

CYPRESS COMMUNITY FESTIVAL ASSOCIATION
 FOOD TRUCK VENDOR APPLICATION
FRIDAY, OCTOBER 8, 2021
5:00 – 10:00 PM



www.cypressfestival.com

| | | | |
|--------------|-------------------|-----------------------------|----------|
| Name | | Instagram handle or Website | |
| Address | | City | State |
| | | | Zip Code |
| Contact Name | Main Phone Number | Cell Phone Number | Email |

Description of display and/or products to be sold:

| | |
|--|---|
| <p>FOOD TRUCK VENDOR Deposit Required + 10% of gross sales</p> <p>\$50 deposit, if paid by Friday, July 30, 2021 \$100 deposit, if paid between July 31-August 27, 2021 \$150 deposit, if paid between August 28-September 3, 2021 \$200 deposit, if paid between September 4-October 1, 2021 \$250 deposit, if paid between October 2-7, 2021 \$300 due on site, October 8, 2021, to participate</p> | |
| <p><u>Food Truck Coordinator</u> Amber Jones (714) 485-8701</p> | |
| <p align="center">VIA EMAIL businesssexpo@cypressfestival.com</p> | <p align="center">VIA REGULAR MAIL Cypress Chamber of Commerce c/o: Cypress College 9200 Valley View St Business Building 9, Room 101 Cypress, CA 90630</p> |

| | |
|-------------------------------|--|
| Send Email Invoice to: | |
|-------------------------------|--|

Application is considered complete when the completed application, full payment, and signed waiver are received.

**If EZ-Ups, tables, and/or chairs are needed, please contact Celebrations! Party Rentals to secure your items needed.
info@ocpartyrentals.com | Phone: (714) 897-3333 | 11362 Western Ave, Stanton, CA 90680

---FOR OFFICE USE ONLY---

| | | | | |
|--------------|-----------------|------------------|------------|-------------|
| App Received | Waiver Received | Payment Received | Booth #(s) | Electricity |
| | | | | |






OVERVIEW OF TEMPORARY FOOD FACILITY (FOOD BOOTH) REQUIREMENTS

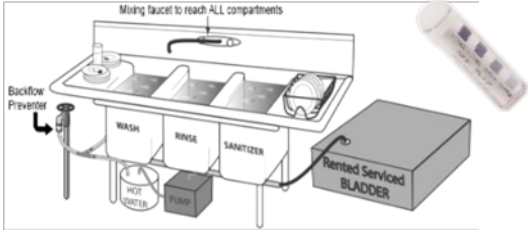
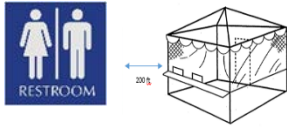
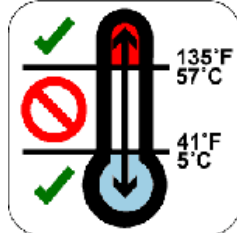
Anytime food or drinks is sold or given away to the public at a community event, a health permit is required. The type of health permit and the requirements for the operation of a food booth will depend on the type of food that is being offered.

*A community event is an event that is conducted for not more than 25 consecutive or nonconsecutive days in a 90-day period and that is of civic, political, public, or educational nature, including state and county fairs, city festivals, circuses and other public gathering events approved by Orange County Environmental Health (OCEH). A grand opening, a store give-away event, or any other event that is designed to increase, celebrate, or promote a business is **not** a community event.*

This handout summarizes the California Retail Food Code requirements and is intended to assist you in providing safe and wholesome food to the public and preventing foodborne illness.

All food vendors **MUST** comply with the following requirements during preparation and all hours of operation. All TFFs are subject to inspection by OCEH. Failure to comply with these operating requirements may result in a closure until violations are corrected.

| Booth Requirements | Prepackaged Food/Beverages Only Category 1A | Prepackaged Food/Beverages w/Sampling Category 1B | Unpackaged Food/Beverages Category 2 |
|--|---|--|--|
| Person-in-Charge | <ul style="list-style-type: none"> Available at all times during booth operation Demonstrate adequate knowledge of food safety principles as they relate to the specific food operation Responsible for all food worker actions related to food handling and booth operation | | |
| Identification of TFF | <p>Each food booth is to have the following information posted and clearly visible to customers:</p> <ul style="list-style-type: none"> Booth Name (3 inch lettering) Name of Operator, City, State, Zip Code (1 inch lettering) Health Permit | | |
| Food Booth | <ul style="list-style-type: none"> Overhead protection only  | <ul style="list-style-type: none"> Overhead protection only Concrete, asphalt, or wood flooring  | <ul style="list-style-type: none"> Full Enclosure required Approved food compartments may be used in lieu of a full enclosure Concrete, asphalt, wood flooring (no grass)  |
| Handwashing sink equipped with single use soap and paper towels | No handwashing sink required. | <p>Handwashing facilities must include: Warm water in a container capable of providing continuous stream of water that leaves both hands free to allow vigorous rubbing. Hand wash sink must be equipped with: single use soap, paper towels and towel receptacle.</p> <p>For events that operate more than 3 days, handwashing sink must be capable of providing warm water under pressure.</p>   | |

