

FALL – LOMPOC PIRATE FAIR

AUGUST 25TH & 26TH 2018

OLDETYMEPRODUCTIONSINC PARTICIPANT AGREEMENT

1. Participant herein will be referred to as the PARTICIPANT, and OLDETYMEPRODUCTIONSINC as operator of the event.
2. DATES AND TIMES: The event will be held on:
SATURDAY & SUNDAY AUGUST 25th & 26th 2018, 10:00 AM to 6:00 PM both days.
REGISTRATION & SET-UP TIME:
FRIDAY, August 24th – 10:00 AM to 10:00 PM;
SATURDAY April 25th – 7:30 AM to 9:30 AM.
Gates will be locked at midnight until 7:00 AM
Additional information to follow on confirmation.
3. LOCATION: The event will be held at FELICITA PARK, ESCONDIDO, CALIFORNIA.
4. THEME: The theme for this event is PIRATE. If you stay within PIRATE/RENAISSANCE style you should blend in well. If you stick to the basic outlines in this contract both you and your booth should fit in fine.
5. RENTED SPACE: The event will rent a basic space of 12' x 12' in size. This space is the Participant's sole sales area. No mobile sales may be set up without written permission from the Event. Participant shall not assign or sublet space, share space with another Participant without the prior written consent of the Event. No participant is to change location without prior approval of the Event. **ROVING VENDORS MUST CHANGE LOCATION EVERY 2 HOURS. IF NOT, THEY WILL BE CHARGED A RENTED BOOTH SPACE.**
6. VENDOR FEES: Vendor/participant shall pay one of the following booth fees: **SEE SEPARATE APPLICATION.**
7. ENCAMPMENTS: Selling Vendors are not permitted within an Encampment unless prior permission has been given by the Event and Vending fee is paid for each Vendor.
8. VENDOR'S MERCHANDISE: The Participant shall use the rented space for the purpose of selling only those items that have been approved by the Event's committee. Any changes must be approved by the Event. The Participant shall sell items continuously during Event hours. Participants will be allowed to utilize their booth(s) only for purpose applied in the application.
9. 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 Event committee with pictures of their costuming and booth for approval.

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10. **SIGNAGE:** All signs must follow the theme of the Event. No plastic banners, no day glow colors will be allowed. Signs should be made of wood or cloth and painted with colors suitable with the theme. **Merchants are required to post their business sign.**
11. **AMPLIFIED MUSIC:** Tape-recorded or amplified music will not be allowed by anyone other than a Vendor selling authentic music. Vendors selling authentic music must have speakers covered and out of sight or use headsets for the customers. **NO RADIOS.**
12. **SET-UP:** Participants will be allowed to begin setting up their booths on **FRIDAY, AUGUST 24 at 10:00 AM. If arriving on SATURDAY morning, Participant may unload their vehicles at their booth and then move their vehicle to Participant's parking. No vehicles allowed on-site after 9:30 AM. THURSDAY SET-UP WILL NOT BE ALLOWED.**
13. **BREAKDOWN:** Participants may not break down their booth before the closing of the Event. Booths and encampments must be broken down and ready to pack **PRIOR** to bringing vehicle on site.
Vehicles will not be allowed on site until all visitors have left the site and security feels it is safe to bring vehicles on site. ALL BOOTHS MUST BE CLEARED FROM THE EVENT SITE BY SUNDAY NIGHT UNLESS PRIOR AUTHORIZATION HAS BEEN GIVEN BY OLDETYMEPRODUCTIONSInc. Any materials left on site will become the property of the Event. All participants must be off site by noon Monday.
14. **VEHICLES AND PARKING:** The Event will **provide 2 vehicle or trailer parking passes for each Vendor booth.** All vehicles must be parked in assigned parking areas and not on roadways. **VEHICLE PASSES ARE TO HAVE NAME AND BOOTH, GUILD OR ACT WRITTEN ON THEM AND ARE TO BE KEPT VISIBLE ON VEHICLE DASH/WINDOW AT ALL TIMES. CARPOOLING IS ENCOURAGED.**
15. **SITE ENTRY:** Vendors are allowed 4 gate passes (Wrist bands). Names of workers must be submitted with application prior to event. **Roving Vendors and Readers are allowed 2 passes.** Additional passes will be available at a discount. Participants must show their passes to security upon request and will not be allowed to enter Event without pass. Every participant must sign check in book to receive a gate pass (wrist band).
16. **GARBAGE:** **Participants are responsible for disposing of their own trash.** Please place your own trash container within your booth for this purpose. Dispose of trash in your site each night. Any trash left in your site after breakdown will result in a non-refundable cleaning deposit for all future events. As we are not the only people using this site, please treat it with the respect it is due. Clean up your own mess and transfer all your trash to the large dumpster in vendor parking each night.
17. **INDEMNITY AGREEMENT:** Participant shall indemnify and hold 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 Event by any third party of any nature of form whatsoever as a result of the Participant's operation. The applicant agrees to hold the Event harmless from all claims for damage or loss arising out of or connected with, in any way whatsoever, the Participant's use of connection therewith.

