



Manteca Sunrise Kiwanis
Pumpkin Fair
October 5th & 6th 2024
10:00 AM – 6:00 PM

P.O. BOX 752, Manteca, CA 95336

For Official Use Only

Booth Number _____
 Check # _____
 Paid _____ Posted _____

Phone: 800-592-7419

FAX: 209 275-1603

E-Mail: boothsales@sunrisekiwanis.org

We reserve the right to refuse any exhibitor that misrepresents information on this application

The Sunrise Kiwanis invite you to participate in our 38th annual Pumpkin Fair in Downtown Manteca. Our Fair is always a sold out event so in order to secure a prime location, please send your application in early. Contractor/service provider agrees that it will indemnify and hold harmless Kiwanis International and Manteca Sunrise Kiwanis, a Kiwanis Club, from and against all losses, claims, suits or other legal liability and legal expenses of any nature imposed upon or brought against them by reason of any act or omission of the contractor/service provider or its agent or employees in the course of performing the work of providing the services that are subject to this contract. Vendors will be responsible for any damages caused to Fair or City Property. **All food and commercial vendors must provide a certificate of insurance naming the Kiwanis Club of Manteca-Sunrise as an additionally insured. All food booths must also compete the City of Manteca outdoor cooking sheet. All vendors must sign the attached Indemnification & Hold Harmless Agreement. A description of items sheet must be completed.**

No weapons, drugs, drug paraphernalia, stink bombs or throw caps may be sold at our fair.

- Any booth needing power may bring their own generator. It must be a quiet, newer model and must not disturb other vendors.
- Absolutely no sound systems allowed

Return this Application/Agreement with the following:

1. Fees may be paid in check, cash, money order, Master Card or Visa .Make checks payable to the Manteca Pumpkin Fair.
No personal checks will be accepted after Sept. 15, 2024

2. Picture or list of items to be sold in your booth.

Exact Name on Credit Card _____

Billing address if different than Business address

Credit Card # _____

Exp. _____ Security code: _____

California Resale License Number _____

(Mandatory to sell at our fair)

The undersigned agrees to comply with all regulations set forth by the Pumpkin Fair Committee.

- **Booth spaces are limited to a 12 foot X 10 foot area.**
- **Absolutely no solicitation or pandering can be done outside your booth space.**
- **No sandwich boards or advertising can be done outside your booth space.**
- **Walking the event and soliciting for your cause is not allowed under any circumstances!**
- **All sales are final! I understand if I do not follow the expectations of my booth space I will be required to leave.**

***Food vendors must have a fire extinguisher and health checklist in their booths. You can download a checklist**

"Temporary Event Application" from:

[http://www.sicehd.com/General Info/applications and forms.htm](http://www.sicehd.com/General_Info/applications_and_forms.htm)

No refunds will be given for cancellations.
NO APPLICATION WILL BE ACCEPTED WITHOUT FULL PAYMENT!
 Please print in dark black ink

Signature _____

Your Name Business Name _____

Mailing Address _____

City State Zip _____

Phone Number _____

E-Mail Address _____

Early Bird Booth Fees 10/8/2023-8/1/2024

Vendors submitting applications after August 1, 2024 will be charged the Standard Fees which are an additional charge of \$50 more per booth.

All booth spaces are 12' X 10'

Booth Type	Fees	Total Cost
Food Booth (2 booths=\$660; 3 booths=\$743)	\$420.00	_____

Food Vendor Note

By signing this contract, all food vendors acknowledge that any non-compliant food vendors **will** be charged for any additional inspection charges accrued due to their non-compliance.

Signature _____

Commercial/Info Booth (2 Booths=\$462; 3 Booths=\$600)	\$290.00	_____
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Arts & Craft Booth (Must be Handcrafted) (2 Booths=297; 3 Booths=\$413)	\$220.00	_____
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Non-Profit Booth (2 Booths=\$250)	\$150.00	_____
Non-Profit ID Number Required		_____

Effective After 8/1/ 2024

Standard Booth Fees add \$50.00 _____

Additional Booth Fees

Corner Booth Fee \$50.00 (Must be approved) _____

Total Due: _____

Special Booth # Street Request _____

Booth request will be accommodated on a first come first paid basis. This is a request only and not a guarantee.

Indemnification & Hold Harmless Agreement

_____ (hereinafter referred to as Vendor) agrees to defend, indemnify and hold harmless the Kiwanis Club of Manteca-Sunrise, the City of Manteca and all officers, Board of Directors, volunteers, sponsors, employees, contractors and agents (hereinafter referred to as "Listed Parties") from and against any and all claims, suits and liens, judgments, litigation, damages, losses and expenses arising out of vendor's actions in connection with the Kiwanis Club of Manteca-Sunrise Pumpkin Fair taking place on October 5 & 6, 2024.

Now therefore, in consideration of the mutual covenants and conditions contained herein.

_____ (Vendor) and the Kiwanis Club of Manteca-Sunrise hereby agree as follows:

- Hold Harmless:** Vendor shall defend, indemnify, and hold harmless the "Listed Parties" from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury/death (to persons, including without limitation) whether brought by an individual or other entity, or imposed by a court of law or by administrative action to any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence or willful misconduct of Vendor. This indemnification applies to and includes, without limitation, the payment of all penalties, fines judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to "Listed Parties" for all legal expenses and cost incurred.
- Authority to Enter into Agreement:** Each party warrants that the individuals who have signed this agreement have the legal power, right and authority to make this agreement and bind each respective party.
- Modifications:** No supplement, modification, or amendment of this agreement is allowed.

I have read and fully understand and agree with the conditions of this agreement.

Vendor Printed Name:

Vendor Signature:

_____ **Date** _____

Organization Representative Printed Name: _____

Organization Representative Signature: _____ **Date:** _____

Manteca Sunrise Kiwanis Pumpkin Fair

Please include a photo of your booth/food truck and the items you are selling when you submit your application.

Food vendors your application is not complete without your insurance covering the days of the event. Please include a copy when you submit your application

October 5th and 6th 2024