| Booth Requirements Continued | Prepackaged Food/Beverages Category 1A | Prepackaged Food/Beverages w/Sampling Category 1B | Unpackaged Food/Beverages Category 2 |
|---|---|---|---|
| Utensil Washing Sink | Not Required | <p>A 3 compartment sink with 2 metal drain boards** must be available for utensil and equipment cleaning and sanitization within 100 feet of each unpackaged food booth. Overhead protection must be provided over sink. Up to 8 vendors can share a 3 compartment sink. Fresh water and waste water tanks are to be used unless there is a connection to a fresh water supply, then a waste water connection to a sewer is required.</p> <ul style="list-style-type: none"> Hot (minimum 120 F) and cold running water Sanitizer test strips <p>** Four sets of backup utensils (properly washed and sanitized at a food facility) may be provided in lieu of a 3 compartment sink, for events lasting 4 hours or less.</p> |  |
| Restrooms for food employees | Restrooms (one per 15 food employees) with warm water (100°F) with handwashing stations <ul style="list-style-type: none"> Located within 200 feet of each food booth | |  |
| Temperature Control of Potentially Hazardous Foods (PHF) | All perishable food (i.e. potentially hazardous foods) shall be kept at or below the required temperatures: <ul style="list-style-type: none"> Cold food may be held at 45°F for up to 12 hours in any 24 hour period and must be discarded at the end of the day. PHF kept at 41°F or below does not have to be discarded at the end of the day. Hot foods must be held in approved hot holding units (steam tables, hot plates, chafing dishes, etc.) at/or above 135°F and discarded at the end of the day. Calibrated food thermometers must be available to monitor food temperatures. | |  |
| Food Service | All food must be packaged and labeled. <ul style="list-style-type: none"> Product name Ingredients Net Weight Name and address of manufacturer <p>Limited to packaged samples only</p> | Unpackaged samples must be stored in approved food compartments (squeeze bottles, drip bottles, shaker bottles, etc.) <ul style="list-style-type: none"> Samples must be individually portioned for distribution and given to each customer individually by a TFF employee Safe food handling practices must be followed at all times Minimize bare hand contact with ready to eat food by using tongs, or other utensils. Eating or smoking is prohibited in the food booth | Food must be prepared inside the food booth unless an alternate food preparation site has been pre-approved by OCEH <ul style="list-style-type: none"> All food must be from an approved source BBQ cooking is allowed outside of the booth. <i>Once items are cooked, they must be brought into the enclosed booth.</i> Cooking equipment outside of the booth must be sectioned off from the public using rope, caution tape, etc. Safe food handling practices must be followed at all times Minimize bare hand contact with ready to eat food by using tongs, or other utensils. Eating or smoking is prohibited in the booth |
| Food Source | All food must be from an approved source (i.e. permitted kitchen, market, food processor). A copy of the health permit and/or a Processed Food Registration (PFR) is submitted with the TFF application. Note: A specialized processing permit from the State of California (PFR, or a Milk and Dairy License) is required for processes such as: bottling, canning, juicing, manufacturing jerky or milk products; and for food products packaged and sold offsite from where it is prepared. In addition, an FDA registration is required for operations proposing to sell imported foods at a community event. Be aware that if all required documents are not provided, the application process cannot be completed. | | |
| Food Storage | Food, beverages and equipment must be stored 6 inches off the floor and be protected from contamination. Food stored overnight must be stored in approved vermin proof containers and backup potentially hazardous foods must be maintained at proper temperatures. | | |
| Trash/Waste | <ul style="list-style-type: none"> Trash containers are emptied and bags replaced on a regular basis to prevent a nuisance(i.e flies/ vermin attractant) Trash is disposed of in an approved manner (trash service) as needed | | |



Regulatory/Medical Health Services
 Environmental Health Division
 1241 E. Dyer Road, Suite 120, Santa Ana, CA 92705
 Telephone: (714) 433-6080
 Fax: (714) 754-1768
 Email: ehSpecialEvents@ochca.com
 Website: www.ocfoodinfo.com/tff