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18. **EVENT AND GOVERNMENTAL REQUIREMENTS:** Participant 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 Event to close the Participant's booth(s) and to bar the Participant and his/her employees from the Event site. The Event management shall be the sole determiner of such failure. Each Participant is responsible for all necessary and appropriate city, county, state and/or Federal licenses, taxes and permits, if any. Participant, as an independent contractor is solely responsible for his/her own Workman's Compensation insurance as regards to his/her own employees, helpers, etc. Participant shall be responsible for keeping satisfactory records of all transactions and shall pay California State Sales Tax attributable thereto. If any booth(s) are forced to shut down, due to a lack of required licenses or permits, this notice serves as a caution that the Event is not liable for such licenses and will not refund fees and deposits in such instances. The Event reserves the right to remove any such instances. The Event reserves the right to remove any Participant 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.
19. **ATTENDANCE:** Participant agrees by the signing of this contract to be present at all times the Event is in operation. To assure a consistency in the breakdown and cleaning process Sunday evening, all Participants shall remain open until the Event closes on Sunday.
20. **USE OF PARTICIPANT NAME OR PHOTOGRAPH:** Participant consents to the use of his/her name, picture, image, recorded voice or music and those of his/her employees and agents by the Event, it's assignments and it's licenses, in connection with Events and without inspection, for such purposes of commercial or promotional usages.
21. **USES OF SERVICE MARK OR LOGO:** Participant understands and agrees that the Event "Names" and various logos thereof are the service marks and trademarks of OLDETYMEPRODUCTIONSInc. Participant understands and agrees not to use said marks without express written authorization of the respective entity.
22. **CANCELLATION: CANCELLATION MUST BE IN WRITING 14 DAYS PRIOR TO THE EVENT TO RECEIVE CREDIT TO BE APPLIED TO A FUTURE EVENT. NO REFUNDS WILL BE ISSUED.**
23. **SEVERABILITY:** Each and every covenant and agreement contained in this contract shall be for all purposes construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement herein by the Event shall in no way or manner discharge or relieve the Participant from the Participant's obligation to perform each day and every convenient and agreement herein. If any term or provision of this contract, or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this contract shall not be affected thereby and each term and provision of this contract shall be valid and shall be enforceable to the fullest extent permitted by law.
24. **DISCLAIMER:** The Event shall not be responsible in any manner or form whatsoever for failure of the Event to be open or be operable for any reason of cause whatsoever; it being the intent of the parties that all risks of operation or lack of operation of the Event shall be borne entirely by the Participant and negotiations, if any by the Event shall be at the direction of the Event and further that any demands, torts, or causes of action shall be

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submitted to a mutually agreed upon arbitrator for negotiation and settlement.. The Event will provide security of site, however, the Event shall have no liability of theft or damage to merchandise or displays of any Participant or other persons entering the Event grounds with or without the consent of the Event.

25. VALIDITY: This contract will be received, signed by the Participant, 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 Event.
26. DEMONSTRATIONS AND ENCAMPMENTS: The Event will assign certain areas for encampments and demonstrations of skill, crafts, or services that may be applicable to the Event's theme. **If you are interested in an encampment area, you must give the Event Committee a complete description of your costuming, proposed activities, equipment, site requirements, and number of persons in your encampment. All encampments and demonstrations are subject to the approval of the Event.**
27. ANIMALS: If you bring an animal (horse, etc.) with you, you must provide the Event a copy of a Liability Insurance for your animal naming the Event as also insured. If you do not have this insurance, you will be asked to sign a waiver of liability. Dogs must be on a leash.
28. DEADLINE: **Vendor fee deadline is April 1st.** Vendor applications received after **AUGUST 1st** must include \$50 dollar late fee. Applications will be accepted up until spaces are filled. Final acceptance of any & all applications will be at discretion of OLDETYMEPRODUCTIONSInc. **As we use booth fees to finance our advertising for the Event, the sooner you get your fees in the better for both of us. If a Vendor application is post-marked after the deadline and the late fee is not included it will not be processed until we receive the late fee.**
29. **GUILDS** are required to participate in Meet-n-Greet at the front gate as scheduled.

