

ONTARIO
**FESTIVAL
DAYS**



MUSIC. FOOD. RIDES. BREW.

TENTATIVE EVENT DATES

MAY 27TH-29TH 2022

EXHIBITOR

HANDBOOK

Ontario Festival Days

May 2022

FESTIVAL HOURS

May 27 – 29, 2022
5 p.m. to 10 p.m. Friday
12 p.m. to 10 p.m. Saturday
12 p.m. to 10 p.m. Sunday

ONLINE ADMISSION PRICES

Free Admission to Event
\$25 Ride & Admission Bundle (Unlimited Ride Wristband and Adult Ticket)

TICKETING

Assuming COVID restrictions are removed, there will be no capacity restrictions

PARKING

General Vehicle Parking: \$8 per Vehicle

Exhibitor Parking Area: FREE

ADA Parking: YES

ADDRESS

Cucamonga-Guasti Regional Park, 800 N Archibald Ave, Ontario, CA 91764



LETTER FROM FESTIVAL MANAGEMENT

Welcome, Exhibitors!

This has been an unbelievable and unprecedented 2020 and now going into 2021, with the entire world being affected in such a terrible way, due to COVID-19. We have felt the pain, as have many of you, with a complete dead-stop on events nationwide. We have been waiting for the opportunity for things to get back to normal... however that “new” normal will be.

We have been working with the City of Ontario, San Bernardino County, and Local Health Authorities to SAFELY kickstart the event schedule again, while following all CDC and Governmental Guidelines. We have tried resuming things in 2020, then, 2021, but until vaccines are completed, and COVID is done and gone, we feel its best to just focus on 2022 and wait for all restrictions to be removed. We have spent a lot of time and money trying to make 2020 and 2021 happen, but its just not in the cards due to COVID. We don't want to put anyone at risk and we don't want to host an event that wont support its vendors and concessioners.

We intend to move forward with “Tentative Dates” for May of 2022, assuming this COVID outbreak is over.

All exhibitors that have registered for previously postponed events are automatically being rolled over to the future event. You can reference our online [Exhibitor Terms](#) for more detailed procedures.

We look forward to working with you in 2022 and please feel free to reach out to us with any questions, concerns, and suggestions.

Sincerely,

Festival Management

WELCOME

Festival Management welcomes all new and returning Exhibitors and Food/Beverage Concessionaires to the May 2022 Festival Days. We look forward to a safe & successful Festival for all involved. This Exhibitor's Handbook was prepared to assist in achieving that goal. The tentative dates of the Ontario Festival Days are May 27- 29, 2022. Festival hours are 5:00 p.m. to 10:00 p.m. Friday and 12:00 p.m. to 10:00 p.m. Saturday and Sunday.

Festival Management reserves rights to interpret the rules and regulations included in this Handbook and resolve other matters which have not been addressed.

1. Exhibitors/Merchants/Concessionaires (hereafter referred to as "Exhibitor") are bound by the terms of the Exhibitor Agreement they sign and are under supervision of Festival Management.
2. All payments, request forms and signed Exhibitor Agreement must be completed as specified and returned to Festival Management by the no later than thirty days (30) from the Exhibitor Agreement submission date, subject to cancellation.
3. Policy: If Festival Management has not received your printed Exhibitor Agreement and payment by specified due date, your Exhibitor Agreement may be cancelled, and your space may be replaced or relocated to alternate location depending on availability.
4. Applications and Payments are submitted online at FestivalDays.org Exhibitor Agreement is received via email once you submit your application. We do not allow check payments. Please be sure to submit your application and payments online prior to sending in your printed Exhibitor Agreement.
5. All Exhibitors are required to be open daily for the entirety of the Festival Schedule. All Exhibitors must be ready for inspection each day 1-hour prior to Festival Open. Inspections will be done by Fire, City Tax & Licensing, and Festival Management to ensure everyone is ready for each day. Exhibitors who fail to comply with the hours of operation will receive a "Notice of Participation Violation" by Festival Management.

HEALTH & SAFETY REQUIREMENTS

AMERICANS WITH DISABILITIES ACT - ADA

You must comply with the Americans with Disabilities Act ("ADA") of 1990 as amended, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. For more information please visit the Americans with Disabilities Act website at www.ada.gov.

