



Manteca Sunrise Kiwanis
Pumpkin Fair
October 5th & 6th 2024
10:00 AM - 6:00 PM

P.O. BOX 752, Manteca, CA 95336

Phone: 800-592-7119

FAX: 209 275-1603

E-Mail: boothsales@sunrisekiwanis.org

We reserve the right to refuse any exhibitor that misrepresents information on this application

For Official Use Only

Booth Number _____

Check# _____

Paid _____ Posted _____

The Sunrise Kiwanis invite you to participate in our 38th annual Pumpkin Fair in Downtown Manteca. Our Fair is always a sold out event so in order to secure a prime location, please send your application in early.

Contractor/service provider agrees that it will indemnify and hold harmless Kiwanis International and Manteca Sunrise Kiwanis, a Kiwanis Club, from and against all losses, claims, suits or other legal liability and legal expenses of any nature imposed upon or brought against them by reason of any act or omission of the contractor/service provider or its agent or employees in the course of performing the work of providing the services that are subject to this contract. Vendors will be responsible for any damages caused to Fair or City Property. All food and commercial vendors must provide a certificate of insurance naming the Kiwanis Club of Manteca-Sunrise as an additionally insured. All food booths must also complete the City of Manteca outdoor cooking sheet. All vendors must sign the attached Indemnification & Hold Harmless Agreement. A description of items sheet must be completed.

No weapons, a-rues, arueparaplierna£'ta, stin & 6<rmEs or tfirow CtVJS 21Ucv 6e soul at our fair.

Any booth needing power may bring their own generator. It must be a quiet, newer model and must not disturb other vendors.

Absolutely no sound systems allowed

Return this Application/Agreement with the following:

1. Fees may be paid in check, cash, money order, Master Card or Visa. Make checks payable to the Manteca Pumpkin Fair.

No personal checks will be accepted after Sept. 15, 2024

2. Picture or list of items to be sold in your booth.

Exact Name on Credit Card _____

Billing address if different than Business address _____

Credit Card# _____

Exp. _____ Security code: _____

California Resale License Number _____

(Mandatory to sell at our fair)

The undersigned agrees to comply with all regulations set forth by the Pumpkin Fair Committee.

- Booth spaces are limited to a 12 foot X 10 foot area.
- Absolutely no solicitation or pandering can be done outside your booth space.
- No sandwich boards or advertising can be done outside your booth space.
- Walking the event and soliciting for your cause is not allowed under any circumstances!

All sales are final! I understand if I do not follow the expectations of my booth space I will be required to leave.

*Food vendors must have a fire extinguisher and health checklist in their booths. You can download a checklist

"Temporary Event Application" from:

http://www.sicehd.com/General_Info/applications_and_forms.htm

No refunds will be given for cancellations.

NO APPLICATION WILL BE ACCEPTED WITHOUT FULL PAYMENT!

Please print in dark black ink

Signature _____

Your Name Business Name _____

Mailing Address _____

City _____ State _____ Zip _____

Phone Number _____

E-Mail Address _____

All booth spaces are 12' X 10'

<u>Booth Type</u>	<u>Fees</u>	<u>Total Cost</u>
Food Booth	\$470	_____
(2 booths=\$710; 3 booths=\$793)		

Food Vendor Note

By signing this contract, all food vendors acknowledge that any non-compliant food vendors **will** be charged for any additional inspection charges accrued due to their non-compliance.

Signature _____

Commercial/Info Booth **\$340.00** _____
 (2 Booths=\$512; 3 Booths=\$650)

Arts & Craft Booth **\$270.00** _____
 (Must be Handcrafted)
 (2 Booths=\$347; 3 Booths=\$463)

Non-Profit Booth **\$200.00** _____
 (2 Booths=\$300)

Non-Profit ID Number Required _____

Additional Booth Fees

Corner Booth Fee \$50.00 (Must be approved) _____

Total Due: _____

Special Booth# Street Request _____

Booth request will be accommodated on a first come first paid basis.

