



FOOD VENDOR APPLICATION

TEHACHAPI MOUNTAIN FESTIVAL
PHILIP MARX CENTRAL PARK
AUGUST 17TH 10AM - 6PM
AUGUST 18TH 10AM - 4PM

FULL NAME

BUSINESS NAME

ADDRESS

Street Address

Postal / Zip Code

EMAIL

PHONE NUMBER

KC ENV HEALTH PERMIT #

MERCHANT DESCRIPTION Please describe the menu you'll have and the general price range.

Please include the following in your application:

- 1.) Signed agreement to policies & procedures & signed release of liability (attached)1.)
- 2.)All applicants must provide **proof of insurance** for this event (see details below)
- 3.)Three separate **Indemnity Agreements** signed for each host
- 4.)Completed Form **CDTFA-410-D** (attached)
- 5.) Health Permit (Deadline is July 7th, 2024)
- 6.)Fee: Early Entry Fee (\$380 per 10'x30')
 Regular fee paid after May 31st is \$405. **Deadline to register is July 1st**
 Payment method: ___**Check** (made payable to Greater Tehachapi Chamber of Commerce) ___**Credit Card** (pay over the phone 661-822-4180) ___**Cash**.
- 7.) Pictures of menu items and food truck or booth
- 8.) Attach a map of your vendor space with propane tank, sink, fire extinguishers and dimension of the space included.

Clare Scotti
CLARE SCOTTI
Executive Director

Your application will not be processed unless everything on the above checklist has been submitted. It is the applicant's responsibility to submit a completed application.





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Vendor Rules and Event Details - Please read and sign

By signing below, vendor applicant agrees to adhere to the Tehachapi Mountain Festival Policies and Procedures upon acceptance of application. Any questions should be addressed before the application is submitted.

1. No pornographic, drug related items, tattoos, or ear/body piercing will be permitted
2. No guns, knives or weapons of any kind, nor toys that appear as weapons will be permitted
3. Electricity and water will not be available. Quiet generators may be permitted depending on booth location.
4. No animals will be permitted unless they are registered service animals. (City Ordinance #79-02-441)
5. No bicycles will be allowed on festival park grounds
6. **Absolutely no dumping of oil or food waste into or around park grounds.** You must carry all waste out.
7. Vendors must have their own dolly or rolling cart to transport materials from parking lot to station. **Absolutely no vehicles will be permitted on park grass.** Please plan accordingly.
8. All vendors must provide their own booth fixtures (i.e. tarps, tables, chairs, etc.)
9. Each booth space will be numbered and your booth must be set up in the assigned space, or you'll be required to move. As per Kern County Fire Marshal, **all food booths must have 30' between the order window and the cooking apparatus. The booth must be fully enclosed.**
10. Security will be provided overnight Friday and Saturday; however, all vendors are solely responsible for their own merchandise.
11. Festival hours are 10AM to 6PM on Saturday and 10AM to 4PM on Sunday. Set up will begin on Friday, August 16th at 10am for Arts and Crafts and Commercial vendors located within the park. **Food Trucks and food vendors will be able to begin setup at 1pm.** Please do not pull in parallel to the sidewalk, there needs to be as much space as possible for ALL vendors to unload. At 1pm, all Arts and Crafts and Commercial Vendors will need to move their vehicles to make room for the Food Vendors.
12. Breakdown on Sunday will not begin until 4pm. No Exceptions! **Food vendors will need to vacate the area first.** Booths that are packed up and ready to load their vehicles will be given priority and will be given a ticket for re-entry to the parking spaces to load. Please be ready to load your vehicle as quickly as possible.
13. This event is rain or shine. If the event is cancelled by an Act of God or unforeseeable circumstance within 48 hours of the event, refunds will not be given.

Any vendors who do not adhere to festival policies and procedures will forfeit their booth fee and be removed from the event.

Vendor Signature & Date

Release of Liability

Read Carefully - This Affects Your Legal Rights

In exchange for participation in the activity of the Tehachapi Mountain Festival organized by Greater Tehachapi Chamber of Commerce, of 209 E Tehachapi Blvd, Tehachapi, California, 93561 and/or use of the property, facilities, and services of Greater Tehachapi Chamber of Commerce and Tehachapi Valley Recreation and Parks District, and the City of Tehachapi (hereafter referred to as "Hosts"), I, _____, of

_____, agree for myself and (if applicable) for the members of my business, to the following:

The 2024 Tehachapi Mountain Festival is a rain or shine event. The Greater Tehachapi Chamber of Commerce is not responsible for cancellation due to weather or acts of God. Refunds will not be given 48 hours prior to the event.

