



City of Lancaster
44933 Fern Ave.
Lancaster, CA 93534
(661) 723-6077
Fax (661) 723-5913

2008 Lancaster Bark at the Park Terms and Conditions

General Information

Dates: Saturday, October 4, 2008
Times: 10:00 a.m. to 5:00 p.m.

Location: Lancaster City Park
43011 N. 10th Street W.
Lancaster, CA 93534

Contact: City of Lancaster (661) 723-6077
44399 Fern Ave. (661) 723-5913 Fax
Lancaster, CA 93534

Set-up: Friday, October 3rd 2:00-5:00 p.m. or Saturday, October 4th 6:00-9:00 a.m.

Tear-down: Saturday, October 4th 5:30-6:30pm (no vehicles will be allowed on park grounds until pedestrian traffic has been cleared) (all exhibits must be completely removed from park grounds by 6:30pm)

Weather: October in the Antelope Valley can be very unpredictable. Temperatures can range from the low 50s to the high 80s. In any case, prepare for windy conditions, gusting above 30 mph.

Bark at the Park is produced and operated by the City of Lancaster; hereinafter referred to as the "City." Vendors participate in Bark at the Park by formal application; applicants, vendors and their agents and employees being referred to hereinafter as "Vendors." Whereas the City intends to conduct Bark at the Park, referred to hereinafter as "Bark," on the grounds of Lancaster City Park, which is open to the general public. Whereas the Vendor would like to sell/promote his/her products at said Bark in a space/site to be determined by the City, it is agreed between the City and Vendor that the Bark will be conducted under the following terms and conditions:

Vendor Application, Selection & Payment

- A. All Bark vendors are selected through a City juried process and must submit a **completed** application and payment by the application deadline for consideration. Postmarks will not be honored. The City will contact all vendors at least four weeks prior to the Bark to report status of selection. If accepted, the Vendor payment will be processed. No refunds will be issued after the Vendor has been accepted. Applications may be withdrawn in writing prior to, or when, the Vendor is notified of acceptance. Non-accepted Vendors may be placed on a wait list. A packet with Bark information, schedules, and details will be sent to accepted Vendors about two weeks prior to the Bark. **Submission of an application does not guarantee a place at Bark at the Park. The City's decision of acceptance or non-acceptance is final.** The City reserves the right to require Vendors to provide photographs of any of the products they plan to sell.

Exhibit Space & Merchandise Display & Sale

- B. City will provide appropriate site assignment in accordance with the best interest of the Bark. Space location and configuration is very limited and can change from year to year. Each site may vary slightly due to existing lawn, shrubs, trees and walkways in the park that may interfere with the configuration of the Vendor's space/site. Space/site changes or using a space not occupied by another Vendor is not allowed. Only the accepted Vendor may exhibit in the assigned space. Space may not be donated or sold to another party.
- C. Vendor displays are subject to City approval. The City reserves the right to reject all, or any part of, the Vendor's concession if found in the City's judgment to be unethical, misleading, extravagant, challenging, questionable, in poor taste or otherwise inappropriate or incompatible with the character of the Bark. The City also reserves the right to limit and prohibit types and quantities of all vendors' products. Only items listed on the Vendor application that have been approved will be allowed to be displayed or sold in the Vendor's space/site. Once the Vendor is accepted, the City reserves the right to remove any item from display or any Vendor from the Bark on the basis of exhibiting unapproved, unacceptable or inappropriate items. All displays will be inspected during setup and at intervals through the Bark to insure that displays and items sold are consistent with approved application list. No refunds will be issued to a Vendor if any item or part of his/her display is removed. The City's decision is final.
- D. Unless specified otherwise in your acceptance packet, the Vendor is responsible for bringing any supplies and equipment including chairs, tables and canopies necessary for display of products. **Display units should be designed for outdoor use and capable of withstanding the elements. All umbrellas, tents, shade coverings, or unstable or fragile items must be secured or anchored. The Festival grounds are subject to winds including sudden, strong gusts.** Heavy merchandise should be placed or secured in manner as to prevent injury in the case they should be blown over by winds. All displays must be contained in the assigned space/site provided. Vendor shall be responsible for set up of sales display, removal and clean-up of his/her space/site. No person, chairs or other items from Vendors space/site may block an aisle or another space/site. Fire and safety inspectors will be onsite to approve displays.
- E. Unless specified in your acceptance packet, the City does not provide electrical hookups, electrical outlets, power strips, water, tables, chairs, easels, tents, canopies, sign stands, signs, rope, tape, table covers, or dollies, nor will City be selling display materials. **Access to electricity through a City or Vendor generator is on a very limited basis, must be pre-approved in writing by a City representative and requires additional fees.**
- F. **The City will provide Certificate of Event Liability Insurance for each Vendor.** Vendors may not provide their own insurance en lieu of City-provided Event insurance.