This is a request only and not a guarantee.

Indemnification & Hold Harmless Agreement

_____(hereinafter referred to as Vendor) agrees to defend, indemnify and hold harmless the Kiwanis Club of Manteca-Sunrise, the City of Manteca and all officers, Board of Directors, volunteers, sponsors, employees, contractors and agents (hereinafter referred to as "Listed Parties") from and against any and all claims, suits and liens, judgments, litigation, damages, losses and expenses arising out of vendor's actions in connection with the Kiwanis Club of Manteca-Sunrise Pumpkin Fair taking place on October 5 & 6, 2024.

Now therefore, in consideration of the mutual covenants and conditions contained herein.

_____(Vendor) and the Kiwanis Club of Manteca-Sunrise hereby agree as follows:

- 1. Hold Harmless:** Vendor shall defend, indemnify, and hold harmless the "Listed Parties" from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury/death(to persons, including without limitation) whether brought by an individual or other entity, or imposed by a court of law or by administrative action to any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence or willful misconduct of Vendor. This indemnification applies to and includes, without limitation, the payment of all penalties, fines judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to "Listed Parties" for all legal expenses and cost incurred.
- 2. Authority to Enter into Agreement:** Each party warrants that the individuals who have signed this agreement have the legal power, right and authority to make this agreement and bind each respective party.
- 3. Modifications:** No supplement, modification, or amendment of this agreement is allowed.

I have read and fully understand and agree with the conditions of this agreement.

Vendor Printed Name:

Vendor Signature:

_____ **Date** _____

Organization Representative Printed Name: _____

Organization Representative Signature: _____ **Date:** _____

Manteca Sunrise Kiwanis Pumpkin Fair October 5th and 6th 2024

List of items to be sold

Please describe all items to be sold in your booth or enclose pictures on a separate sheet of paper.

Any item not listed could be prohibited from sale during the fair

List all items you will be selling. Example we will not allow just woodcrafts. We need the exact wood items to be to prevent an overabundance of identical items being sold

We reserve the right to refuse any exhibitor that misrepresents information on this application

[illegible]

Manteca Sunrise Kiwanis Pumpkin Fair

Please include a photo of your booth/food truck and the items you are selling when you submit your application.

Food vendors your application is not complete without your insurance covering the days of the event. Please include a copy when you submit your application

October 5th and 6th 2024

TEMPORARY FOOD VENDOR'S APPLICATION

All food vendors (both for profit and non-profit) are required to return a signed and completed copy of this checklist to the festival coordinator three (3) **weeks** prior to this event.

1. 1.Name of Event: _____ Date(s): _____

2. The following 1s information about my organization/business:

Name of organization/business: _____

Address _____

Phone _____ Alternate: (_____

3 List food to be sold or given to the public. _____

4. I am providing food that is **NOT** prepared at home: ☐ Yes ☐ No

All food is prepared on-site or is from approved commercial facilities ☐ Yes ☐ No

Name of facility: _____ Phone:..... _____

Address of facility: _____

5 I am providing a booth with the following (to protect my unpackaged food and food-preparation areas from flies, dust and the public)

☐ A booth with walls and ceiling constructed of either wood, canvas, plastic, similar material and fine mesh fly screening, completely enclosing open food areas. It will also have a smooth and cleanable floor (concrete, asphalt, clean tarps and smooth wood are acceptable) and constructed to separate food and food preparation areas from the public.

☐ Other (specify) _____

Note: The only operations not required to provide enclosed booths are those which sell beverages from approved dispensers, or prepackaged foods from approved sources.

6 Approved water for drinking, utensil and hand washing will be provided in my booth by the following methods:

☐ Approved bottled water

☐ On-site hose bib that 1s connected to a potable water source.