HEALTH PERMIT APPLICATION TEMPORARY FOOD FACILITY (TFF)

This section is to be completed by the applicant, in full – Please print clearly – Do not detach copies – Health permits are NOT transferable and NOT refundable

| | | | | |
|-------------|---|--|--|--|
| TYPE | <input type="checkbox"/> Prepackaged food/beverage only and/or whole produce – Category 1A | | | Event Frequency <input type="checkbox"/> Single Event <input type="checkbox"/> Recurring Event |
| | <input type="checkbox"/> Prepackaged food with sampling/dispensing – Category 1B | | | |
| | <input type="checkbox"/> Preparing or handling unpackaged food/beverages – Category 2 | | | |
| | <input type="checkbox"/> Food vehicle not permitted by Orange County (i.e. food truck, trailer or cart) | | | |

| | | | |
|--------------|----------------------|-------------------------------------|------------------|
| EVENT | Name of Event | Event Date(s) | Event Hours |
| | Event Address | City | _____ AM / PM to |
| | Event Organizer Name | Event Organizer Contact Information | _____ AM / PM |

| | | | |
|---|---|--|--|
| FOOD SOURCE: PREPARATION/STORAGE | List all the food/beverages to be sold/given at the event (attach menu if additional space is needed) | | |
| | Will food/beverages be prepared or stored BEFORE the event? | | |
| | <input type="checkbox"/> YES. Provide the name & address of the food facility: <input type="checkbox"/> NO. You are required to purchase all food/beverages from an approved source. Initials indicate that receipts will be provided during inspection. Initial Here: _____ Once initialed, skip to Booth section below | | |
| | Name: _____ Address: _____ City: _____ Zip: _____ | | |
| | Is the approved food facility located in Orange County? <input type="checkbox"/> Yes. PR# _____ <input type="checkbox"/> No. Attach a copy of the health permit | | |

| | | | |
|--------------|------------------------|--------------------------------|--|
| BOOTH | TFF Name (booth name) | | |
| | Emergency Contact Name | Emergency Contact Phone Number | |

| | | | | |
|--------------------|---|--|----------------------|--------------|
| BOOTH OWNER | Type of Ownership (*Attach Certificate of LP, LLP Registration, Articles of Incorporation or Organization) | | | |
| | <input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LP* <input type="checkbox"/> LLP* <input type="checkbox"/> Corporation* <input type="checkbox"/> LLC* | | | |
| | <input type="checkbox"/> Nonprofit Charitable Organization, attach proof of status | | | |
| | Business Owner | | Owner's Phone Number | |
| | Owner's Address (Cannot be a P.O. Box) | | City | State Zip |

| | | | |
|--------------|---|--|--------|
| TERMS | <p>I hereby submit an application for a health permit to establish and/or operate the above business, use or services in accordance with the laws, ordinances and regulations that are now or may hereinafter be in force pertaining to the above business. I certify that I am the owner or authorized representative of this business and that all statements are true to the best of my knowledge. I hereby consent to all necessary inspections related to the issuance of this permit and operation of the business.</p> <p>I shall notify the Orange County Environmental Health Division (OCEH) in writing if I transfer ownership, discontinue operation or have an address change. Failure to do so will result in obligation to pay health services fees and additional penalties. I understand that any occupied food vehicle operating as a TFF at a single event shall provide proof that the vehicle meets all safety requirements by providing the California Department of Housing and Community Development insignia. Mobile Food Facilities (MFF) operating at recurring events, must submit MFF plans to verify the vehicle meets current MFF requirements, pass inspection and obtain an Orange County MFF permit prior to operating at an event. I understand that any change from the original conditions of approval, including, but not limited to equipment, menu, method of operation or change of ownership for any food vehicle requires review and approval by OCEH.</p> <p>Once a TFF has been approved by a representative of OCEH and fees are paid in full, then a health permit will be issued. Failure to submit the completed application packet and payment of the health permit fees will result in the closure of the facility pursuant to California Health and Safety Code and applicable ordinances, and is subject to penalty not to exceed three times the cost of the permit. Permits are not transferable and fees are not refundable. Permits will not be issued the day of the event. Payment may be made in person or by mail at 1241 E. Dyer Rd., Suite 120, Santa Ana, CA 92705, Monday – Friday, 8:00 a.m. – 4:00 p.m. (excluding County holidays). TFF Applications will not be accepted until the Event Organizer application has been approved.</p> | | |
| | Print Name: | | Title: |
| | Signature: | | Date: |

