

High Desert Pirate Faire

March 19th - 20th, 2022

1. Vendor herein will be referred to as the Vendor, and N.W.A.R.E. Events LLC as Operator of the Event.
1. **DATES AND TIMES:** The event will be held **SATURDAY March 19th 10:00 AM to 8:00 PM & SUNDAY March 20th 10:00 AM – 5:00 PM**
2. **LOCATION:** The event will be held at Hesperia Lake Park, 7500 Arrowhead Lake Rd, Hesperia, CA 92345.
3. **ENCAMPMENTS:** Selling Vendors are not permitted within an Encampment unless prior permission has been given by the Operator of the Event and Vending fee is paid for each Vendor.
4. **VENDOR'S MERCHANDISE:** 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. **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.
6. **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.
7. **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.

8. ANIMALS: If you bring an animal (horse, etc.) with you, **you must provide** the Operator of the Event a copy of a Liability Insurance for your animal naming N.W.A.R.E. Events LLC 20258 Hwy 18 Suite 430-468 Apple Valley, CA 92307 as also insured. Dogs must be on a leash at all times and under reasonable control. As per San Bernardino County, CA Code 32.0108. **Failure to comply will result in ejection of the animal and Participant.** Only Certified Service Animals are allowed and must have the proper Service Animal Vest/Harness. **Failure to comply will result in ejection of the animal and Participant.**
9. 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.
10. ***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.***
11. DEADLINE: **Vendor fee deadline:** Vendor applications & fees received after February 14th, 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.
12. ***FIRE EXTINGUISHERS: Each Vendor MUST HAVE minimum of one 2-A: 10-B:C Fire Extinguishers!***
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.
14. **If you extend over your assigned booth space YOU WILL BE CHARGED FOR THE NEXT BOOTH SIZE UP & THE 25% LATE FEE!**

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

N.W.A.R.E. Events 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 _____
Items for sale: _____

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: All Vendors please note Poles, Guide Ropes, Stakes, etc. Must be included in your booth Space Allotment.

- CRAFT BOOTH 12' Width X 12' Depth \$200.00 due now; _____
- CRAFT BOOTH 15' Width X 12' Depth \$230.00 due now; _____
- CRAFT BOOTH 24' Width X 12' Depth \$320.00 due now; _____
- CRAFT BOOTH 20' Width X 20' Depth \$375.00 due now; _____
- CRAFT BOOTH 30' Width X 30' Depth \$535.00 due now; _____
- PSYCHIC, READERS 12' Width X 12' Depth \$100.00 due now _____
- GAME BOOTH – Please note size _____ \$135.00 due now _____
- ROVING VENDOR 3 OR MORE ITEMS \$105.00 due now _____

Roving Vendors Must Change Location Every 2 Hours. If Not they will be charged \$185.00

Gate Passes. Roving Vendors & Readers are allowed 2 passes, 12'x 12' & 15'x 12' 4 passes, 24'x 12' & 20'x 20' 5 passes, and 30'x 30' 7 passes.

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/unloading time is set by Hesperia Recreation and Park District and NOT the Operator.***

Additional Drive on Passes-\$50.00 _____ ***Total Fees Due \$*** _____

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

VENDOR BOOTH NAME _____

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____