



SEPTEMBER 26-29, 2024

8200 Westminster Blvd. Westminster, CA 92683

Info: (714) 895-2860 | FallFestival@westminster-ca.gov | www.westminster-ca.gov

Applications due by September 6, 2024

The City of Westminster invites you to participate in our third annual Fall Festival! This year's event will be held over four days from Thursday, September 26 through Sunday, September 29, 2024, in the beautiful Westminster Civic Center at 8200 Westminster Blvd. This event will include a carnival, live entertainment, vendors, delicious food, and a beer garden! We anticipate seeing a few thousand visitors throughout the weekend.

Please read this entire document. Your signature at the end will serve as your agreement to comply with all the provisions stated below and also agree to assure that the organization you are representing will do the same.

Festival Hours

| | |
|---------------------------------|---|
| Thursday, September 26th | 5:00pm - 9:00 pm Preview Night Rides Only |
| Friday, September 27th | 5:00pm - 11:00pm |
| Saturday, September 28th | 12:00pm - 11:00pm |
| Sunday, September 29th | 12:00pm - 9:00pm |

Vendor Fees

| 3-Day Vendor Type | Fee | Deposit (Refundable) | Required |
|---|---------|----------------------|---|
| Non-Profit Info Booth | \$450 | \$100 | <ul style="list-style-type: none"> • Proof of Non-Profit Status (ie: 501c3) |
| Commercial Vendor (Includes: Craft & Home-Based) | \$450 | \$100 | <ul style="list-style-type: none"> • City Business License • CDTFA Seller's Permit |
| Pre-Packaged Food Vendor | \$450 | \$100 | <ul style="list-style-type: none"> • City Business License • CDTFA Seller's Permit • Orange County Health Permit • Temporary Food Facility Permit |
| Food & Beverage Vendor | \$1,000 | \$100 | <ul style="list-style-type: none"> • City Business License • CDTFA Seller's Permit • Orange County Health Permit • Temporary Food Facility Permit |
| Self-Contained Food Truck | \$1,000 | \$100 | <ul style="list-style-type: none"> • City Business License • CDTFA Seller's Permit • Orange County Health Permit |



Application Process

To be considered for the festival, applicants must provide the following to the City of Westminster:

1. Completed Application Form with Signed Waiver
2. Payment of Vendor Fees and Cleaning Deposit
3. Provide Copies of the Following:
 - Proof of Non-Profit Status (ie: 501c3)
 - City Business License
 - California Department of Tax & Fee Administration Seller's Permit
 - Orange County Health Permit
 - Temporary Food Facility Permit

Completed applications must be received by September 6, 2024

You will receive a confirmation packet by email prior to the Festival.

To Submit Application:

Submit completed application, signed waiver, and payment by email, mail, or in person:

Email: FallFestival@westminster-ca.gov

Mail: Community Services and Recreation Department

Attn: **Fall Festival**

8200 Westminster Blvd.

Westminster, CA 92683

In-Person: Community Services and Recreation Building (same address as above)

Make checks payable to: **City of Westminster**

Refundable cleaning deposit of \$100 is required with all vendor fees.
Applications will not be considered complete until payment is received.



Vendor Guidelines

- City of Westminster **Business License** is required. For details, please call HDL at (657) 622-0222 and indicate that you are a vendor in need of a TEMPORARY EVENT License for the City of Westminster sponsored Fall Festival event from September 27, 2024 to September 29, 2024. A license is needed prior to event date. Your event application may be submitted without license while the process is pending, however, the Business License number must be provided to the city no later than September 13, 2024.
- A **Seller's Permit** with the California Department of Tax and Fee Administration (CDTFA) is required for vendors who will be selling tangible personal property (i.e., items such as clothing, jewelry, etc.). Your event application may be submitted without Seller's Permit while the process is pending, however, the Seller's Permit number must be provided to the city no later than September 13, 2024. For more information and to obtain a Seller's Permit, please visit <https://www.cdtfa.ca.gov/taxes-and-fees/faqseller.htm>.
- **Food & Beverage Vendors** must comply with Orange County Health Care Agency (OCHCA) food safety regulations. Additional permitting and/or fees may be required by the Health Care Agency. Be sure to contact OCHCA early to allow for permit review and processing time. For more information and to obtain appropriate permits, please call (714) 433-6080 or visit <https://ochealthinfo.com/services-programs/environment-food-safety/food/food-safety-programs>.
- ALL Food & Beverage Vendors must be self-contained. No open flame cooking outside of vendor booth is permitted.
- Total Fee (Vendor Fee and Deposit) must accompany application and waiver. Checks should be made out to: City of Westminster
- No refunds for cancellations after September 6, 2024.
- The City of Westminster does not guarantee sales at this event. A variety of marketing strategies will be used to promote the event and encourage the greatest attendance possible. To ensure variety and increase sales opportunities, the City of Westminster reserves the right to limit vendors selling similar products.
- The event will be held rain or shine; there will be no alternate date in case of inclement weather.