OFFICE USE ONLY

| | | | | | | |
|------------|---------------------|----|----|--------------------|----|----------------|
| FEE | PR | PE | FA | SR | OW | AR |
| | Permit is valid for | | | Program Identifier | | Billing Status |
| | Notes | | | Fee Amount | | HSO Number |

| | | | | |
|----------------------------|--|--|--|--|
| EHS | Operation Specifications submitted | Sampling | Special Processes (Certificates/Licenses) | Dependent Permit/ Shared Agreement |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Permit Approved By (PRINT) | | | | Date |

Welcome to Orange County! Our goal at Environmental Health is to partner with you in ensuring safe, quality food for your consumers.

A temporary food facility (also known as a food booth vendor) is required to obtain a health permit when operating at a community event. To apply for a health permit, submit the following documents:

- **Completed “Health Permit Application – Temporary Food Facility”**
 - Please print or type your application.
 - All fields must be completed and legible. Enter N/A if a field is not applicable to the business. If the information entered is the same for multiple fields, reenter that information – do not use “same as above.”
 - Do not enter information in the section noted “OFFICE USE ONLY.”
- **For Recurring Events only, a copy of supporting documentation of the “person” who is legally responsible for the operation of the temporary food facility (TFF)**
 - **Sole Proprietor** – a current driver’s license, state issued identification card or Foreign Consulate Identification Card
 - **General Partnership** - a current driver’s license, state issued identification card or Foreign Consulate Identification Card for each owner
 - **Limited Partnership (LP)** - Certificate of Limited Partnership
 - **Limited Liability Partnership (LLP)** - Limited Liability Partnership (LLP) Registration
 - **Corporation** - Articles of Incorporation, including a list of the officers’ names and titles
 - **Limited Liability Company (LLC)** - Articles of Organization
 - **Nonprofit Charitable Organization*** – Articles of Incorporation pursuant to Nonprofit Corporation Law as defined in the California Retail Food Code
- **Completed TFF Operational Specifications that includes the following:**
 - Details of the materials and methods used to construct the temporary food facility
 - All food products that will be handled and dispensed
 - The proposed procedures and methods of food preparation and handling
 - Procedures, methods and schedules for cleaning utensils, equipment, and structures, and for the disposal of refuse
 - How food will be transported to and from a permanent food facility or other approved food facility and the temporary food facility, and steps taken to prevent contamination of foods
 - How potentially hazardous foods will be maintained at or below 41°F/45°F or at or above 135°F

There are two types of health permits that can be obtained when operating at a community event:

- A single event TFF permit allows a food booth vendor to participate in a community event that is conducted for not more than 25 consecutive or nonconsecutive days in a 90-day period and that is of a civic, political, public or educational nature, including state and county fairs, city festivals, circuses and other public gathering events approved by the local enforcement agency.
- A recurring site-specific event TFF permit allows a food booth vendor to participate in a community event that has been approved by OCEH at a site-specific location that operates year round. These include TFFs that operate at a Certified Farmers Market, Fishermen’s Market, Swap Meet and other approved site specific events. Health permits are automatically renewed and invoiced annually. The food facility operator is responsible for all outstanding invoices until this Agency receives notification of the last date of the TFF’s operations at the event and a statement from the Event Organizer. It is the vendor’s responsibility to notify OCEH and the Event Organizer when they have discontinued operation of the TFF.

Acceptable forms of payment are cash, check, credit card or money order. Make checks payable to “County of Orange.” Health permit fees are nonrefundable. You may pay in person from 8:00 a.m. to 4:00 p.m., Monday through Friday (excluding County holidays) or mail your check along with the completed health permit application and Operational Specifications to:

Orange County Environmental Health
1241 E. Dyer Road, Suite 120
Santa Ana, CA 92705

To ensure timely review and approval of the permit, submit at least two weeks prior to the event. Permits will not be issued the day of an event. A permit, once issued, is nontransferable. A permit is only valid for the person, location, the specified event, type of food sales, or distribution activity, and unless suspended or revoked for cause, for the time period indicated. Food operations without the necessary permits shall be subject to closure of the food facility and a penalty not to exceed three times the cost of the permit (California Retail Food Code, Section 114387).