PERMITS & LICENSES

HOLD OFF ON TEMPORARY SALES LICENSES AND HEALTH PERMITS FOR NOW

Since we are still in a holding pattern for the May 2022 dates, we recommend waiting until FINAL approvals from the City, County and State. Once approvals are given, we will let you know so you can begin securing all necessary City and County Permits/Licenses. It may be last-minute, but at least we will be ready for it.

PREVIOUSLY REGISTERED EXHIBITORS

ALL PREVIOUSLY REGISTERED EXHIBITORS ARE AUTOMATICALLY APPROVED

All Exhibitors that were approved for the postponed Festivals, are automatically approved for this Festival. All Credit Vouchers from that Festival will be honored for the next Festival.

NO CASH. CREDIT AND DEBIT CARD ONLY.

THIS WILL BE A CASHLESS FESTIVAL

Cash will not be allowed at the Festival. ALL transactions MUST be credit card or debit card only. You can use Stripe, Square, or any other POS system that you want, but please be sure to maintain a cashless Festival. Any Exhibitor violations may result in removal from the Festival and forfeit of deposits.

A

ADMISSION

Admission Tickets will be issued to Exhibitor Managers only. Each Exhibitor will be required to submit a Staff/Volunteer Roster listing the names of the owners and managers. Staff/Volunteers may leave and re-enter the Festival so long as they get a handstamp from the gate. Festival Management will not be responsible for any lost or stolen Admission Tickets.

AGREEMENTS

Your Agreement is reviewed and acted upon in the best interest of the Festival on an annual basis. Please be aware that this handbook, the Exhibitor Handbook, is made a part of your Agreement, which you and your staff and/or volunteers agree to abide by when you sign and return your Agreement.

ALCOHOL

Unless you have a current license authorizing the sale of alcohol and have been approved by Festival Management to conduct limited sales, you cannot sell any alcoholic beverages of any kind at any time. You are also not allowed to consume alcoholic beverages while working within your contracted space. Possession of any alcohol and/or illegal drugs or substance is strictly prohibited and is grounds for immediate removal from the Festival and revocation of your space agreement. At no time is alcohol to be consumed within your designated Exhibitor space. **NO EXCEPTIONS!**

ADVERTISING

In order to retain consistency and “fairness at the Festival,” you are not allowed to advertise or promote your products in any Festival locations other than the one(s) designated by your Agreement and all business dealings are to be conducted within the space designated by your Agreement. The Ontario Festival logo(s) and any other trademark artwork used by the Festival cannot be used on any marketing materials such as advertisements, promotions or forms without written consent from Festival Management.

ANIMALS

For the health and safety of resident animals at the Festival, Exhibitor pets are not allowed on grounds or at events unless clearly identifiable as service, guide or signal dog. Dogs and miniature horses are the only animals that are recognized by the ADA as “service animals.” Upon entering the Festival, the owner of said service animals must produce proof of animal vaccinations, or risk being denied entry.

All other pets are not allowed unless they are a part of the event (i.e. – pet shows, adoptions, etc.), and must be penned, crated or on leashes at all times.

- Exhibitor Pets are not permitted in the Festival at any time, with the exception of Assistance Dogs.
- Exhibitor Pets in the Festival area must be leashed or fenced at all times. Owners must clean up after their pets.

APPLICATION PROCESS

Applications will be evaluated by the following criteria:

- A. Similar Exhibitor Conflicts
- B. Booth set-up appearance
- C. Product (proposed prices, appeal, uniqueness, proposed specials during Festival, etc.)
- D. Completion of application process as specified
- E. Payment
- F. History and/or References, as applicable
- G. Other criteria as Festival Management determines appropriate

Exhibitor’s spaces are not automatically renewed. Festival Management will evaluate all applications received from returning Exhibitors, based on, but not limited to the following:

- A. (A) through (F) mentioned above
- B. Past performance (service, attitude, cooperation and quality of product)
- C. Compliance with previous license agreement
- D. Cleanliness and appearance (facility and personnel)

Previous Exhibitors may request a new location, but locations are subject to availability. Festival Management has the right to rearrange spaces in the best interest of the Festival. Space fees are determined by size and location. Sublicensing the premises is prohibited and may jeopardize your participation for the Festival. Only items listed in your contract may be sold. Any additions or deletions must be requested in advance in writing and approved by Festival Management. No substitutions can be made without prior written permission.

Festival Management has the right to limit the number of Exhibitors of any specific product.