Booth Guidelines

- Booth spaces are 10 feet x 10 feet.
- All booth spaces will include one table, two chairs, and a canopy. Food & Beverage Vendor booth spaces will include electricity, as well as a fully enclosed canopy and 3-compartment sink to meet (OCHCA) food safety regulations.
- Upon completion of event, all vendors are responsible for cleaning their booth and leaving it in the same condition as it was given, as well as returning chairs, tables, and canopies. If proper cleanup is deemed incomplete or items are not returned, the cleaning & security deposit will not be refunded.
- All vendors must be setup by 4:00pm on Friday, September 27th and remain until 9:00pm on Sunday, September 29th.
- Overnight security will be provided from Friday evening to Sunday morning.

For more information, please contact the Community Services & Recreation Department at (714) 895-2860 or visit our website at www.westminster-ca.gov.



SEPTEMBER 26-29, 2024

2024 Fall Festival Vendor Application

Vendor/Business Name:

Address: City: State: Zip:

Contact Person:

Phone: Email:

Seller's Permit #: Business License #:

Non-Profit 501c3 # (if entering as Non-Profit):

VENDOR TYPE:

- | | |
|--|--|
| <input type="checkbox"/> NON-PROFIT INFO BOOTH \$450 | <input type="checkbox"/> 3-DAY COMMERCIAL VENDOR \$450 |
| <input type="checkbox"/> 3-DAY PRE-PACKAGED FOOD VENDOR \$450 | <input type="checkbox"/> MANDATORY REFUNDABLE CLEANING DEPOSIT FOR ALL VENDORS \$100 |
| <input type="checkbox"/> 3-DAY FOOD & BEVERAGE VENDOR \$1,000 | |
| <input type="checkbox"/> 3-DAY SELF-CONTAINED FOOD TRUCK \$1,000 | |

DESCRIPTION & PRICE OF MERCHANDISE:

| |
|----------------------|
| <input type="text"/> |
| <input type="text"/> |
| <input type="text"/> |

Submit completed **Vendor Application**, **Signed Waiver** and **Payment** by email, mail, or in person:

Email: FallFestival@westminster-ca.gov

Complete the Vendor Credit Card Information on the next page for Credit Card Payments.

Mail: Community Services and Recreation Department
Attn: **Fall Festival**
8200 Westminster Blvd. Westminster, CA 92683

Make checks payable to: **City of Westminster**

| |
|--|
| OFFICE USE Completed Application and Signed Waiver Received: <input type="text"/> Date Received: <input type="text"/> |
| Amount Received: <input type="text"/> Paid by: <input type="text"/> Booth #: <input type="text"/> |



2024 Fall Festival Vendor Credit Card Information

Payment Amount (Including refundable \$100 cleaning deposit)

Name on Card

Credit Card Number

Expiration Date CW

Signature Date

By signing this form, I authorize the City of Westminster to charge my credit card above for the specified vendor fee, in addition to a refundable cleaning deposit of **\$100**. Following the conclusion of the Fall Festival, this document will be securely discarded.

To Submit Application:

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Attn: **Fall Festival**

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CITY OF WESTMINSTER PARTICIPANT AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

I, _____ (Full legal name), desire to participate in **Fall Festival 2024**, (the "Activity").