☐ Other (specify): _____

7 Electricity 1s provided for my booth's use ☐ Yes ☐ No

8 I am providing an accurate probe thermometer to measure the hot and cold holding of potentially hazardous foods during all times of booth operation: ☐ Yes ☐ No

9 I am prov1d1ng the following hot temperature control for the hot holding of all potentially hazardous foods above 135°F:

☐ Camp stove ☐ Sterno & hotel trays

☐ Double steamer ☐ Steam table & lids

☐ Electric stove top ☐ Other (specify)

Note: Examples of potentially hazardous food include: meats, tamales, cooked beans, rice, vegetables, potato salad, eggs, and dairy products.

- 10 I am providing the following cold temperature control for the cold holding of potentially hazardous foods below 45 F (If food is used the following day, maintain below 41°F temperature):

☐ Ice chests ☐ Refrigerator
☐ Refrigerated truck ☐ Ice bath and tubs
☐ Other (specify) _____

11. I am providing the following items within my booth for the sanitary cleaning of food preparation utensils:

☐ Three compartment sink.

OR

☐ Three deep tubs (basins 6-8 inches minimum), one for soapy water, one for rinsing and one for a bleach solution (one tablespoon of bleach per gallon of water).

☐ Detergent, bleach, and wiping cloths (cleaning towels).

☐ Tub to store wiping cloths in bleach solution

- 12 I am providing the following for adequate hand washing facilities, but separate from utensil wash within my booth:

☐ Water supply dispenser with warm water at a minimum of 100°F (i.e. 5-20 gallon container with spigot).

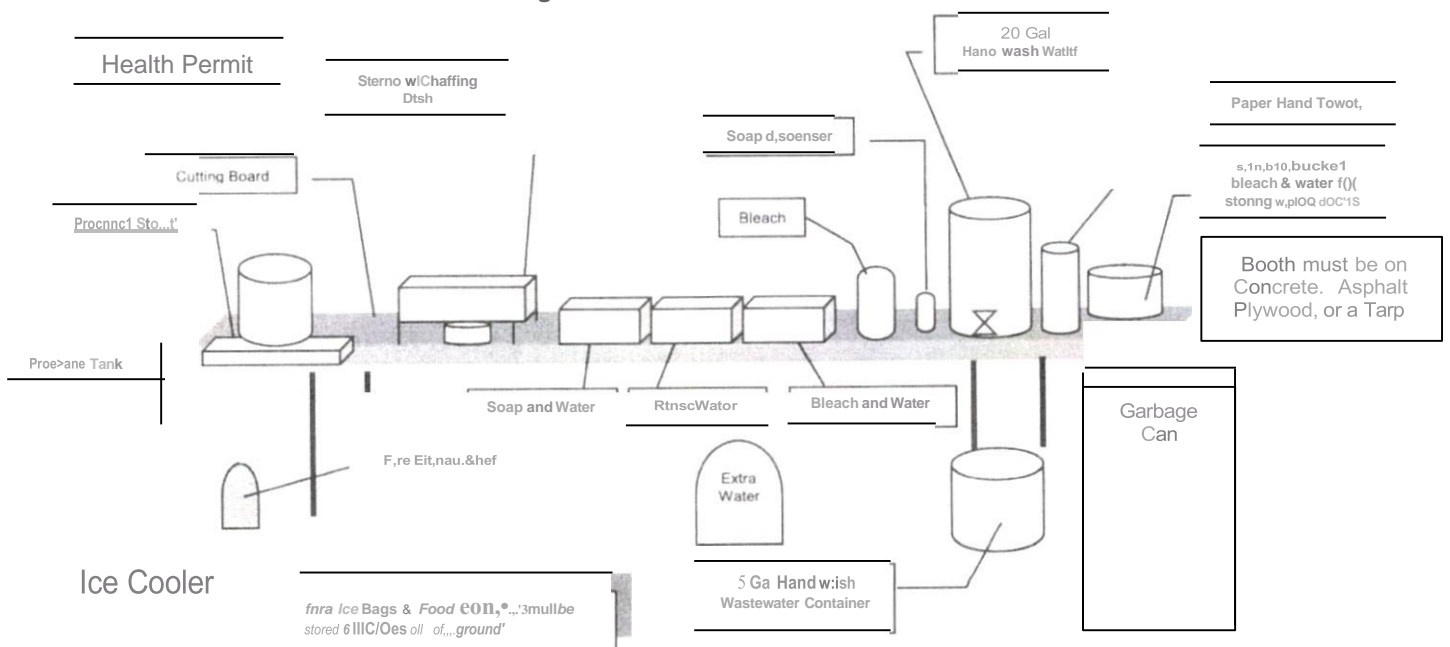
☐ One separate tub (bucket or basin) for the collection of rinse/wastewater.

