



# Lambtown Festival

October 5-6, 2019 • Dixon, CA

## Juried Vendor Application & Agreement

- All juried vendor booths will be indoors in either Madden or Denverton Hall.
- Tent/pop-up frames are allowed, but no canopy per fire regulations. Please notify us if you plan to use a tent frame.
- Parking passes and vendor badges can be picked up at the info booth between Madden and Denverton Halls.

**Returning vendor registration is \$250 per booth by October 31, 2018.**

**Applications may be turned in at the info booth during the Festival.**

**Returning vendor registration postmarked before April 1, 2019 will be \$300 per booth.**

**New and returning vendor registration postmarked after April 1, 2019 will be \$350 per booth.**

Name:

Company:

Email:

Phone number:

Address:

City:

State:

Zip:

Website:

Instagram, Facebook, or other social media accounts:

California resale permit number:

Electricity required:

Yes

No

Number of 10'x10' booths requested:

One 8' by 30" table and two folding chairs are included with each booth space. Requested number of Tables:

and Chairs:

Indicate Booth Space Preference:

Madden Hall

Denverton Hall

Indicate previous booth assignment/location:

Amount enclosed \$:

Check #:

Tells us about your company and the items you will be selling. *This information will also be used for promotional purposes:*

Submit photo of booth display and items to be sold.

## **AGREEMENT: Contract Terms and Conditions**

Lambtown Festival Board. (hereafter referred to as "Management") does hereby demise, let and lease unto the Exhibitor, and the Exhibitor does hereby hire and take from Management, exhibit space at this Lambtown Festival (hereinafter referred to as Lambtown) subject to the following terms and conditions:

**Contract Terms and Conditions will become a binding agreement when the signed Juried Vendor Application & Agreement is received, and your check has cleared. The Vendor Chair will send you a confirmation email.**

### **1. Term of Lease in Dixon, California:**

The term of this lease shall commence at 10:00 a.m. on October 4, 2019, and shall end at 8:00 pm on October 6, 2019, and shall also extend to scheduled times as advised by Management before Lambtown for installation and after Lambtown for removal of exhibits.

### **2. Rental**

All spaces will be assigned first and foremost by seniority, then by your preference and/or availability. Seniority will not be considered for vendors purchasing booths after the deadline for booth assignments June 30, 2019. **No space will be assigned without payment in full.**

### **3. Assignment of Exhibit Space**

a) It is understood by the Exhibitor that Management may not be able to assign to the Exhibitor the space applied for, in which case Management will advise the Exhibitor of the available square footage. **Furthermore, Management reserves the right to alter the location(s) of booth(s) based on the general appearance and overall planning of Lambtown.**

b) Exhibitors may not sublease all or part of the Exhibit Space without prior written consent of Management.

### **4. Defaults**

If the space reserved for the Exhibitor is not occupied by the time set for completion of displays, such space will be considered cancelled and possessed by Management for such purposes as it may see fit. The Exhibitor shall remain liable for the rental in full. Management reserves the right to re-let such space.

### **5. Exhibitor Eligibility**

a) Management reserves the right to determine the eligibility of Exhibitors. The Exhibitor shall provide a brief description and photo of products intended to be displayed and/or sold at Lambtown to Management in order to determine eligibility. Acceptance is at the sole discretion of Management.

b) The Exhibitor must be the authorized agent of all products intended to be displayed and/or sold at Lambtown.

c) Exhibitors shall not solicit business in aisles or booth(s) other than their own nor shall they distribute samples and/or leaflets outside of the confines of the booth space rented.

d) The Exhibitor agrees to observe the laws of the jurisdiction in which the building is located and all agreements and contracts including agreements between Management and each and all union and labor organizations.

e) The Exhibitor shall use only the official contractors as designated by Management and/or Exhibition Place.

f) The Exhibitor shall conduct itself in a manner and operate its equipment at a level of sound that is considered to be proper and acceptable to the welfare of Lambtown and other Exhibitors determined at the sole discretion of Management, which reserves the right to take whatever action is deemed to be necessary.

g) At least one person should be in the exhibit space during all hours that Lambtown is open.

h) It is the responsibility of the Exhibitor to be fully familiar with the terms of this contract and to see that each member of the firm attending Lambtown is also familiar with the terms of the contract.

i) Management reserves the right to take whatever action is deemed to be necessary to enforce the provisions of this contract including cancellation of Exhibitor's Space and retention of the full amount of monies paid by the Exhibitor.

### **6. Exhibitor's Booth**

a) Exhibitor will be responsible for the arrangement of products and displays within its own booth(s). All products, materials, and equipment used in its own booth(s) must conform with and meet the requirements of Municipal, State, and Federal Regulations and the regulations of Exhibition Place covering fire, safety, health, and all other matters.