PLEASE KEEP THIS AGREEMENT FOR YOUR INFORMATION AND COMPLETE THE ENTERTAINER/GUILD APPLICATION OR VENDOR APPLICATION AND RETURN TO OLDETYMEPRODUCTIONSInc AS SOON AS POSSIBLE.

**OLDETYMEPRODUCTIONSInc
P.O. BOX 52 OAK VIEW, CA.93022
Phone: Richard 805-665-0359
Vendor and Guild Contact: Tami 805-628-0214
E-mail: oldetymeproductionsinc@gmail.com**

ENTERTAINER OR GUILD APPLICATION

Please complete this form and return with additional requested information to OLDETYMEPRODUCTIONSINC

NAME OF ACT OR GUILD _____
NAME OF CONTACT PERSON _____
ADDRESS _____
CITY, STATE, ZIP _____
PHONE NUMBER – DAY _____ EVENING _____
Is this a new address? Yes _____ No _____ E-MAIL ADDRESS _____

THE FOLLOWING MUST BE COMPLETED:

1. **ENTERTAINER**: Provide a short outline of your act, stage, street performances, etc.

All requested fees will be considered, however, due to the limited entertainment budget these fees may be negotiated or refused. _____

2. **GUILDS**: What type of guild do you have and what will you contribute to the Faire?
ALL GUILDS MUST COMPLETE THIS SECTION!!

- A. **GUILDS**: Please provide space request as follows
(Please do not use the word "same" as a space requirement):
Space size may be adjusted due to space availability.

Frontage (not to exceed 50'): _____
Depth: _____
Other space requirements: _____

3. If you are a new participant a current photograph is required.
4. Complete gate list of your performers or group. Please type your gate list on a separate sheet of paper with the name of your group at top of page OR use the enclosed form.
Include members only. Changes or additions will not be accepted after Aug 9TH

I HAVE READ AND UNDERSTAND PARAGRAPHS #1 THROUGH #29 OF THE PARTICIPANTS AGREEMENT.

SIGNATURE _____ DATE _____

**RETURN ALL REQUESTED INFORMATION TO: OLDETYMEPRODUCTIONSINC
P.O. BOX 52 OAK VIEW CA. 93022
Phone Tami 805-628-0214 or Richard 805-665-0359 Email: oldetymeproductionsinc@gmail.com**

Please keep agreement pages 1-3 for your information. Return completed form, outline, gate list, etc.

GATE LIST CHECK-IN ENDS AT 11:00 AM SATURDAY AND 10:00 A.M. SUNDAY. MAKE SURE ALL MEMBERS ARE ON TIME. THERE IS A \$5 REGISTRATION FEE PER WEEKEND.

**Guild members will Not Be Allowed to Park in Vendor Parking Areas.
Please list MEMBERS ONLY on your gate list.**

DEADLINE FOR ENTERTAINERS & GUILDS – AUG 1

LATE CHECK IN WILL BE CHARGED AN EXTRA \$5 FEE NO EXCEPTIONS

GATE LIST

PLEASE USE THIS FORM FOR EASY CHECK IN, THANK YOU

GUILD OR ENTERTAINER NAME _____

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36. _____

*Please do not list friends and family members to get them free admission.
We will have discount tickets (\$10.00) available for family members who are not in your guild.*

NEW TENT CITY RULES

PARK RULES

1. NO ONE IS ALLOWED TO STAY OVERNIGHT DURING THE WEEK IN BETWEEN EVENTS
2. ALL TRASH MUST BE BROUGHT TO THE DUMPSTERS. NOT DOING THIS-THERE WILL BE NO TENT CITY
3. NO HARD LIQUOR IS ALLOWED IN THE PARK
4. SECURITY WILL BE MAKING ROUNDS, IF HARD LIQUOR OR DRUGS ARE FOUND YOU WILL BE REMOVED FROM SITE PERMANENTLY
5. IF CAUGHT DURING THE WEEK WHEN PARK IS CLOSED YOU WILL NOT BE WELCOME BACK THE FOLLOWING WEEKEND