Per California State law, nonprofit charitable Temporary Food Facility vendors may be exempt from fees for up to four occasional events per year. These four time periods shall not exceed 72 hours each (California Retail Food Code, Section 114332.1). A nonprofit charitable organization includes a corporation incorporated pursuant to the Nonprofit Corporation Law (Division 2 [commencing with Section 5000] of Title 1 of the Corporations Code), that is exempt from taxation pursuant to paragraphs (1) to (10), inclusive, and paragraph (19) of Section 501(c) of the Internal Revenue Code and Section 23701d of the Revenue and Taxation Code (California Retail Food Code, section 113841).

To learn more about the Food Safety Program, please visit www.ocfoodinfo.com. To learn more about Special Events, please visit www.ocfoodinfo.com/tff.

If you have any questions, please contact the Environmental Health Division at (714) 433-6000 or the Special Events Program at (714) 433-6080.



Regulatory/Medical Health Services
 Environmental Health Division
 1241 E. Dyer Road, Suite 120, Santa Ana, CA 92705
 Telephone: (714) 433-6080
 Fax: (714) 754-1768
 Email: ehSpecialEvents@ochca.com
 Website: www.ocfoodinfo.com/tff

OPERATION SPECIFICATIONS TEMPORARY FOOD FACILITY

COMPLETE AND SUBMIT WITH TEMPORARY FOOD FACILITY HEALTH PERMIT APPLICATION
TYPE or PRINT IN INK. Enter N/A where requested information does not apply. Leave NO BLANK SPACES.

| TFF OPERATOR INFORMATION | | EVENT INFORMATION | |
|---|----------------------|---|---|
| Name of Food Booth: | | Event Name: | |
| Name of Owner and DBA: | | Date(s) of Event: | |
| Facility Type: <input type="checkbox"/> Food Booth <input type="checkbox"/> Food Truck <input type="checkbox"/> Permanent Structure <input type="checkbox"/> Food Cart | | Event Location: <input type="checkbox"/> Indoor Event <input type="checkbox"/> Outdoor Event | |
| On-site (Person-in-Charge) Contact: | | | |
| On-site Contact Cell Phone: | | # of Food Employees: | |
| FOOD OPERATION | | | |
| <input type="checkbox"/> Packaged food only <input type="checkbox"/> Packaged with sampling <input type="checkbox"/> Food Preparation (All food preparation is to be conducted within the food booth or at a permitted food facility) | | | |
| FOOD BOOTH CONSTRUCTION | | | |
| All food booths require overhead protection and a cleanable floor. Food preparation booths must be enclosed. Overhead Covering: <input type="checkbox"/> Canvas <input type="checkbox"/> Wood <input type="checkbox"/> Other: _____ Floor: <input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Wood <input type="checkbox"/> Other: _____ Walls: <input type="checkbox"/> Screens <input type="checkbox"/> Canvas <input type="checkbox"/> Wood <input type="checkbox"/> Other: _____ Booth supplied by: <input type="checkbox"/> TFF Operator <input type="checkbox"/> Event Organizer <input type="checkbox"/> Rent from: _____ Booth Size: _____ | | | |
| LIST ALL FOOD & BEVERAGE PRODUCTS THAT WILL BE PREPARED, SOLD OR GIVEN AWAY | | | |
| Attach additional pages as necessary | | | |
| Food Item | Prepackaged (Y or N) | Identify type of preparation at other location** | Identify type of preparation at food booth (i.e. assembly, portioning, cooking, etc.) |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **For food items that will be prepared at another location complete the below information and attach a copy of the food facility's current health permit. Note: A specialized processing permit from the State of California (PFR or a Milk and Dairy License) is required for processes such as: bottling, canning, juicing, manufacturing jerky or milk products; and for food products packaged and sold offsite from where it is prepared. In addition, FDA registration is required for operations proposing to sell imported foods at a community event. Be aware that if all required documents are not provided, the application process cannot be completed. | | | |
| Food Facility Name: | | Name of Permit Holder: | |
| Address and City: | | Facility Contact Number: | |
| Method of food temperature control during transportation: | | | |

HOT/COLD HOLDING EQUIPMENT

Identify methods of maintaining food hot (135°F) or cold (41°F/45°F)

| | | | | |
|---------------------|--|--|--|---|
| Cold Holding | <input type="checkbox"/> Mechanical Refrigerator | <input type="checkbox"/> Ice Chest | <input type="checkbox"/> Cold Table | <input type="checkbox"/> Not Applicable |
| | <input type="checkbox"/> Other (Specify): _____ | | | |
| Hot Holding | <input type="checkbox"/> Steam Table | <input type="checkbox"/> Chaffing Dishes | <input type="checkbox"/> Electric Warmer | <input type="checkbox"/> Not Applicable |
| | <input type="checkbox"/> Other (Specify): _____ | | | |

