

2021 General Vendor Guidelines



Saturday, December 4-19, 2021
Mondays-Thursdays, 4-9 p.m., Fridays, 4-10 p.m.
Saturdays, 1-10 p.m., Sundays, Noon-9 p.m.
Main Street, between Weller and Carlo
Deadline for Applications is November 5, 2021

GENERAL INFORMATION

Applications are now being accepted for **Holiday Magic on Main Street**, the City of Milpitas' new two-week holiday celebration, featuring an open-air skating rink, holiday performances, artwork, fun games and activities, photo opportunities with Santa and unique decorations. Weekdays have special themes.

VENDOR CATEGORIES

Activity Booth - Weekends Only / Must Commit to Full Weekend - \$200 per weekend

Spaces are limited. Vendors in this category are defined as those who offer an interactive experience for event attendees. Examples include caricature artists, etc. The sole operation of your booth must be the activity. Priority to Milpitas vendors. Retain 100% of proceeds.

Non-Profit Booth - All Dates / Must Commit to Full Day - \$20 per day

Spaces are limited. Proof of nonprofit status is required. Applications will be accepted on a first-come, first-served basis, with priority given to Milpitas nonprofits. Sales are not permitted.

Holiday Gift Vendors - Weekends Only / Must Commit to Full Day - \$200 per weekend

Spaces are limited. Fine, handcrafted, unique and one-of-a-kind gifts, decorations and pre-packaged food, such as jams and salsas. Priority to Milpitas vendors. Retain 100% of proceeds.

Food Truck/Carts - All Dates / Must Commit to Full Day- \$100 per day

Spaces are limited. Family friendly food and beverages. Priority to Milpitas vendors. Retain 100% of proceeds.

Food Booths - Weekends Only / Must Commit to Full Weekend - \$150 per weekend

Food Vendors (those preparing food for consumption onsite)

Snack Vendors (those selling single items or drinks such as kettle corn or lemonade).

- Approved menus will be strictly enforced in order to avoid excessive duplication.
- Priority will be given to those vendors who offer high quality foods with creative holiday menus; and an attractive booth appearance which will enhance the overall appearance and theme of the event.
- Food Vendors are required to obtain a Health Permit from the Santa Clara County Health Department of Public Health, (408) 918-3400.
- Food vendors must use serving products which are compostable or biodegradable.

APPLICATION PROCEDURE *Application Deadline is November 5, 2021*

1. Please read the Vendor Guidelines carefully and complete the proper application.
2. Please sign and submit any additional forms as needed.
3. Payment:
 - Enclose fees as specified in the application. (Fees will not be deposited until after the applicant has been notified of acceptance into the event. All other checks will be returned.)
 - Payment by VISA / MASTERCARD / AMERICAN EXPRESS / DISCOVER can be made online.
 - Checks, money orders, or cashier's checks should be made payable to **City of Milpitas**.
4. **Applications can be mailed or delivered in person to**

Mailed or delivered in person to:

Milpitas Community Center
Holiday Magic on Main Street c/o City of Milpitas
457 E. Calaveras Blvd
Milpitas, CA 95035

Emailed to:

tmclane@ci.milpitas.ca.gov

5. Applicants will be notified of acceptance via email within one week of the application deadline. We will continue to accept applications received after the deadline for waiting list consideration.

EQUIPMENT

Vendors are responsible for supplying their own canopy, tables, and chairs. All booth materials must be in compliance with fire code regulations.

ELECTRICITY

Electricity at the event is limited to specific locations. Personal "whisper quiet" generators may be approved if use compliance is met. If electricity is needed, vendors must supply their own extension cords (minimum of 25 feet) to reach the access point.

FEES

Fees vary based on vendor category. Please refer to the Vendor Application for the fee schedule. Payment is due in full at the time of application. If vendor is not approved, payment will be returned by mail as soon as possible.

NOTIFICATION OF ACCEPTANCE

Accepted vendors can expect to receive a confirmation email by November 9, 2021.

PARKING

Vendors will be allowed to drive to their booth space at the event prior to opening hours for unloading and then move their vehicles to the designated lots. Detailed information will be provided in the final instructions.

INSURANCE – Due by November 12, 2021

General Liability: All vendors are required to provide a Certificate of Insurance evidencing Comprehensive General or Comprehensive Personal Liability coverage for a minimum of \$1,000,000 per occurrence or \$2,000,000 aggregate naming the City of Milpitas, its officers, employees, agents and volunteers as additionally insured.

