



Manteca Sunrise Kiwanis  
**Pumpkin Fair**  
**October 5th & 6th 2024**  
**10:00 AM - 6:00 PM**  
P.O. BOX 752, Manteca, CA 95336

**For Official Use Only**

Booth Number \_\_\_\_\_  
Check# \_\_\_\_\_  
Paid, \_\_\_\_\_ Posted, \_\_\_\_\_

Phone: 800-592-741 9

FAX: 209 275-1603

E-Mail: [boothsales@sunrisekiwanis.org](mailto:boothsales@sunrisekiwanis.org)

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

The Sunrise Kiwanis invite you to participate in our 38<sup>th</sup> 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-runs, arueparapliernafta.stini. £.<rmEs or  
tifirow c ps:ma! 6e so4(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 w/11 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](http://www.sicehd.com/General%20Info/applications%20and%20forms.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 (2 booths=\$710; 3 booths=\$793)	\$470.00	_____

**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 (2 Booths=\$512; 3 Booths=\$600)	\$340.00	_____
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Arts & Craft Booth (Must be Handcrafted) (2 Booths=\$347; 3 Booths=\$463)	\$270.00	_____
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Non-Profit Booth (2 Booths=\$300)	\$200.00	_____
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:

- 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.
- 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.
- 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 5<sup>th</sup> and 6<sup>th</sup> 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 5<sup>th</sup> and 6<sup>th</sup> 2024