**b) Products and displays must remain in the confines of the booth space(s) rented and may not extend into the aisles. Attaching display items to the outside of walls extending into the aisle is not allowed.**

c) No Exhibitor may dismantle its display until after the official closing of Lambtown. Failure to comply may be cause to revoke future exhibiting privileges.

d) The Exhibitor further agrees to have removed, at its expense, goods and properties from the show building no later than **8 p.m. on the official closing day of Lambtown. In the event of failure to do so, the Exhibitor agrees to pay for such additional costs** as may be incurred which may include the removal by Management or Exhibition Place, it being acknowledged that Management or Exhibition Place shall not be liable for any damages or other suits arising out of the late removal of the exhibit. Exhibitor must clean the booth space before leaving the premises.

### **7. Sale of Merchandise**

a.) Exhibitors offering retail merchandise for sale are responsible to ensure they are in possession of required documentation (resale permit).

b) Products or Services offered for sale to Lambtown visitors must have prices displayed and not use misleading terms or phrases.

### **8. Unloading/Loading Procedures**

a) Vehicles are to be unloaded/loaded in a timely fashion. If an exhibitor's vehicle is left unattended for more than 10 minutes said exhibitor will be asked to move it to make room for other exhibitors.

b) The unloading will not start until **10 a.m.** on Friday for unloading and **4 p.m.** on Sunday for loading.

**9. Cancellation Policy**

Exhibit space cancelled prior to August 1, 2019, is subject to a cancellation fee equal to the amount of the 50% of the booth fee. No refunds on Exhibit space cancelled on or after August 1, 2019. In the event of a No Show, Lambtown will have the right to use the empty space as they see fit, including the sale of the booth to another exhibitor without any refund to the cancelled exhibitor.

**10. Limitation of Liability**

a) Management will provide adequate and reasonable watchmen and security for Lambtown. However, neither Management nor Exhibition Place Management, nor any of their agents, servants, and employees will be liable for the damage, loss, or other destruction to the exhibits by reason of fire, theft, accident or other destructive cause, and each Exhibitor shall lease exhibit space at its sole risk. Insurance for Exhibitors and products is the Exhibitor's responsibility.

b) In the event that Lambtown is cancelled or is not held by reason of acts of God, strikes, lockouts or other labor or individual disturbances, interruptions by government or court order, future valid orders of any regulatory body having jurisdiction, acts of a public enemy, wars, riots, failure or inability to serve or labor, fire, lightning, tempest, flood, explosion and/or other causes beyond the control of Management, as organizers, then Management shall be in no way whatsoever liable to the Exhibitor other than to return to the Exhibitor, without interest, such sums as have been paid as a deposit or advance less any and all legitimate expenses on a pro-rated basis of cost involved and/or promotion and publicity directly related to Lambtown. Management reserves the right to relocate Lambtown should circumstances warrant.

c) Management reserves the right to amend or interpret these terms and conditions as necessary in the specific and general interest of Lambtown Festival.

**11. Damage to Property**

Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Any costs incurred in protecting the building, equipment, or furniture from damage will be at the expense of the Exhibitor. Exhibitors are liable for any damage caused to the building, floors, walls, columns, standard booth equipment, or to other Exhibitor's property which shall occur through acts of omission of the exhibitor, its agents, employees, and/or subcontractors.

**12. Attendance**

Management shall have the sole control over all admission policies in respect to Lambtown at all times.

Company Name

Signature

Date

**In Dixon, CA, this contract is subject to all terms and conditions of the agreement between Management and the Dixon Fair grounds relating to the use of Exhibition Place for Lambtown.**

I have read and agree to observe the **2019 Lambtown Festival TERMS and CONDITIONS** as stated in this application. I do hereby agree to indemnify and hold harmless the *City of Dixon, Dixon Lambtown Committee*, and their respective officers, agents, underwriters, individually and/or collectively from all fines, penalties, liabilities, losses, claims, damages, and expenses including court costs and attorney fees incurred or suffered as a result of or relating to my participation in the event known as the "**33rd Annual Lambtown Festival**," on October 5 & 6, 2019 at the Dixon May Fair, 655 South 1st Street, Dixon, CA.

Authorized Signature

Date

SEND YOUR COMPLETED APPLICATION AND AGREEMENT WITH PAYMENT  
(check payable to Lambtown Festival) TO:  
Vendor Chair - P.O. Box 995 - Dixon, CA 95620

<b>For Festival Use Only</b>		Date received:
Amount received \$	Application	Check #
	Approved	Denied