



### **3. CONDITIONS FOR VENDORS**

#### **A. MERCHANDISE SALES:**

- Merchandise sales are restricted to family friendly content and the collection of sales tax remains the vendor's responsibility.
- All Informational/Educational booths must offer free or low cost activities or provide beneficial information to pass out.
- At your assigned booth, you must provide your own awning, table, chairs and any equipment needed for an approximate 12 x 12 area.
- Items not allowed include intimate apparel, clothing in large quantities, shoes, furniture, drug culture accessories, weapons, swap meet resale items, cycle accessories and bedding.
- Booths are encouraged to post a NO SMOKING sign and to enforce this ban in their area.
- It is recommended that booths have a fire extinguisher available. 2A:10BC rated with current inspection tags.
- Music may not be played so the sound does not interfere with the entertainment.

#### **B. GENERAL ACCOUNTABILITY:**

- Displays may not block walk areas or encroach on sidewalk areas with merchandise or power cords.
- All vendors are expected to clean up their area of all debris. Trash receptacles will be available throughout the event area. Vendors should remove all debris from booth area at the end of the event and a dumpster will be located in the parking area.
- Vendors who are unable to comply with conditions will be removed from the event area and eliminated as future vendors.

#### **C. POWER RESTRICTIONS:**

- NO POWER available at the Park for booths

### **4. LIABILITY WAIVER**

1. Vendor acknowledges and understands that participation in the Event involves potential risks that may arise from the actions and inactions of Vendor, other individuals attending the Event, or the City and its officials, employees, agents and volunteers. Vendor expressly agrees to accept and assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from Vendor's participation in the Event, regardless of the cause. Participation in the Event is purely voluntary, and Vendor elects to participate in spite of the risks.
2. Vendor releases the City, its officers, officials, employees, agents, and volunteers ("the Released Parties") and waives all actions, claims and demands that Vendor or Vendor's heirs, executors, representatives, insurers, attorneys, administrators or assigns ("the Releasing Parties") may have or may hereafter have for any personal injury, bodily injury (including death) or property damage that Vendor may directly or indirectly incur while participating in the Event, including but not limited to that incurred as a result of the negligence of the Released Parties. Vendor, on behalf of both Vendor and the Releasing Parties, agrees not to sue the Released Parties on the basis of these waived and released claims.

3. Vendor agrees to indemnify, defend, with counsel selected by City, and hold harmless the Released Parties from any and all claims, demands, actions, judgments, damages, liabilities, and costs of any kind, including attorneys' fees, (collectively "Liabilities") arising out of or in any manner related to Vendor's participation in the Event, except to the extent that such Liabilities are caused by the sole negligence or willful misconduct of the Released Parties.
4. I understand that the City of Wildomar does not carry insurance to cover participants or spectators of City sponsored activities. I hereby assume the risk of any injuries that may be sustained in the pursuit of City activities, and forever discharge the City of Wildomar, its officers, agents, and employees from any actions, suits, damages, claims or judgments that may result from any property damage or personal injuries that I sustain while using equipment owned or in the possession of the City of Wildomar, or while sponsored activities. I also agree to indemnify, defend and hold harmless the City of Wildomar, its officers, agents, and employees from any and all loss, damages, liability, cost or expense, arising out of any acts or omissions of the City of its officers, agents, or employees

I have read the above waiver release and understand it. I am aware that there are no refunds and payment will be considered a donation in case of cancellation.

I have read the Conditions and Additional Requirements for Vendors and agree to comply with all regulations.

Name (Print)	Date
Signature	

Checks should be made payable to **City of Wildomar**. Credit Card payments are accepted over the phone and online; however, there is an additional processing fee.

Please complete form and return with non-refundable application fee to:

**City of Wildomar**  
**Community Services Department**  
**23873 Clinton Keith Road Suite 201**  
**Wildomar, CA 92595**  
 or email  
[dtorres@cityofwildomar.org](mailto:dtorres@cityofwildomar.org)

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**For Official Use Only**

**Approved:** \_\_\_\_\_ **Denied:** \_\_\_\_\_  
 Total Fees Paid: \_\_\_\_\_ Cash: \_\_\_\_\_ Check: \_\_\_\_\_ CC: \_\_\_\_\_  
 Receipt #: \_\_\_\_\_ Exempt: \_\_\_\_\_ Initials: \_\_\_\_\_ Date: \_\_\_\_\_