☐ Paper towels and pump-style soap container.

- 13 Names of responsible persons to be present in booth during all hours of operation:

...Important!!! All food vendor booths are subject to inspection. Please make a copy of this application in preparation for this event. A copy of this checklist must be in the booth at all hours of preparation and operation. **Return original to festival coordinator three weeks prior to this event.**

14. Completed by _____ Signature _____ Title _____ Date _____



Temporary Food Booth Structure and Set-up

Except as noted below, the booth must be entirely enclosed with four complete sides, a top and a cleanable floor (pavement is acceptable).

- 1 Booths operating on grass or dirt must use plywood, tarp or similar material, for floor surfaces. (Section 114347)
2. Ceilings shall be smooth, durable, and readily cleanable. Screening shall only be acceptable as a ceiling material above cooking equipment when necessary for ventilation purposes. (Section 114349)
3. All food service openings shall be equipped with tight-fitting closures to minimize the entrance of insects. (Section 114349)
- 4 Grills and barbecues or other approved cooking equipment shall be separated from public access by using ropes or other approved methods to prevent contamination of the food and injury to the public. (Section 114341(c))
- 5 All food and equipment shall be stored inside the fully enclosed booth **with** the exception of outdoor BBQ facilities. Construction materials such as plywood, canvas, plastic, and fine-mesh fly screening (at least 16 mesh) may be used. Rental booths constructed as noted above, may be used when approved by the local Environmental Health Department.

Note: The only operations not requiring fully enclosed booths are those which sell beverages from approved dispensers, or food items prepackaged by a wholesaler or at an approved off-site kitchen. These items must be sold in the original packaging.

6. The name of the facility, city, state, zip code, and the name of the operator, if different of the name of the facility, shall be legible and clearly visible to patrons. The name shall be in letters at least 8 centimeters (3 inches) high and shall be of a color contrasting with the surface on which it is posted. Letters and numbers for the address may not be less than 2.5 centimeters (1 inch) in height. (Section 114337)
7. Inspection Report must be posted in public view upon receipt. (Section 113725.1)

These requirements have been established to be consistent with state and local health code requirements and are intended to assist you in providing safe and wholesome food to the public.

WHAT TO BRING THE DAY OF THE EVENT

- 1 A copy of your Temporary Food Vendor's Application
- 2 Probe thermometer (0°F - 220°F)
- 3 Three (3) deep (6-8 inch) tub for utensil washing or a 3-compartment sink
4. Detergent for utensil washing and bleach for sanitizing
- 5 One (1) tub for sanitizing
- 6 Bottled water (if not provided at site)
- 7 Water dispenser (i.e. bottled water container with spigot)
- 8 Bucket or basin for hand washing wastewater
- 9 Paper towels
- 10 Pump style soap dispenser (BAR SOAP IS NOT ALLOWED)
11. Trash container with liners (trash bags)
12. Serving utensils
- 13 Wiping cloths (cleaning towels)

WHAT TO EXPECT

Post a copy of your completed Temporary Food Vendor's Application In each booth.