I agree to voluntarily destroy any and all potentially hazardous food(s) held at 45°F and/or held at or above 135°F at the end of the operating day in a manner approved by the enforcement agency. _____ Initial

EQUIPMENT/UTENSILS

Will multi-use kitchen utensils be used inside the booth for preparation?
 Yes (complete Utensil Washing section and Liquid Waste Removal section) No Not Applicable

Utensil Washing
 Three-compartment sink within food booth Shared 3-compartment sink provided, provided by: _____
 Event is less than 4 hours – extra utensils will be available. Before and after the event, utensils will be washed, rinsed, and sanitized at an approved food facility at: _____

Sanitizer to be used (test strips must be available to test sanitizer concentration)
 Chlorine Quaternary Ammonia Iodine

Identify all equipment that will be used for food preparation at the food booth:
 Barbecue Grill Range Burner Deep Fryer Griddle Mixer/Blender
 Other (Specify): _____

FOOD PROTECTION

Identify methods of protecting foods from customer contamination:
 Sneeze Guards Hinged Chafing Dishes Individual Portion Samples
 Other (Specify): _____

HANDWASH FACILITIES

Handwashing facilities provided by: Event Organizer Food Booth Operator
Hand soap, single-use towels, and a trash receptacle must be provided at all handwashing sinks

Type of handwashing facility that will be used:
 Gravity-fed warm water (100°F) with spigot and catch basin (*approved for events that operate for three days or less*)
Waste water must be properly disposed
 Self-contained portable unit (with potable water and waste water holding tanks)
 Permanently plumbed with hot and cold water under pressure

FACILITY REQUIREMENTS

| | |
|---|--|
| <p>Electrical Supply Provided by : <input type="checkbox"/> Event Organizer <input type="checkbox"/> Booth Operator</p> <p><input type="checkbox"/> Refrigerator or Freezer available for overnight storage <input type="checkbox"/> Lighting available</p> <p>Refuse Removal Provided by : <input type="checkbox"/> Event Organizer <input type="checkbox"/> Booth Operator Identify responsible party for waste removal: _____</p> | <p>Toilet Facilities for Food Employees Provided by : <input type="checkbox"/> Event Organizer <input type="checkbox"/> Booth Operator</p> <p>Liquid Waste Removal Provided by : <input type="checkbox"/> Event Organizer <input type="checkbox"/> Booth Operator Identify responsible party for liquid waste removal: _____</p> <p>Frequency of liquid waste removal: _____ per day</p> |
|---|--|

NON-PROFIT CHARITABLE TEMPORARY FOOD FACILITIES ONLY

I declare under penalty of perjury that the non-profit charitable organization information is true and accurate, and I have provided current supporting documentation showing our up-to-date non-profit status. I further certify the following to be true:

- The booth will be operated by members of our organization or other noncommercial supporters.
- All proceeds will be turned over to the above named non-profit organization or to another approved non-profit entity.
- I understand that any exemption issued to us would be for the operation of our non-profit association's food booth only and would not imply a blanket approval covering the operation of commercial food facilities at the occasional event.
- We understand that our organization may operate up to four (4) times annually (July – June) and each time operated may not exceed three (3) days in duration.

Non-Profit Authorized Representative Name (print): _____ Title: _____

Signature: _____ Date: _____

40TH ANNUAL CYPRESS COMMUNITY FESTIVAL

Saturday, October 9, 2021

2:00 PM to 10:00 PM



www.cypressfestival.com

Cypress Community Center/Oak Knoll Park
5700 Orange Ave, Cypress, CA 90630

BOOTH VENDOR POLICIES AND PROCEDURES

BOOTH CATEGORY DEFINITIONS

| | |
|---|---|
| Artisan/Craft Booth <i>Sections 100, 200 and 800-819</i> | Hand crafted or artistically altered items by you, the vendor. Food is prohibited. Note: Submission of pictures are mandatory for artisan/craft applications. |
| Business Expo Booth <i>Section 700 and 820-839</i> | A business, partner, or independent representative, including direct sales representatives (i.e. Cutco, ColorStreet, Mary Kay, Papparazzi Jewelry, Tupperware, etc.), offering or promoting a product or service. |
| Food Booth <i>Food Hall / Section 400</i> | Commercial (“For-Profit”) and “Non-Profit” food booths must remain separate. All food vendors are responsible for completing and submitting any and all documents required by the Orange County Health Department, prior to the event, and must be self-contained. A Health Department Representative will inspect all food booths at the festival. |
| Game Booth <i>Section 600</i> | Game booths are managed by and benefit a non-profit organization in the Children’s Area. |
| Independent Specialty Booth <i>Section 900</i> | A home-based business, without a logo, and has no affiliation to a commercialized entity or subsidiary, providing a service, or goods, and subsequently conduct the service or exchange of goods during the festival. Any products or services from a retail location (permanent or temporary), where customers can walk in (or up) to and purchase goods or services will be considered a Business Expo booth vendor. Note: Submission of pictures are mandatory for independent specialty booth applications. |
| Information Booth <i>Section 500</i> | A non-profit organization providing information only; not selling or promoting a product or service. |