- The vendor shall provide proof of insurance no later than November 12.
- The certificate must name: **City of Milpitas, 455 E. Calaveras Blvd, Milpitas, CA 95035** as the certificate holder.
- The Additional Insured Endorsement must include: **the City of Milpitas, its officers, employees, agents and volunteers as additionally insured.**

Auto: Vendors must provide a **Commercial or Personal Auto Insurance Declarations page** as proof of auto insurance.

SET-UP INFORMATION

All vendors must complete their set-up and be ready to open for business one hour prior to the day's opening.

EVENT RULES AND REGULATIONS

1. **Holiday Magic on Main Street is held rain or shine. There will be no refunds due to inclement weather. Please also note that Milpitas often experiences windy weather conditions. Please bring weights for your tent or canopy. You are not permitted to tie your canopy to trees or landscaping.**
2. A health permit issued by the Santa Clara County Department of Public Health is required for selling or sampling of any food or beverages. (This includes handing out candy, bottled water, etc.) If the samples of food/drink are open (not completely pre-wrapped), a fully equipped food booth is also necessary.
3. The City of Milpitas does not guarantee vendor sales.
4. Vendors, their staff, employees, and agents must comply with all vendor policies, fire codes, laws, ordinances, and regulations pertinent to health, fire prevention and public safety. Failure to comply may result in expulsion from the event without a refund.
5. A limited number of vendors in any category will be accepted to the event. Decisions are at the sole discretion of the City and based on, but not limited to, success and best interest of the event, history, level of investment, payment, and date of paperwork received. The City reserves the right to admit duplicate businesses based on the Event needs and size. Exclusivity may be extended at the Event's discretion.
6. Vendor agrees to allow the City of Milpitas to take photos of the booth and product during the event. Photos taken may be used in City of Milpitas promotions.
7. All vendor booths **MUST** have a tent. Vendors are required to supply their own tent, tables, and chairs.
8. Booth locations are not guaranteed and are made at the discretion of event management.
9. Handwritten signs are not permitted with the exception of chalkboard signage. A-frame signs outside of the booth are also prohibited.
10. **Exhibitor shall be liable** for delivery; handling, erection and removal of his/her own displays and equipment.
11. All displays, merchandise, equipment and staff **must be contained within the assigned booth space**. No amplified music, walkway solicitation or "barking" is allowed. Staff/Personnel must remain inside the assigned booth. Please note this will be strictly enforced.
12. **Walking the grounds to sell merchandise or hand out fliers is strictly prohibited.**
13. No helium tanks will be allowed at the event. You may decorate with balloons, however, helium tanks will not be allowed on the event grounds during the event.
14. The City of Milpitas will provide general overnight event security; however, the City of Milpitas is not responsible for any lost, stolen, or damaged goods.
15. Vendor must obtain written permission from the City prior to using the City of Milpitas logo or any logo from the City of Milpitas website in connection with their business.
16. The assigned booth space must be occupied and be open during regular event hours. In the event that the Exhibitor does not occupy or staff said space, the City is expressly authorized to occupy said space in a manner deemed best for the interest of the event with no refunds or allowances to the vendor.
17. Vendor may not sublet or apportion booth space to anyone else.
18. Any changes to the menu or merchandise on the approved application must be submitted for written approval.

Vendor Application

Application Deadline is November 5, 2021



Thank you for your interest in the City of Milpitas' Holiday Magic on Main Street. Please review the Guidelines and Application carefully and complete the application. If you have any questions, please email tmclane@ci.milpitas.ca.gov.

Vendor Information

Business Name:	Business Phone:
Contact Person:	Other Phone:
Address:	Fax:
City, State, Zip:	*Email:
Milpitas Business License:	Website:
Tax ID:	California Resale License:

Activity or Product Pricing

Vendor must submit photos of booth set up and items to be sold. These photos will not be returned.

	\$		\$
	\$		\$
	\$		\$
	\$		\$

Booth Specifications

Please include photo(s) of booth with application. Space is sold in 10' x 10' increments. More than one space may be purchased.