2. **Maintain Hot Foods at or above 135° F** by use of the following methods:
 - a. Camp stove
 - b. Double steamer
 - c. Electric stove top
 - d. Sterno and hotel trays
 - e. Steam table
- 3 **Maintain Cold Foods at or below 45° F** by use of one of the following methods:
 - a Ice chests
 - b. Refrigerator/Refrigerated truck
 - c. Ice bath and tubs
4. **Ensure that all food is thoroughly cooked** to the proper minimum temperature:
 - a. Ground meat - 155° F
 - b. Eggs and food with eggs - 145° F
 - c. Pork and single pieces of meat - 145° F
 - d. Poultry and stuffed meats - 165° F
- 5 **Re-heat foods to 165° F before** putting them in warming units.
- 6 **Check food temperatures** with a probe thermometer Sanitize thermometer after each use.
- 7 **Wash hands** before preparing or handling food and after using the bathroom, smoking, or handling garbage
8. **Keep all food preparation surfaces and utensils clean.** Wash and sanitize cutting boards and prep surfaces frequently
- 9 **All foods** are to be prepared in an approved kitchen or on site (home kitchens are not allowed)
- 10 **Set up separate areas for utensil washing and handwashing:**

UTENSIL WASHING: Set up one (1) deep tub for wash water, one (1) tub for rinse water, and one (1) tub for bleach water - Mix one (1) capful or 1 tbsp of bleach to each gallon of water.

HANDWASHING: Dispense water from a container of water with spigots. Use a separate tub to collect wastewater Use a pump style soap dispenser - NOT BAR SOAP
- 11 Dispose of **garbage** using plastic garbage bags.
12. Keep all food protected. Do not place food or food containers on the ground and keep covered.
- 13 **SMOKING** is not allowed in the food booth.
14. Keep **ICE FOR CONSUMPTION** in a separate ice bin. Do not store scoop inside ice bin.



City of Manteca

FIRE DEPARTMENT

1154 S. Union Road - Manteca, CA 95337

209-456-8300 - www.mantecafire.org



OUTDOOR ASSEMBLY EVENT GUIDELINES

1. This Guideline was developed to assist event operators and vendors to remain in compliance with the City of Manteca Fire Department, Office of the Fire Marshal's requirements for Fire Code regulated activities when participating in outdoor public assembly events.
2. These guidelines are a summary of the regulations found in the 2019 California Fire Code and Manteca Municipal Code. The event shall comply with all requirements of the California Fire Code, California Building Code, Manteca Municipal Code, and other pertinent codes, regulations, and policies.
3. The guidelines reference the requirement for several different types of activities. Activities include the use or storage of LPG (e.g. propane and butane), tents, and outdoor assembly events. Operational fire code permits for outdoor assembly events and associated activities can be obtained by submitting an Operational Fire Permit application to the City of Manteca Fire Department.
4. A consolidated list of all food vendors using LPG and participating in the event, along with a copy of their individually signed mobile food vendor forms shall be submitted to the Manteca Fire Department.

Operational Permits

1. An operational permit is required to conduct an outdoor assembly event where planned attendance exceeds 1,000 persons.
2. Food Vendors using Propane/LPG are required to obtain a permit for the use or storage of LPG (e.g. propane and butane) in a commercial setting for cooking purposes (whether with or without a tent). (This does not apply to motor vehicles that have LPG cooking appliances or LPG cooking appliances that are permanently mounted on a trailer.)
 - a. If in conjunction with a larger event, the event organizer shall submit to the Fire Department a consolidated list of all food vendors using LPG, together with a copy of their current individual permit.
 - b. Food vendors wishing to use LPG who do not have a current LPG permit shall submit a permit application and all supporting documentation, to the Fire Authority at least seven full calendar days before the day of the event. Please note an annual inspection is required prior to operating at the first event. Food vendors who do not have a current permit issued **BEFORE** the day of the event will not be allowed to use LPG during the event.
3. An operational permit is required to erect and operate a tent in an area in excess of 400 sq. ft.