B

BOOTH DESIGN AND PRESENTATION

We have established design and presentation parameters to create a professional, yet festive atmosphere for our Festival Attendees. Your adherence to these guidelines is vital to maintain a continued high-quality environment at the Festival. Festival Management reserves the right to determine the appropriateness of a display or exhibit.

Booth Standards:

You are not allowed to make any alterations or permanently affix any personal property to the premises. Utility connections are not considered permanent. Exhibitors may stake or use water barrels or weights to secure exhibit area tents and equipment.

Setting Up:

All Exhibitors are allowed to bring Tents. It's California, so shade is important. Tents can be staked, or you can use weights, or use water barrels to hold the tent in place. Tents must be in presentable condition. No unsafe tents, such as broken poles, ripped canopies, etc will be allowed.

We mark Exhibitor space with paint or similar marking, which includes end-to-end points, as well as your booth space number. This will coincide with your assigned booth space number.

We work with a good neighbor policy. Please be cooperative. Everyone is working toward the same goal. Please do not block aisles. Offload your display and tools. Move the vehicle/trailer to your designated or permitted parking areas.

Daily setup must be completed 1-hour prior to the event each day. Inspections will take place each day to ensure everyone is ready. Inspections done by Fire, Health, Tax Licensing, and Festival Management.

If you wish to remove your setup/vehicle/etc, are welcome to leave and return each day, so long as you are setup and ready for inspections.

Overnights:

All areas are to be vacated at the end of each set up day. There will be overnight security on premises for the entire duration of the Festival. Festival Management assumes no responsibility for loss or damage of property.

Booth Materials

All Exhibitors must provide their own booth materials, supplies (i.e. - chairs, tables, display cases, signs, lighting equipment, etc.) that meet with applicable rules established by the Festival.

Exhibitors will be supplied with space only. Exhibitor is responsible for providing clips/ties and tarp to secure tent each night after closing. Exhibitors are advised not to place items on the ground. Exhibitors will not be allowed to drop or park equipment, merchandise, stock trailers/trucks/flatbed trailers on or near location prior to the designated set-up days listed above. Festival Management is not responsible for the security of your equipment or merchandise.

Decorative material including, but not limited to, drapes, hangings, curtains, and table covers with overhand shall be made from NON-FLAMMABLE MATERIAL or rendered and maintained in a FLAME RETARDANT CONDITION by means of a solution and process approved by the Fire Marshal. Except for material made of 100 percent fiberglass, a special permit from the Fire Marshal will be required for decorative material (non-flammable or treated). Copies of Fire Marshal approved certificates of flame resistance covering all treated material shall be kept on file at the exhibit site and made available upon request.

C

CHECK-IN

Upon arrival and prior to any set-up Exhibitors must check in at the Exhibitor Check-In Station at the South Gate, near Exhibitor Parking. All Admission Tickets, Exhibitor Check-In Materials will be issued, and Festival Management will guide new Exhibitors to their assigned locations. Under no circumstances may you drop off merchandise in the Festival Area before checking in.

CITY BUSINESS LICENSE

HOLD OFF ON BUSINESS LICENSES FOR NOW

Since we are still in a holding pattern for the May dates, we recommend waiting until FINAL approvals from the City and Government.

ALL Exhibitors will need a San Bernardino County Temporary Sales License. If you don't currently have one, you can get a temporary sales license from the San Bernardino County. Merchandise Exhibitor License is \$25 and Food Vendor License is \$50. You can contact the County on their website [HERE](#) for more details.

EVERY SINGLE EXHIBITOR on our roster will be provided to the County to enforce licensing, so if you do not have a license approval, or approval to operate without license noted in the County's system, you will not be allowed to open at the event. Please be sure to handle the license prior to the event.

CLEANLINESS

It is up to you to keep your booth or stand clean and clear of debris. Please use your own trash bins behind or near your booth space for your own garbage. The Festival trash barrels are for public use only. All garbage, boxes, materials, coverings and non-display items must be removed, and all cleaning must be completed at least one-half hour before opening time each day. You may use the dumpster provided by Festival Management to get rid of any trash or boxes.

CONDUCT

In order to maintain the peace and protection of the general public, Festival Management reserves the right to regulate time, manner, and activities of Exhibitors. This regulation extends, without limitation, to individuals, noise, products, conduct, signs and/or printed materials that City/County/Festival may determine to be offensive or objectionable. Festival Management shall have the right to audit and review any and all sales, tax and other information or activities of Exhibitor necessary to assure compliance with the terms and conditions of the Agreement. Festival Management is authorized to monitor Exhibitor's activity and sales.