1. Agreement To Follow Directions. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Greater Tehachapi Chamber of Commerce, or the employees, representatives, or agents of Greater Tehachapi Chamber of Commerce.

2. Assumption of the Risks and Release. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my employees, partners, volunteers, and/or family members, and further release and discharge Greater Tehachapi Chamber of Commerce for injury, loss, or damage arising out of my or my employees, partners, volunteers, and/or family's use of or presence upon the facilities of Greater Tehachapi Chamber of Commerce, whether caused by the fault of myself, my business members, Greater Tehachapi Chamber of Commerce or other third parties.

3. Indemnification. I agree to indemnify and defend the Hosts against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of the Hosts.

4. Fees. I agree to pay for all damages to the facilities of the hosts caused by any negligent, reckless, or willful actions by me or my business members.

5. Applicable Law. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.

6. No Duress. I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Greater Tehachapi Chamber of Commerce has offered to refund any fees, before July 1st at 5pm, I have paid to use its facilities if I choose not to sign this agreement.

7. Arm's Length Agreement. This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this agreement, as well as any other statute or common law principles of similar effect.

8. Enforceability. The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

9. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

By: _____
Vendor Applicant Printed Name

Vendor Applicant Signature

Date



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Insurance

If you plan to participate in the 2024 Tehachapi Mountain Festival, you will need to provide proof of insurance showing coverage for Tehachapi Mountain Festival in the amount of One Million dollars per occurrence. You will need the following:

An endorsement to your policy showing that it is the **primary** insurance and naming the following three entities as certificate holders (additionally insured):

Please use the following wording:

- 1.) **The Greater Tehachapi Chamber of Commerce, its employees, board members, agents and volunteers.**
- 2.) **The City of Tehachapi, its Officers, Councilpersons, Commissioners, Employees, and Agents.**
- 3.) **The Tehachapi Valley Recreation & Parks District, its employees, board members, officers and agents.**

Your insurer must have an A:VII rating from AM Best Insurance Rating.

Send copies of your proof of insurance to chamber@tehachapi.com or mail to PO BOX 401 Tehachapi CA 93581. The Chamber will ensure copies are distributed to each of the above agencies.

Vendor Signature & Date



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Indemnity Agreement: Greater Tehachapi Chamber of Commerce

This agreement made this ____ day of _____, 2024 by _____ (the “vendor”) who whereby makes this Agreement in favor of and for the benefit of the Greater Tehachapi Chamber of Commerce, a 501C6 organization , hereinafter referred to as the “Agency.”

1. In consideration for Agency allowing Vendor to participate in the 2024 61st Tehachapi Mountain Festival organized by the Greater Tehachapi Chamber of Commerce, Vendor hereby agrees to indemnify, defend (with council reasonably acceptable to Agency) and hold harmless Agency, their board members, employees, volunteers and agents from and against all claims, actions, judgements, damages, and costs (including attorney’s fees) from injuries or damages arising out of or relating in any way to Vendor’s participation in the 2024 Tehachapi Mountain Festival or any act or omission by Vendor irrespective of Agency’s contribution to same, excepting there from injuries or damages caused solely by the acts or omissions of Agency.
2. A facsimile copy of this Agreement shall constitute an original for all purposes.
3. IN WITNESS WHEREOF, Vendor has executed this Agreement on the date first hereinabove written.

Vendor Signature & Date



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Indemnity Agreement: City of Tehachapi

This agreement made this ____ day of _____, 2024 by _____ (the “vendor”) who whereby makes this Agreement in favor of and for the benefit of the City of Tehachapi, a municipal corporation, hereinafter referred to as the “Agency.”

1. In consideration for Agency allowing Vendor to participate in the 2024 61st Tehachapi Mountain Festival organized by the Greater Tehachapi Chamber of Commerce, Vendor hereby agrees to indemnify, defend (with council reasonably acceptable to Agency) and hold harmless Agency, their officers, councilpersons, employees, and agents from and against all claims, actions, judgements, damages, and costs (including attorney’s fees) from injuries or damages arising out of or relating in any way to Vendor’s participation in the 2024 Tehachapi Mountain Festival or any act or omission by Vendor irrespective of Agency’s contribution to same, excepting there from injuries or damages caused solely by the acts or omissions of Agency.
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Indemnity Agreement: Tehachapi Valley Recreation & Parks District

This agreement made this ____ day of _____, 2024 by _____ (the “vendor”) who whereby makes this Agreement in favor of and for the benefit of the Tehachapi Valley Recreation and Parks District, a subdivision of the State of California, hereinafter referred to as the “Agency.”