Crowd Managers

1. Events where attendance is anticipated to exceed 1,000, trained crowd managers are required to have at least one crowd manager for every 250 persons anticipated. (CFC Sec. 403.3)
2. Approved training can be obtained online through the following website: crowdmanagers.com

Tents Requiring a Permit

Permitting and Fees

1. A revocable permit from the Fire Prevention Division is required prior to the assembly of tents, canopies, and temporary membrane structures having an area in excess of 400 sq. ft. Fees are required for permits and subsequent inspections.
2. To obtain a permit, plans must be submitted to the Fire Prevention Division and subsequently reviewed and approved. The applicant must submit for approval a detailed drawing of the structure, its layout,

location, separations from other structures, purpose, flame resistance certification of the fabric, and permit application. When the submittal has been approved, the required fees will be collected and an inspection may be scheduled. Permits are issued upon inspection approval.

Inspections

1. A Fire Inspector from the Fire Prevention Division is required to conduct an inspection for the approval of the temporary structure installation and permit application prior to the structure being used.
2. Fire inspections are not required for tents that do not require a permit; however, one may be requested.
3. Fire inspections are scheduled by calling the Fire Prevention Division and making an appointment. A minimum of three (3) business days is needed between the inspection scheduling and inspection date.
4. The temporary structure installer as well as a representative of the noted structure user shall be present on site for the duration of the fire inspection.

General Tent Installation Requirements

1. Be located at least:
 - a. 20 ft. from lot lines, permanent buildings, cooking booths or open-flame cooking appliances, amusement rides, generators and internal combustion engines. (CFC 3103.8.2).
 - b. 20 feet from vehicles necessary to the operation and vehicles parked on public streets, and 100 feet from other parked vehicles. (CCR Title 19, Division 1, §312).
2. Have required number of exits based on occupant load and at least one exit 3-ft. wide by 6'8" high (CFC 3103.12.2).
3. Not obstruct exit paths from permanent buildings or other vendor booths/tents (CFC 1031.3).
4. Not obstruct fire hydrants (CFC 507.5.4).
5. The sidewalls, drops and tops of tents and canopies shall be of flame-resistant material or treated with a flame retardant in an approved manner (CCR Title 19, Division 1, §335).
6. A California State Fire Marshal approval tag shall be permanently fixed to the structure (CCR Title 19, Division 1, §335).
7. If tent walls and/or ceiling is covered in taffeta (e.g. velon) the fabric must also be certified by OSFM as flame resistant (CFC 807.2).
8. An exit sign shall be provided for each exit when the occupant load exceeds 50. Exit signs shall be illuminated (CFC 3103.12.6).
9. Exits shall remain clear and unobstructed throughout the event (CFC 3103.12.8).
10. Portable fire extinguishers and other fire-protection equipment shall be provided as required by the California Fire Code (CCR Title 19, Division 1, §319).
11. Weeds, combustible vegetation and other combustible waste shall be removed from and kept free from inside and within 30 feet of the structure (CFC 3107.18).

Electrical & Heating Equipment

1. Electrical equipment and wiring shall be listed and labeled for outdoor use (CFC 3106.6.1).
2. Electrical heating equipment shall comply with the California Electrical Code and be UL listed (CFC 3107.12.7).
3. Generators shall be installed not less than 10 feet from combustible materials, and shall be isolated from the public by physical guard, fence or enclosure installed not less than 3 feet away (CFC 3106.6.2).
4. Portable outdoor gas-fired heating appliances shall not be used inside tents, canopies, and membrane structures (CFC 603.4.2.1.1).
5. Only listed and approved outdoor gas-fired heating appliances shall be used (CFC 603.4.2.2.1).
6. Cooking and heating equipment shall not be located within 10 feet of exits or combustible materials (CFC 3107.12.3).
7. Outdoor cooking that produces sparks or grease laden vapors shall not be performed within 20 feet of a tent. (CFC 3107.12.6).