BOOTHS

All booths are a 10’ x 10’ space. Vendors must provide their own table(s), chair(s), and canopy. Booths are available on a first-come first-serve basis. The booth committee has the right to prohibit any item(s) of the artisan/craft merchandise that is not approved to be hand crafted or artistically altered by the vendor. Vendors will be asked to remove such items. All applications will be reviewed to determine the vendor’s business meets the criteria described in the definition above. Only items on the approved application can be sold. **SPACES ARE LIMITED.** Vendors will only be accepted until capacity is reached.

BOOTH FACILITATOR

Business Expo and Commercial Food booths are facilitated by a representative of the Cypress Chamber of Commerce. Artisan/Craft, Game, Independent Specialty, Information and Non-Profit booths are facilitated by the Cypress Community Festival Booth Coordinator.

CANDLES/INCENSE

Due to safety issues, burning of candles or incense is prohibited.

DESCRIPTIONS

Descriptions of each item to be sold is required. Photos are required for artisan/craft and independent specialty booths. Only the items described on the approved application are to be sold.

DUPLICATION

Duplication of individual food among the food vendors and artisan/craft vendors may occur. However, business expo vendors will not be duplicated. The Cypress Community Festival Association, Inc., reserves the right to limit duplication of product services.

ELECTRICITY

Electricity is available, upon request, on a first-come first-served basis, for an additional fee of \$40 per outlet, due at the time of registration. Business Expo Booths 749-770 include electricity at no extra cost. Exhibitors and food vendors using electricity are encouraged to bring a heavy-duty extension cord, at least 50 feet. **GENERATORS ARE STRICTLY PROHIBITED.**

FIRE EXTINGUISHER

All vendors cooking or using materials that require fire or gas **MUST** have a fire extinguisher in their booth at all times. Vendors must provide their own extinguishers.

LITERATURE

Dissemination of any literature is limited to the confines of the booth that the individual or organization has rented.

LOADING/UNLOADING/PARKING

One loading/unloading permit pass will be included in the final vendor packet, along with a map and parking instructions. Final vendor packet will be sent by regular USPS mail, at least one week, prior to the festival. Assistance is not available for loading or unloading of equipment. Business Expo and all Food Vendor booths will set up beginning 10:00 AM and vehicles must be cleared from the Business Expo and Food Hall area by 11:30 AM. The Arts & Crafts, Information and Specialty Vendor booths will set up beginning 11:30 AM. **All vehicles must be cleared from the festival grounds by 1:00 PM.** Vendor's will have the option to clear their booth beginning at 8:00 PM and park in the assigned Temporary Vendor Parking Stalls located near Ramp A and Ramp B. All Vendors must clear the grounds by 10:30 PM.

Vendor parking is limited and available on a first come, first served basis at the designated off-grounds parking area located at Morris Elementary School, 9952 Graham St, Cypress, CA 90630.

REFUNDS/CANCELLATIONS

Requests must be made in writing and mailed to the appropriate booth facilitator. Refund requests must be post marked by September 9, 2021. **Refunds requested after this date will be made on a case-by-case basis.**

SIGNAGE

Vendor signage is not included. Each vendor must provide their own signs. Signs may not be larger than the booth. Signs should identify the type of activity or food, and the sponsoring organization. Letters must be a minimum of 2" in height.

WAIVER

The *Cypress Community Festival Waiver, Release and Indemnity Agreement* must accompany each application. Any applications received without the signed waiver will be considered incomplete and not processed until the signed waiver is received.