CUSTOMER RETURNS

All Exhibitor Return Policies must be clearly posted in your booth. Guests that need to return to the Festival to return items purchased at the Festival Management may do so by making arrangements through Festival Management. Festival Management will make the necessary admission and parking arrangements to ensure that the festival attendee is allowed re-entry at no personal cost. Any costs associated with admittance and parking may be charged back to the Exhibitor. Do not use your admission credentials for customer returns.

D

DAMAGES

You agree to promptly reimburse and pay the Festival Management for any damages to Festival property or equipment that you, your employees or your agents cause during the term of your Agreement.

DELIVERIES / SHIPMENTS

Festival Management is not responsible for any shipments and/or deliveries. The Festival Management does not have the means to store, unload and secure deliveries. All unclaimed shipments/deliveries will be returned to sender at Exhibitors expense. Exhibitors must make their own arrangements with the carrier.

Deliveries to your booth or stand can be made one hour prior to the Festival Open, however all vehicles must be off Festival one hour prior to Festival Open. Golf carts and all other vehicles are not allowed on the Festival at any time during public hours.

DISPUTES

If a dispute arises between an Exhibitor and Festival Management and is not settled by discussion, Exhibitor shall submit a written statement to Festival Management within 24 hours of dispute. Festival Management shall make a decision in writing regarding the dispute, which shall be final. Exhibitor shall continue to comply with all Agreement requirements without interruption during the dispute period.

All Exhibitors must follow the terms of the Exhibitor Agreement, including Section F. regarding disputing credit card charges. Violation of this policy, such as disputing without requesting refund as the policy shows above, will result in you being blacklisted from any and all future events nationwide.

F. COVENANT NOT TO DISPUTE CHARGES: (i) EXHIBITOR AGREES THAT ALL CREDIT CARD AND/OR DEBIT CARD PAYMENTS MADE TO PRODUCER, SHALL BE FINAL AND CANNOT BE DISPUTED WITH EXHIBITOR'S BANK, FOR ANY REASON WHATSOEVER, OUTSIDE OF THE REMEDIES SPECIFICALLY DESCRIBED IN SECTION 1. SUBSECTIONS H AND I. AS WELL AS, SECTION 10. SUBSECTIONS A, B AND C. (ii) EXHIBITOR ALSO EXPLICITLY WAIVES ANY RIGHTS OUTSIDE OF THE REMEDIES SPECIFICALLY DESCRIBED IN SECTION 10. SUBSECTIONS H AND I. AS WELL AS, SECTION 10. SUBSECTIONS A, B AND C.

DISTRIBUTION OF MATERIALS

The distribution of any advertising materials must be approved by Festival Management. Under no circumstances are Exhibitors allowed to distribute flyers, business cards, pamphlets, and or any advertising materials throughout the Festival. All materials must remain in the Exhibitor booth and distributed directly from the booth space to Festival patron(s).

DRAWINGS/RAFFLES

You also agree that there will be no games, gambling, or any other activity on the premises in which money is used as a prize or premium nor can you buy back discount coupons for cash. Raffles requiring the payment of money or other items of value will not be allowed under any circumstances. Only free drawings that comply with all applicable federal, state and local statutes and ordinances will be permitted. Failure to abide by any of the above guidelines will jeopardize any use of drawings in future Festivals.

DEAD STORAGE

Dead storage area is available at the Eastside of Parking Area for equipment not used on property during the Festival. If you have any vehicles, trailers or hitches not needed during the Festival, they must be moved to dead storage. If this equipment is found parked at any other location on the Festival, it will be towed at the owner's expense.

Exhibitors are responsible for providing their own push carts or dollies to transport stock items to and from the dead storage area. Exhibitors are responsible for locking and securing all equipment and vehicles stored in the dead storage area. Festival Management assumes no liability for stored equipment.

E

ELECTRICAL

Use of Generators is allowed. Please be sure your generator is not obnoxiously loud and will pass any fire inspection. The Festival is not setup to offer power. For now, please provide your own power.

Electrical wiring, fixtures, appliances, etc. shall comply with the requirements of the Fire Marshal, and local ordinances. Exhibitors are limited to 10 amps per 10 foot X 10 foot location. Cooking appliances for personal use is prohibited.

