

Pacific Lacrosse Festival Vendor Rules and Regulations



Pacific Lacrosse Enterprises, LLC, dba Pacific Lacrosse Festival is committed to providing the highest quality lacrosse events and Vendor Villages possible. It is agreed and understood that the policies for vendors are part of a contract between the vendor and PACIFIC LACROSSE FESTIVAL and that submission of the application for display space constitutes the vendor's agreement to abide by these regulations. In addition, vendors must follow policies and guidelines of the Poway Unified School District. Thank you for your participation.

Display Space and Dimensions

Display Space is a standard 10'x10' (10 feet wide by 10 feet deep). All display space must conform to the standards set by Pacific Lacrosse Festival, which are as follows:

- *No display shall extend outside the display space.
- *Vendors shall install and dismantle display space only during the scheduled times as indicated on the vendor information sheet
- *Solicitations or demonstrations by vendors must be confined to display space
- *All sales of any kind must be conducted within the display space and must comply with local licensing and tax regulations
- *Permission to serve food and beverages in display spaces must be requested prior to the event and approved by Pacific Lacrosse Festival and the Poway Unified School District.
- *Open flames in the preparation of food or any other purpose is prohibited.
- *The distribution of alcoholic beverages is prohibited
- *Vendors shall not sublet, assign or share any part of their allocated display space
- *Display space must provide reasonable see-through from all areas so as not to block the surrounding display spaces.
- *Signs, logos, etc. are considered part of the display and must conform to the regulations as outlined above.
- *No part of any display space or signs relating thereto, merchandise, equipment, carpet, supplies or any part of the display space shall be posted, nailed or otherwise attached to columns, walls, floors, doors, etc., in such a manner as to deface, damage, or destroy the property.
- *Damage arising by failure to observe these rules will be payable by the vendor.

Business Licenses and Permits

All vendors will be required to comply with all applicable business licenses and permits.

Seller's Permit

People who sell merchandise in California are generally required to hold a seller's permit. You may not sell at this event unless you have a seller's permit or are not required to hold a permit. You are required to have a permit if you are selling, even temporarily, new or handcrafted items or used items you purchased for the purpose of reselling to others. You are not required to hold a permit if you are only making "occasional" sales, selling products that are not taxable when sold at retail, or selling on behalf of a section 6015 retailer.

Seller's permits can be obtained at any local Board of Equalization office at no cost to you. Please refer to their website for the permit application and other information.

<http://www.boe.ca.gov/pdf/boe400spa.pdf>

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If you obtain a temporary seller's permit, the business address on your temporary permit should be the address of the temporary selling location and the mailing address should be your permanent place of business or residence. The participating schools' addresses are below:

Del Norte High School (DNHS)
16601 Nighthawk Lane
San Diego, CA 92127
Phone: (858) 487-0877

Rancho Bernardo High School (RBHS)
13010 Paseo Lucido
San Diego, CA 92128
Phone: (858) 485-4800

Health Department Permit

All vendors that handle food in the booth (including prepackaged items and sampling) must obtain a health permit from the County of San Diego. Contact them directly at (619) 338-2222 for details regarding health codes.

http://www.sdcountry.ca.gov/deh/food/pdf/publications_specevent_vendor.pdf

Proof of this permit must be presented (mailed / delivered) to Pacific Lacrosse Festival no later than June 15, 2011. A copy of the permit must be displayed on site during the event weekend. County Health Inspectors may be on site during the event. Failure to comply with these regulations will result in violators being shut down and removed from the event without a refund. Please make sure you read all the rules and regulations

Vendor Food Sales

Pacific Lacrosse Festival must approve all menu items before you may offer them for sale. We reserve the right to stop sales of any products not listed on the approved menu. A limited number of vendors for certain food types will be permitted. Eligibility to sell certain items will be determined on a first come, first served basis. All sales must take place within the confines of the space provided.

Vendor Beverage Sales – *Gatorade* is a major sponsor of Pacific Lacrosse Festival. *Gatorade* products will be exclusively sold during the June event. Vendors are not to sell competing beverage products. Competing beverage sales must be approved by Pacific Lacrosse Festival.

Vendor Exclusivity

There is no exclusivity of a single product within the event for vendors unless you are a prime sponsor. If, and when, we receive prime sponsorship from any company you will be notified as to the restrictions that may be placed on menu items. Efforts will be made to discourage food vendors from selling the same item in the same general area.

Display Area Cleaning

Please clean your display space thoroughly prior to leaving. If your space is left damaged or with trash (including cooking oil), we will send you a bill for the cleaning services.

