

CNF Regulations Governing Use of Space by Vendors

Eligible Vendors

1. For the purpose of the California Nut Festival (CNF), any business or organization that will be occupying space for sampling or for sales will be referred to as a "Vendor".
2. All Vendors should feature products that are grown or made in Butte County, California or the surrounding area. The CNF reserves the right to determine the eligibility of any company, product, or service for inclusion in the festival.

Payment/Refund Policy

3. A registration fee of \$125 is due by April 1.
4. Cancellation of vendor space is required in writing. If written cancellation is received before April 9, 2010, \$50 is retained by CNF and the remainder paid will be refunded to the Vendor. No refunds will be made for any cancellations after April 9, 2010.

Retail Sales

5. Retail sales are permitted and encouraged. Vendors are responsible for collecting and submitting sales tax in accordance with state and local laws.

Food and Beverage Samples

6. Each vendor should be prepared to provide samples of their products to attendees to enhance the festival.

Standard Vendor Equipment

7. Each vendor will be assigned a canopied 10 ft. x 10 ft. space, one 8' table with linens and an identification sign.
8. All other equipment or furnishings other than those provided as indicated above should be provided by the Vendor including extra worktables, prep equipment, and trash receptacles.
9. Electricity is available on a limited basis for an extra fee. Please indicate on the application whether or not electricity is necessary.

Set-Up, Event Hours, Dismantle

10. Set-Up will begin at 8:00 am the morning of the event and must be complete by 10:30 am. Vendors should check-in at the information desk to pick up instructions and sampling containers.
11. Dismantle can begin at 5:00 pm and should be completed by 6:30 pm.
12. Vendor areas must be staffed throughout the event hours from 11:00 am to 5:00 pm.

Cancellation of Event

13. Neither the CNF, the North Valley Community Foundation (NVFC), nor the Patrick Ranch Museum, their employees or agents shall have any liability or obligation to the Vendor for cancellation or deferral of the festival. In the event that the premises in which the exhibition is to be held are destroyed or damaged by fire or the elements or any other cause, so the festival cannot be held, the Vendor shall have no cause of action or claim for damages or compensation against the CNF except for the return of any amount previously paid, and in such an event, this agreement shall be terminated.

Liability

14. The CNF, the NVFC, and the Patrick Ranch Museum shall not in any manner or for any cause be liable or responsible to any vendor or any other person for any injury or damage to any person, business or property in any way related to or arising in connection with the festival; and any and all claims for such injuries or damages are hereby waived and each Vendor agrees to indemnify and hold harmless the CNF, the NVFC and the Patrick Ranch Museum and its directors, officers, employees and agents (the "Indemnified Parties") against any and all claims, liabilities, losses and expenses, including reasonable attorney's fees, imposed on, incurred by or asserted against the indemnified parties caused by any act or omission of that vendor, or occurring within the space leased by that vendor or arising in connection with the activities conducted by that vendor in connection with the festival.
15. The Vendor acknowledges that the CNF, the NVFC and the Patrick Ranch Museum do not maintain insurance covering the Vendor's property and that it is the sole responsibility of the Vendor to obtain business interruption and property damage insurance covering such losses by the Vendor.

Amendment of Rules/Other

16. All matters and questions not specifically covered by these rules and regulations and the Vendor Agreement are subject to the decision of the CNF festival management, whose decisions will be final.