Propane

1. The use of PROPANE as a source of fuel for heating is regulated by the California Fire Code and National Fire Protection Association (NFPA), Standard 58.

2. LP-gas equipment such as tanks, piping, hoses, fitting, valves, tubing and other related components shall be approved and in accordance with California Fire Code, Chapter 61 and the California Mechanical Code.
3. Containers shall be located outside. Safety release valves shall be pointed away from the tent, canopy or membrane structure. Containers may NOT be located in approved fire lanes. If containers are located in the fire lane, they will be relocated or the piece of equipment will not be used (CFC 3107.13.2).
4. Portable LP-gas containers, piping, valves and fittings which are located outside and are being used to fuel equipment inside a tent, canopy or membrane structure shall be adequately protected to prevent tampering, damage by vehicles or other hazards and shall be located in an approved location. Containers shall be secured in an upright position (CFC 3107.13.3).
5. Cooking appliances or devices that produce sparks or grease-laden vapors or flying embers shall not be used within 20 feet of a tent or temporary structure (CFC 3106.5.1).
6. Cooking equipment shall be provided with a noncombustible lid. The lid shall be of sufficient size to cover the cooking well completely (CFC 3106.5.2).
7. Shut-off valves must be provided at each fuel source (NFPA 58).
8. Weeds, grass brush and trash and other combustible materials shall be kept not less than 10 feet from LP-gas tanks or containers. (CFC 6107.3).

Deep Fat Frying/Flambe/Open Flame Cooking

1. Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device shall not be permitted inside or located within 20 feet of a tent or membrane structure (CFC 3107.4).
2. Mobile food vendors using charcoal cooking shall be located at least ten (10) feet away from combustible structures and parked vehicles. (See Attached Diagram)
3. Mobile food vendors using deep fat frying, flambe, and open flame cooking operations shall be located outside of booths and no closer than 18 inches from any combustible material. (See Attached Diagram)
4. Separation shall be maintained with a minimum of three (3) feet clearance between deep fat frying and flambe or open flame cooking.
5. Cooking equipment shall be provided with a noncombustible lid. The lid shall be of sufficient size to cover the cooking well completely (CFC 3106.5.2).
6. Cooking equipment shall be placed on a noncombustible surface (CFC 3106.5.2).

Fire Extinguishers

1. Each booth shall be provided with a minimum of a 2A:10BC portable fire extinguisher. Any cooking operations involving combustible cooking media (e.g. vegetable or animal fats or oils) will also require a Class K portable fire extinguisher (CFC 906.4, 3106.5.2, & 3106.6.3).
 - a. The fire extinguisher shall be mounted and secured so that it will not fall over.
 - b. The fire extinguisher must be visible, accessible, and located an approved distance from the cooking area.
 - c. The fire extinguisher must have been serviced within the last year and have a current California State Fire Marshal service tag attached. Fire extinguishers without the tag will not be recognized as meeting the Fire Code.

Housekeeping

1. Combustible materials shall be properly separated from cooking appliances and other heat sources (CFC 305.1).
2. Combustible waste materials shall be kept in noncombustible containers with tight-fitting or self-closing lids (CFC 3106.4.7).
3. Trash containers should be emptied regularly (CFC 3106.4.7).
4. Cooking surfates shall be cleaned at regular intervals to prevent the build-up of grease.

SITE PLAN

**MINIMUM CLEARANCE FOR AREAS
FREE OF CUMBUSTIBLE WASTE____-r-
AND VEGETATION-**

GENERATOR

i

Q.20FEET

30FEET

PROPERTY LINE

MINIMUM
CLEARANCE FOR HEATING AND
COOKING
EQUIPMENT

ADJACENT PERMANENT
STRUCTURE

EXAMPLE NOT DRAWN TO SCALE

BUSINESS NAME

DATE _____

ADDRESS

PHONE NUMBER

NORTH