



# VENDOR APPLICATION

**Saturday, October 6, 2018 — 10 a.m. to 4 p.m.  
Civic Center—14343 Civic Drive, Victorville**

**Office Use Only:**

Date Received: \_\_\_\_\_

Receipt #: \_\_\_\_\_

Name: \_\_\_\_\_

Company or Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Items Selling (All items to be sold must be listed. Attach sheet if needed):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Check box if you are using a generator. Fire extinguisher required.

Seller's Permit #: \_\_\_\_\_

Nonprofit ID#: \_\_\_\_\_

City of Victorville Business License #: \_\_\_\_\_

**Contact Info:**

Cell #: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Best way to send info:  Email  US Mail

**FOOD VENDORS - Serving from:**

Vehicle :  Driver side  Passenger side

Trailer :  Driver side  Passenger side

Enclosed Canopy per Health Code Requirement

REQUIREMENTS:

1. Applications accepted April 30 - September 13 (or until filled)
2. Food spaces are 10'x 20'
3. Vendor spaces are 10'x 10'
4. Vendor Space Fees (*Please complete*):

# of Spaces	Fee (per space)	Total
	\$200 – Food	
	\$100 – Display/Retail	
	\$50 – Nonprofit	

**Food Vendors apply by Mail or in Person. All other vendors apply online, by mail or in person.**

**Apply Online:** Go to [www.VictorvilleRec.com](http://www.VictorvilleRec.com) and click on "Register Online". Sign in, or create an account. Search for "Fall Festival", choose the correct vendor type, and complete your transaction.

**Apply by Mail:** Mail the completed application to: **Hook Community Center, 14973 Joshua St., Victorville, 92394.** Make business checks or money orders payable to: **City of Victorville.** *No personal checks accepted.*

**Apply in Person:** at Hook Community Center, 14973 Joshua St., Mon-Thur from 9:30am-5:00pm.

**NO REFUNDS unless the event is cancelled by the city.**

**FOOD VENDORS** shall meet San Bernardino County Health Requirements for event areas. Health Permits can be obtained from the County Environmental Health Services Division located at 15900 Smoke Tree St., Ste. 131, Hesperia (800) 442-2283.

A Health Permit **MUST** be submitted **2 weeks prior** to the event and be displayed in the vendor areas during the event. Food Vendors must comply with all applicable Fire Department requirements.

**DISPLAY VENDORS** who sell products **MUST** submit a copy of current Seller's Permit within 2 weeks of receiving approval of your vendor application.

**VENDORS** may be required to have a current City of Victorville Business License.

**ALL VENDORS** must supply their own vehicles, canopies, tents, chairs, tables, signs, and supplies as needed. Breakdown cannot begin until 4:00pm.

**Due to the high desert winds; all canopies, tents, & shade umbrellas MUST be properly weighted down at each support.**

**ELECTRICITY IS NOT AVAILABLE AT THE EVENT.**

**AGREEMENT & RELEASE OF LIABILITY – RECREATIONAL PROGRAMS**

I have carefully read the liability waiver agreement provided, 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.

**VENDOR'S SIGNATURE:** \_\_\_\_\_

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

(If applies, the vendor signature must match the name on the seller's permit.)

## 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.