1. In consideration for Agency allowing Vendor to participate in the 2024 61st Tehachapi Mountain Festival organized by the Greater Tehachapi Chamber of Commerce, Vendor hereby agrees to indemnify, defend (with council reasonably acceptable to Agency) and hold harmless Agency, their officers, councilpersons, directors, employees, and agents from and against all claims, actions, judgements, damages, and costs (including attorney’s fees) from injuries or damages arising out of or relating in any way to Vendor’s participation in the 2024 Tehachapi Mountain Festival or any act or omission by Vendor irrespective of Agency’s contribution to same, excepting there from injuries or damages caused solely by the acts or omissions of Agency.
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CDTFA-410-D Form Concerning Swap Meets, Flea Markets or Special Events Certification

Please visit

<https://www.cdtfa.ca.gov/formspubs/cdtfa410d.pdf>

to fill out the form online and attach to this application, or complete the following form.

Call 661-822-4180 or email chamber@tehachapi.com with questions.

Thank you!

SWAP MEETS, FLEA MARKETS, OR SPECIAL EVENTS CERTIFICATION TO OPERATOR

You are required to verify your seller's status by law. Please complete all four sections of this form and submit your completed form to the operator of each event where you are a seller. Partners and additional sellers at your business location should complete a separate copy of this form.

1. EVENT INFORMATION

EVENT NAME AND PLACE

EVENT DATE(S)

TABLE/BOOTH/LOCATION ID NUMBER

2. VENDOR/EXHIBITOR INFORMATION

OWNER'S NAME

MAILING ADDRESS (street number or P.O. box, city, state ZIP Code)

TELEPHONE NUMBER

DRIVER LICENSE NUMBER/STATE ID NUMBER AND STATE

TYPE OF BUSINESS AND DESCRIPTION OF ITEMS TO BE SOLD/DISPLAYED

3. STATUS (check the appropriate boxes and provide the requested information)

- I hold a valid seller's permit. My permit number is: _____
- I am not making or soliciting sales of tangible personal property at this event.
- I am not required to hold a seller's permit because:
 - My retail product sales are not subject to tax
 - My sales are exempt occasional sales (see explanation below)
 - I sell on behalf of a section 6015 retailer _____ (name)

4. CERTIFICATION

The above statements are certified to be correct to the best of my knowledge and belief.

NAME (type or print)

TITLE

SIGNATURE

DATE

People who sell tangible personal property (merchandise) in California are generally required to hold a seller's permit. You **may not** sell at this event without a seller's permit, unless you are not required to hold one. You are required to have a permit if you are selling, even temporarily, new or used merchandise, including items you purchased for the purpose of reselling to others. You are not required to hold a seller's permit if you are only making "occasional" sales (see below), selling products that are not taxable when sold at retail, or selling on behalf of a section 6015 retailer (see below).

You may register for a seller's permit by visiting our website at www.cdtfa.ca.gov. If you obtain a temporary seller's permit, the business address on that permit should be the address of the temporary selling location and the mailing address should be your permanent place of business or residence.

Occasional and Nontaxable Sales—Due to the number, scope, and character of their selling activities, some sellers are not required to hold a seller's permit. For example, a person who is disposing of unwanted household items, and does this no more than twice in any twelve-month period, is generally considered to be an occasional seller. Also, some sellers who make only nontaxable sales are not required to hold a seller's permit. Examples include sellers of fresh produce or other cold food products sold exclusively "to go." Please note, however, some food sales are taxable, including sales of food for consumption in places where admission is charged, including some swap meets or flea markets.

Section 6015 Retailers—Revenue and Taxation Code section 6015 relieves certain individuals of the requirement to obtain a seller's permit when: (1) the product supplier is a CDTFA approved section 6015 retailer, (2) the product supplier reports and pays tax on the actual "retail selling price," (3) the individual is selling only those items purchased from the section 6015 retailer, and (4) the individual provides the name of the product supplier. Typical section 6015 retailers include multi-level marketing retailers that solicit sales through a network of individual salespeople/representatives.

CLEAR

PRINT