In consideration for my participation in the Activity, I agree as follows:

1. Assumption of Risk. I fully understand and agree that: (a) recreational and fitness activities and use of City facilities (cumulatively "recreational activities") have inherent risks, dangers, and hazards and such exists in my use, and/or my minor child(ren)'s use, of any equipment and my participation in these activities; (b) my participation, and/or my minor child(ren)'s participation, in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, communicable disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability; (c) City facilities are open and generally accessible to members of the public; (d) my and/or my minor child(ren)'s and/or other users access to City facilities and/or placement, storage or accessing of property left in City facilities puts such property at a risk of damage, destruction, loss, theft, fire or other casualty; (e) these risks and dangers may be caused by the negligence of the representatives, employees, or volunteers of the City of Westminster, the negligence of the participants, the negligence of others, accidents, breaches of contract, or other causes; (f) my and/or my minor child(ren)'s participation in such activities poses an inherent risk of exposure to COVID-19 and/or other communicable diseases, (e.g., RSV), which can lead to severe illness, prolonged hospitalization, disability and death; and (g) by my participation, and/or my minor child(ren)'s participation, in recreational activities and/or use of equipment, I hereby acknowledge that I am participating of my own free will in the activity and therefore agree to assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or conduct of the representatives, employees, or volunteers of the City of Westminster.
2. Medical Release. I authorize the City of Westminster to provide or cause to be provided such medical treatment to me or my minor child(ren) as may be necessary or appropriate if any injury occurs while I or my child(ren) are participating in the Activity. I further agree to pay any costs incurred as a result of such treatment.
3. Indemnification. In consideration for being permitted to participate in the Activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify, defend, and hold harmless Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers, from any and all claims, demands, actions, or suits arising out of or in connection with my participation in the Activity.
4. Waiver and Release of Liability. As lawful consideration for permission to enter City property and/or City facilities for any purpose, including but not limited to observation, use of facilities or equipment, leaving or storage of property, or participating any way, I, and my children, agree to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge the Westminster Community Services Department, the City of Westminster, and their elected officials, officers, agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the Community Services Department or the City of Westminster, or their elected officials, officers, agents, employees, and/or volunteers, or otherwise related to my participation and promise not to sue the Community Services Department, the City of Westminster, or their elected officials, officers, agents, employees, and/or volunteers for any damages I or my minor children incur in connection with the Activity. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown, including any claims or liability arising from the active negligence of the City, unless otherwise prohibited by law. The parties to this Agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

I further agree and understand that all of my rights against the City accruing under Section 1542 of the Civil Code of the State of California are hereby expressly waived to the maximum legal extent.

Continue to next page

Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

I agree that this Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by law. Any provision found to be invalid or unenforceable by a court shall not affect the validity or enforceability of any other provision.

5. Recording of In-Person/Virtual Activities. I understand and agree that in-person and/or virtual Activity may be recorded for viewing and/or listening by others at a future date. I consent to the City's use of audio/video recordings of me during the in-person and/or virtual Activity and that the City may use audio/video segments or photographic stills of me for any purpose, including, but not limited to news, advertising, and promotional purposes, without compensation to me. I hereby release and hold harmless the Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers, from any claims relating to the use of my likeness and image.

6. Compliance with All Rules. I and my minor children agree to obey all policies and procedures applicable to the Activity and instructions provided by the Community Services & Recreation Department and/or by City staff and volunteers during my participation in the Activity. I further understand and agree that Activities/events are interactive and agree to act reasonably and professionally at all times during my participation.

7. Miscellaneous. I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND UNDERSTAND ITS TERMS FULLY. I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN FREELY AND VOLUNTARILY OF MY OWN VOLITION.

Participant's Full Legal Name: _____

Signature: _____

Date: _____

If participant is under the age of 18, a parent or legal guardian must read and also sign this Agreement.

I am the parent or legal guardian of the above-referenced Participant. I have read and I understand the provision of this document, and I consent to the Participant taking part in the activities at the Westminster Recreation and Parks facilities, and I fully enter into and agree to the above Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement.

Parent/Legal Guardian Name: _____

Signature: _____

Date: _____