CYPRESS COMMUNITY FESTIVAL
WAIVER, RELEASE AND INDEMNITY AGREEMENT



www.cypressfestival.com

THIS AGREEMENT MUST BE SIGNED BY ALL FESTIVAL VENDORS

The COVID-19 (Coronavirus) outbreak is an ongoing and developing situation. The Cypress Community Festival Association ("CCFA") encourage the community to monitor publicly available information and to always follow federal, state and county public health guidance and government mandates. While participating in these activities, you are required to follow all applicable social distancing orders and guidelines. By potentially being exposed to others who might have COVID-19, you assume the risks of exposure to COVID-19 and assume all potential health risks to yourself and that could cause harm to you and your family. The CCFA is following recommended steps by County health officials. The CCFA cannot protect you nor your family against all possible risks of COVID-19. We encourage you to wash your hands frequently and take all necessary steps to protect your health consistent with federal, state and county public health guidelines.

In exchange for participating in the Cypress Community Festival (the "Festival"), I hereby agree on behalf of myself and my spouse, parents, children, family, employees, agents, heirs, estate, executors, company or other entity, of any form or type, representatives, administrators, insurers, successors and assigns, distributees, guardians and/or other legal representatives (collectively the "Releasing Parties") to fully release, discharge and to not make any claim against, file a lawsuit against, attach the property of, or prosecute the CCFA, Cypress Chamber of Commerce (the "Chamber"), City of Cypress (the "City"), and/or Cypress Recreation and Park District (the "District") and/or either of their employees, officers, elected and appointed officials, volunteers, boards, departments, agents, contractors and/or anyone else acting on its/their behalf (collectively the "Released Parties") for any and all claims, causes of action, including, but not limited to, emotional distress, bodily injury, death, or property damage arising out of any actions by any of the Released Parties' employees, officers, elected and appointed officials, volunteers, boards, departments, agents, contractors and/or anyone else acting on the Released Parties' behalf in connection with the Festival. In addition, the Released Parties will indemnify the Releasing Parties for damages due to the negligent or willful acts of the Released Parties. **I UNDERSTAND THIS RELEASE SHALL BE EFFECTIVE EVEN IF THE LOSS, DAMAGE OR INJURY WAS NOT FORESEEABLE OR RESULTS, IN WHOLE OR IN PART, FROM THE NEGLIGENCE OF THE RELEASED PARTIES AND/OR ANY OF THE ABOVE PERSONS.**

I further understand that my participation in certain activities during the Festival could involve the risk of serious injury and even death, and agree to assume any and all risk of serious injury or death in participating in those activities. In case of an accident or other emergency, personnel of the Released Parties and/or their agents, are hereby authorized to secure medical care deemed necessary by them, as a result of that accident or injury, for me at my expense. I further agree to indemnify and defend the Released Parties and to pay for any and all costs incurred (including, but not limited to, medical treatment, pain and suffering, emotional distress, any settlement paid or judgment, legal costs and/or attorneys' fees) as a result of any injury and all claims of any nature caused by and/or as a result of Releasing Parties' conduct at the Festival. I also consent to the use of activity/event photography and/or video taping of me and the display of those pictures for promotional use, including on the Released Parties websites and social media sites.

By signing below, I acknowledge and represent that **I HAVE COMPLETED THE VENDOR BOOTH APPLICATION, READ THIS AGREEMENT AND THE BOOTH VENDOR POLICIES AND PROCEDURES CAREFULLY, I FULLY UNDERSTAND THEIR CONTENTS, MY FINANCIAL OBLIGATIONS AND I VOLUNTARILY AGREE TO THEIR TERMS.** No oral representations, statements or inducements, apart from this written agreement, have been made. If any portion of this agreement is declared invalid by a court, the remainder shall continue in full force and effect. Where this agreement is signed by a parent or legal guardian on behalf of a minor, the use of the word "me" in this agreement shall include and bind the minor, and the use of the word "I" in this agreement shall include the parent or legal guardian acting on behalf of and binding the minor to this agreement.

I declare under the penalty of perjury under the laws of the State of California that I am eighteen (18) years of age or older and am fully competent to sign this agreement. IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, by signing below, I declare under the laws of the State of California that I am the parent/legal guardian for the minor participant herein and am authorized to sign this agreement on their behalf.

If signing for a company/entity, the person executing this agreement on behalf of that party represents and warrants that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this agreement on behalf of said party and to bind that party, including its members, agents and assigns, (iii) by so executing this agreement, such party is formally bound to the provisions of this agreement, and (iv) the entering into this agreement does not violate any provision of any other agreement to which said party is bound.

PRINT NAME

COMPANY/ENTITY NAME

SIGNATURE

DATE

THIS AGREEMENT MUST BE SIGNED BY ALL FESTIVAL VENDORS AND INCLUDED WITH THE VENDOR APPLICATION AND PAYMENT TO AVOID ANY DELAYS IN PROCESSING THE REQUEST.