for food vendors as well as 1 drive-on fee.

Additional Electricity (extremely limited) is Available at \$20 per 15 amp circuit \_\_\_\_ \$20, due now: \_\_\_\_\_

Additional Vendor passes will be available at a discount or at the discretion of the Operator of the Event. Vendors must show their passes to security upon request and will not be allowed to enter Event without pass. ***Every Vendor must sign a waiver to receive a gate pass.***

Drive on Fee: One Drive on pass is included with your booth. \$50.00 per additional vehicle. ***The drive on fee and loading time is set by the venue and NOT the Operator.*** Additional Drive on Passes-\$50.00 \_\_\_\_\_

***Total Fees Due \$ \_\_\_\_\_***

**If you ARE NOT 100% PRE-PACKAGED FOOD, YOU WILL BE CHARGED \$560.00 AND THE 25% LATE FEE!**

**I HAVE READ AND UNDERSTAND THE VENDORS AGREEMENT. I UNDERSTAND THIS IS A CONTRACT BETWEEN MYSELF AND N.W.A.R.E.**

**\*\*\*\*SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_**

*Complete gate list. Include only those that are working you booth. Changes or additions will not be accepted after February 14, 2022*

## **GATE LIST FORM**

**FOOD VENDOR BOOTH NAME** \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_