- G. Security will be provided from 5:00 p.m. to 6:00 a.m. on Friday, October 3. However, the Vendor is ultimately responsible for the security of his/her belongings. Liability insurance provided by the City does not cover loss/damage to Vendor property.
- H. Vendors must comply with all applicable City of Lancaster, Los Angeles County, California state and federal laws. Any required permits needed to participate in the Bark are the assumed responsibility of the Vendor. Vendors shall be responsible for collecting and reporting taxes. The City shall not collect a percentage or commission on any Bark sales; all proceeds go to the Vendor. **The City does not require a City business license for Bark at the Park Vendors only. For more information about collecting and reporting state taxes and/or to obtain a resale number, contact the local office of the State Board of Equalization or call 800-400-7115.** Original seller's permit must be posted in Vendor space/site.
- I. Vendors must staff their booths during all Bark hours. Sales of products must be conducted by Vendors who are adults (18 years of age or older). No City staff will be allowed to "stand-in" for Vendors. City will provide Vendor with a specific number of vehicle passes as part of the initial fee. These passes can be transferred among Vendor's staff. Vendors will not be allowed to break-down their booths before the advertised end of the Bark. All sales must take place from tables or displays within the assigned space/site. **No vans, autos or trucks will be allowed in the immediate selling area or individually assigned spaces during Event hours.**
- J. Vendors will be allowed to unload vehicles and set up on Friday, October 3 during hours specified. All vehicles must be cleared from the Festival grounds by 5 p.m. Vendors may unload on October 4th during specified hours. All booths must be setup and vehicles must leave the Festival grounds by 9 a.m. on October 4th. **No vehicles will be allowed on the Festival grounds to load until after 5:30 p.m.**
- K. Vendors must comply with all County of Los Angeles Department of Health Services environmental health laws for temporary events. Any Vendor that is selling any food product must apply for the required permits. All required health services permits are needed to participate in the Bark and are the assumed responsibility of the Vendor. Vendors shall be responsible for filling out and submitting individual vendor applications with the County of Los Angeles Health Services. The City shall complete and submit a Plan and Application for Temporary Events with the County of Los Angeles for the entire Bark. It is then the responsibility of individual Vendors to submit their individual environmental health applications. When filling out the L.A. County application and it requests Name of Event, please write: *CITY OF LANCASTER BARK AT THE PARK*. For more information and/or to obtain an environmental health permit for temporary events, contact the local Lancaster office of the County of Los Angeles Department of Health Services at (661) 723-4533. **Original permit must be posted in Vendor space/site, Department of Health Services inspectors will be on-site to check for proper permits during Festival.** No refunds will be issued to Vendor that are not in compliance with County of Los Angeles Department of Health Services Temporary Event Standards and are disqualified from the event.

General Terms & Conditions

- L. No illegal substances or alcohol are allowed in the park. No alcohol beverages may be sold by any Vendor. All park ordinances must be observed.
- M. Selling hot or cold food that is not pre-packaged is prohibited unless an appropriate "Food Vendor" application has been accepted by Bark Committee and meets L.A. County Health Dept. requirements.
- N. No skateboarding, cycling or roller skating is permitted at the Bark (unless part of a City-sponsored activity).
- O. City will have the right, without compensation, to photograph Vendors selling and to photograph or reproduce graphic images of all artwork, craft and sales items in this Festival and reproduce these photographs for publicity purposes and shall provide press releases at its discretion to local press and media.
- P. The City reserves the right to remove any Vendor from the Bark due to violation of any City, County or State regulations.
- Q. The City reserves the right to postpone, relocate or cancel the Bark as necessary due to accident, fire, act of God, or other causes beyond the City's control. In this case, the City's liability to the Vendor will not exceed the amount of payments received from the Vendor.
- R. Vendor shall defend, indemnify, and hold harmless the City, its officers and Bark Sponsors/Partners from any and all actions, suits, proceedings, claims, costs, and expenses, including attorney's fees, for loss or damage to any photographs or items displayed for sale or any equipment.

I've read and understand all City of Lancaster 2008 LANCASTER BARK THE PARK terms and conditions. I agree to comply with all terms and conditions, policies, rules and/or regulations stated or referred to therein.

Vendor should retain a copy of this agreement and all application materials for his/her records. Mail original to City of Lancaster.

Business Name: _____ Address: _____

Signature: _____ Printed Name: _____ Date: _____