Type of Booth	Dates Requested	Fee	Subtotal
Activity Vendor		\$200/weekend	=
Holiday Gift Vendor		\$200/weekend	=
Non-Profit Community Booth*		\$20/day	=
Food Truck or Cart		\$100/day	=
Food or Snack Booth		\$150/weekend	=
* 501C3 required.		Total Fees:	\$

Tents and Electrical Service

All vendors are required to use a tent or canopy and must provide their own. Tents should be stable and should be staked or weighted with sandbags or water barrels in the event of windy or inclement weather. With the exception of the food booth area, electricity is not available at most vendor booth sites. Vendors are encouraged to provide battery powered lighting for their booths.

I acknowledge that no tents, tables or chairs are provided for use at my vendor booth. Initial _____

I confirm that I will bring sandbags or water barrels sufficient to ensure the safety of my event in wind/rain. Initial _____

- I do not need electricity.
- I need 110v electricity
- I need 220v electricity

If you would like to be considered for one of the few sites with electricity available, please indicate why it is needed.

General Vendor Rules and Regulations

- Submittal of completed application does not constitute acceptance into the event by the City. Vendors will be juried following the application deadline. Those accepted will be notified of acceptance with a confirmation email.
- **This is a rain or shine event.** There are no refunds or extended dates due to inclement weather.
- Vendors keep 100% of the gross revenue.
- Any changes to the approved menu, activity or craft items must be submitted and approved by the City of Milpitas.
- Walking the grounds to sell merchandise or handout fliers is prohibited. Vendors must remain inside booth space.
- A Santa Clara County Health permit is required to sell, serve or sample any food or beverage.
- Payment is due at time of application. If the Vendor is accepted, the payment will be deposited. If the Vendor is not accepted, the payment will be returned as soon as possible.
- Vendor must provide their own signage. Signage may not exceed five feet from the top of the tent. **No handwritten signage will be permitted.**
- All fire codes, laws, ordinances, and regulations pertinent to health, fire prevention, and public safety shall be strictly obeyed.
- Vendors are responsible for acquiring a seller's permit from the California State Board of Equalization. Form BOE 410-D Swap Meets, Flea Markets, or Special Events Certification from the Board of Equalization (attached) must be submitted with application. Vendors are responsible for submitting their own resale taxes.
- All necessary permits and/or licenses must be properly displayed.
- Each vendor is responsible for their own equipment and merchandise. The City of Milpitas will not be liable for any lost, stolen, or misplaced merchandise or equipment at the event.

Required Insurance: Due November 12, 2021

Liability Insurance: All vendors are required to provide a Certificate of Insurance evidencing Commercial General Liability or Comprehensive Personal Liability coverage for a minimum of \$1,000,000 per occurrence or \$2,000,000 aggregate. The vendor shall provide proof of insurance no later than November 12, 2021.

- The certificate must name: **City of Milpitas, 457 E. Calaveras Blvd., Milpitas, CA 95035** as the certificate holder.
- The Additional Insured Endorsement must include: **the City of Milpitas, its officers, employees, agents and volunteers as additionally insured.**

Auto Insurance: Vendors must also provide a **Commercial or Personal Auto Insurance Declarations page** as proof of auto insurance.

Waiver and Release of Liability

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 comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in the Event.
4. At all times during Event, Vendor, his/her employees and agents shall be independent contractors and not employees or agents of the City. Vendor, and his/her employees and agents shall have no authority, express or implied, to bind the City to any obligation whatsoever.
5. City may terminate Vendor's participation in the Event at any time. City shall not be liable for any costs incurred by the Vendor as a result of such termination by the City.
6. Vendor shall comply with all laws applicable to the performance of the work hereunder, including, to the extent applicable, health and safety regulations. Vendor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, that Vendor may incur as a result of participation in the Event.
7. Vendor represents and warrants to City that Vendor and its employees, agents, and volunteers have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to offer the goods and/or services that Vendor is offering at the Event.
8. 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.
9. The person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on the behalf of the Vendor.

By signing below, I agree that I have carefully read the foregoing Waiver and Release of Liability and fully understand its contents. I am aware that this is a release of liability and I sign it without inducement. I also have read the Vendor Rules and Regulations included in this "Vendor Guidelines and Application" and I agree to comply with all conditions.

Signature

Name (Printed)

Date

Completed Applications and Payment must be submitted by November 5, 2021, to:

Mailed or delivered in person to:

Milpitas Community Center
Holiday Magic on Main Street c/o City of Milpitas
457 E. Calaveras Blvd
Milpitas, CA 95035

Emailed to:

tmclane@ci.milpitas.ca.gov