



# 2018 Spring Festival Vendors Fair Vendor Application

Questions? Please call  
Hook Community Center:  
(760) 245-5551.

**WHEN:** March 31, 2018  
**TIME:** 10:00 a.m. to 3:00 p.m.  
**WHERE:** HOOK PARK

Office Use Only:  
Date Rec'd: \_\_\_\_\_  
Application #: \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Organization:** \_\_\_\_\_  
**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

**\*Seller's Permit #:** \_\_\_\_\_  
**Contact Info:**  
Cell #: (\_\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**Items Selling** (All items sold must be listed / Add attachment if needed):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Food Vendors Only:** (Check all that apply)  
Food Served from: \_\_\_\_\_ Enclosed Booth  
\_\_\_\_\_ Vehicle \_\_\_\_\_ Trailer  
\_\_\_\_\_ Driver's side \_\_\_\_\_ Passenger's side

Check here if using a generator:   
All generators must have a dedicated fire extinguisher.

Food vendors must comply with San Bernardino County Health Code Requirements. Please arrive early to park.

### Event Requirements

- (1) Early Reg. Deadline: **March 1st**
- (2) Set-up Time: **March 31st**  
**7:00-9:00 a.m.**
- (3) Breakdown: **After 3:00 p.m.**
- (4) Electricity is **NOT** available.
- (5) **Plan on carrying your materials & supplies to your space.**

Vendor Type	# of Spaces	Fee	Total Due
Non-Food		\$30 per space	
Food		\$40 per space	
After 3/1/18		add \$10	

1. **Make checks payable to: BEARS.**
2. Pay at Hook Community Center, 14973 Joshua St., Victorville 92394.
3. You will be sent instructions approx. 2 weeks before the event date.
4. Enter from Hook Blvd., across from High Desert Church, and follow the signs to the dirt parking area, north of the track.
5. Bring EZ-up, tables & chairs. 10'x10' space only provided.
6. Bring sandbags or weights to hold down your tent in the wind.
7. **NO REFUNDS, unless program is cancelled.**
8. Verification of Seller's Permit required by law.

### CONSENT AND RELEASE ON BEHALF OF MINOR (If Applicable)

In the event that I am enrolling a minor child, I hereby proclaim that I am the parent and/or legal guardian of the named minor. I have read and understand the agreement on the back of this form involves surrender of valuable legal rights of the minor and myself. I agree to be bound by all terms of this agreement. I also give consent to the participant in the activity of the minor.

### AGREEMENT & RELEASE OF LIABILITY – RECREATIONAL PROGRAMS

I have carefully read the liability waiver agreement on the back of this form and fully understand its contents. I am aware that this is a release of liability and a contract between myself and CSD and/or City and sign it on my own free will.

The Agreement and Release of Liability is signed with the full knowledge of all members representing your party in the event.

**In ADDITION,** The undersigned certifies that the forgoing application has been read and understood and any statements made in connection with the application are true and accurate. The applicant agrees to comply with all the rules and regulations established by the City of Victorville as stated on this application. I also acknowledge that failure to abide by the Special Event Vendor requirements and rules; I will jeopardize my future participation in events held by the City of Victorville, as well as the possible removal from the event.

**VENDOR'S SIGNATURE:** \_\_\_\_\_  
(If applies, the vendor signature must match the name on the seller's permit.)

**DATE:** \_\_\_\_\_

## AGREEMENT & RELEASE OF LIABILITY – RECREATIONAL PROGRAMS

In consideration of the use of the property, facilities, and/or services of the City of Victorville's Community Services Department ("CSD") or any other branch of the City of Victorville ("City") participating or sponsoring recreational programs, including travel related thereto, the undersigned agrees as follows:

1. **RISK FACTORS:** The undersigned agrees and acknowledges that the use of equipment, facilities and services provided by CSD and/or City, including but not limited to, physical sports, dance, aerobics, swimming, arts and music, gymnastics, and cheerleading, involves risks such as, but not limited to, PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLE DEATH, which might result from the use of equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care.
2. **ASSUMPTION OF RISK:** The undersigned ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE, including but not limited to, those risk factors described in Section 1 above.
3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES:** The undersigned acknowledges reading and knowing all of the policies the procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.
4. **RELEASE:** The undersigned on behalf of himself/herself and his/her heirs, successors, assigns and anyone claiming through or under any of the foregoing, hereby RELEASES, acquits and forever discharges CSD, City, any successors and assigns,(the "RELEASED PARTIES") and all past present and future officers, employees, agents, representatives, attorneys, accountants, and insurers of the RELEASED PARTIES, of and from any and all claims, damages, debts, demands, obligations, costs, expenses, accounts, losses, liabilities, liens, actions, proceedings and causes of action of every kind or nature, whether known or unknown, suspected or unsuspected, arising out of the activity, the use of CSD or City property or equipment, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions, negligence, or fault of third parties or of the RELEASED PARTIES. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.
5. **WAIVER:** The undersigned waives the protection afforded by statute or law in any jurisdiction including California Code Section 1542 whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
6. **PROPERTY DAMAGE:** The undersigned understands he/she is responsible for any loss, theft, or damage to any property or equipment owned, operated or maintained by CSD and/or City while the undersigned is using said equipment or property. The undersigned agrees to pay for any and all damage caused by the undersigned, either negligently, willfully, or otherwise.
7. **EMERGENCY TREATMENT CONSENT:** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
8. **INSURANCE:** The undersigned understands that CSD and/or City do not provide participant insurance. When applicable, the undersigned is encouraged to have a physical examination and to maintain health insurance prior to any and all participation in any activities offered by CSD and/or City.