Failure to Occupy Space

Space not occupied by the close of the Vendor installation period as specified will be forfeited by the Vendor and this space and may be resold, reassigned or used by Pacific Lacrosse Festival for any purpose.

Acceptability of Display Spaces

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All vendor exhibits and displays are intended to serve the interests of the lacrosse festival attendees and shall be operated in an acceptable manner that will not detract in any manner whatsoever from other exhibits and displays or the lacrosse festival and Vendor Villages as a whole. Acceptability includes, without limitations, persons, things, conduct, printed matter or anything of an objectionable or detrimental nature as determined by Pacific Lacrosse Festival at its sole discretion.

Admission to Vendor Villages

Pacific Lacrosse Festival has sole control over admission policies at all times. All persons visiting the lacrosse festival or Vendor Villages are required to register while in attendance. No exceptions are made to this policy.

Use of Pacific Lacrosse Festival Name or Logo

Pacific Lacrosse Festival name and logo are the exclusive property of and trademarked by Pacific Lacrosse Festival. Pacific Lacrosse Festival's name and logo may not be used without the express written permission of Pacific Lacrosse Festival. Pacific Lacrosse Festival reserves the right to review all mailings and other promotional items and activities employed to publicize any approved ancillary participation in its event. All brochures, invitations, announcements, posters, agendas, speaker descriptions, evaluations, postcards and other promotional and meeting materials must be approved by Pacific Lacrosse Festival prior to printing.

Americans with Disabilities

The representatives of each exhibiting company will be responsible for making their exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold Pacific Lacrosse Festival harmless from any consequences of a vendor's failure in this regard.

Fire and Safety Regulations

All materials used in the display spaces must be flameproof and fire resistant in order to conform to local fire ordinances. All aisles and exhibits must be kept clear at all times and fire stations and fire extinguisher equipment are not to be covered or obstructed. All local regulations will be strictly enforced and the vendor assumes all responsibility for compliance with such regulations.

Insurance and Liability Issues

Vendors must acknowledge that Pacific Lacrosse Festival shall not be obligated to maintain property, liability, or business interruption insurance covering the vendor. It is the sole responsibility of the vendor to obtain such insurance at its own expense. Commercial general liability shall name Pacific Lacrosse Festival as an additional insured and provide a certificate of insurance evidencing the same.

Limitations and Liability

Vendors agree to protect, save, and keep Pacific Lacrosse Festival and the Poway Unified School District forever harmless from any damage or charges imposed for violation of any law or ordinance by the vendor, its employees, or agents. The vendor also agrees to strictly comply with the applicable terms and conditions contained in the agreement between Pacific Lacrosse Festival and the Poway Unified School District. Further, the vendor shall at all times protect, indemnify, save, and keep harmless Pacific Lacrosse Festival and the Poway Unified School

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District against and from any and all loss, cost damage, liability, or expense which arises out of, from, or by reason of any act or omission of vendor, its employees or agents.

Security

Pacific Lacrosse Festival is not liable for any of the vendors' property. It is STRONGLY RECOMMENDED that each vendor purchase a portal-to-portal rider available on the vendor's own insurance policy, as protection against loss, theft, fire, damage, etc.

Cancellation of Lacrosse Festival and Vendor Villages

In the event of cancellation of exhibits due to fire, the elements, strikes, government regulations, or other causes beyond Pacific Lacrosse Festival's control, PACIFIC LACROSSE FESTIVAL will not be held liable for failure to hold the lacrosse festival and Vendor Villages as scheduled, and PACIFIC LACROSSE FESTIVAL will determine the amount, if any, of the display space fees to be refunded.

Ancillary Meeting Requests

Entertainment, meetings, events or similar activities will not be permitted during hours that conflict with Pacific Lacrosse Festival -sponsored events.

Amendments by the Pacific Lacrosse Festival Management

Pacific Lacrosse Festival will have sole authority to interpret and enforce all rules and regulations contained herein, to make any amendments thereto, and to make such further rules and regulations as will be necessary for the orderly conduct of the lacrosse festival and Vendor Villages. Written notice of any and all amendments will be provided to confirmed vendors. As a condition of exhibiting, each vendor agrees to observe all policies, procedures, rules and regulations stated in this and complimentary documents ((Terms & Conditions and Application). Any vendor found in violation of these rules and regulations is subject to any action deemed necessary to correct the violation. It is the vendor's responsibility to communicate this information to all personnel participating in the Pacific Lacrosse Festival lacrosse festival and Vendor Villages on behalf of the vendor.

CUSTOMER

**PACIFIC LACROSSE ENTERPRISES
dba, Pacific Lacrosse Festival**

Company Name

**Name of Authorized
Representative**

**Dennis Yeatman
Director**

Signature

Signature

Date

Date