EXHIBIT MATERIALS

Exhibit materials must be removed, no later than 11:59 p.m. May 29th, 2022. If items are not removed within this time frame the Festival Management will remove such items at Exhibitor's expense. Exhibitors must properly vacate their space. Festival Management may without further notice to Exhibitor remove any items left at the risk and expense of Exhibitor. Any item of Exhibitor that has not been retrieved by 11:59 p.m. May 29th, 2022 shall be considered abandoned and shall become the property of Festival Management. Festival Management may thereafter dispose of such item(s).

F

FIRE SAFETY

All fire regulations, as prescribed by the Fire Marshal, will be strictly observed. Rules must be met, and all hazards corrected prior to opening day of Festival.

The City Fire Department will conduct fire inspections prior to opening day. Exhibitors that do not meet minimum fire safety standards on the day of inspection will be required to pay Festival Management a \$25 re-inspection fee. The fire inspectors will be looking for the following:

For Non-Food Exhibitors:

- A. Proper use of electrical cords, in good condition. Only heavy-duty cords are permitted.
- B. All decorative materials must be non-combustible, flame retardant, or treated with a fire proofing solution. The fire inspectors may test all materials.
- C. ALL EXHIBITORS, including non-Food Exhibitors, are required to bring a Fire Extinguisher. No Exceptions. Extinguisher shall be a 2A10BC classification or larger. MUST have still have the Service Tag still on the Fire Extinguisher. If the Tag fell off, you need to tape it to your Extinguisher.

For Food & Beverage Exhibitors:

- A. Exhibitors that are cooking, must have the proper fire extinguisher and the size of the Fire Extinguisher shall be a 2A10BC or larger.
- B. If you are cooking with grease then you shall have a Class K fire extinguisher.
- C. No open flame grills will be allowed under tents or canopies.
- D. All propane cylinders shall be secured with stakes or buckets.
- E. All combustibles shall be 15 feet from cooking area.
- F. All Food Trucks/Trailers MUST have fire suppression systems if cooking on Truck/Trailer.
- G. If you have a hood system then that shall have been tested within the last 6 months.

FIRST AID

The First Aid Station will be located at the Main Entrance. First Aid staff is available during Festival hours of operation.

FORKLIFTS

Festival Management does not provide forklift equipment. If you need a forklift you will need to make arrangements on your own with a local rental company.

G

GRATUITIES (tips/donations)

If any Festival employees or officers ask you for free gifts or services such as money, food, merchandise or free rides, please report it to the Festival Management immediately. In return, you should also not offer gratuities of any nature to Festival employees or officers.

GREASE BINS – GRAY WATER

Cooking oil must be placed in your own appropriate bins, not in cardboard boxes near dumpsters, nor poured into Festival trash barrels or drains. You are responsible for bringing in and removing your own grease from the Festival. If you spill any grease, you are responsible for cleaning up the grease.

Gray water cannot be dumped in storm drains, flower planters or restrooms. Only gray water may be dumped into sewer drains. Violators may be fined and charged for cleanup.

GUM/TOBACCO

The sale and/or distribution of chewing gum and/or cigarettes, tobacco AND VAPING are strictly prohibited. Festival Days is a non-smoking event. NO EXCEPTIONS!

H

HANDBOOK

By this reference, the Exhibitor Handbook is incorporated into and becomes a part of the signed License Agreement indicating that the Exhibitor agrees to abide by the Terms and Conditions of this Exhibitor Handbook. It is also agreed and assured that all employees have been made aware of its contents.

HEALTH DEPARTMENT

HOLD OFF ON HEALTH PERMITS FOR NOW

Since we are still in a holding pattern for the upcoming dates, we recommend waiting until FINAL approvals from the City, County and State.

If you are selling or handing out samples of prepared or pre-packaged food products you must follow all guidelines outlined in this book as well as those set by any governing agencies.

Exhibitors such as food, cookware and health demonstration Exhibitors, etc and food concessionaires are required to have a San Bernardino County Environmental Health permit.

If you intend on selling any food or beverage, you will need to provide your health permit information prior to the event. If you do not have one, you can secure a temporary special event health permit from the San Bernardino Health Department [HERE](#).

Food Safety Certification

Being Food Safety Certified means you or at least one of your employees has taken and passed an approved food safety certification class and possesses a valid certificate in food safety, this person is responsible for training all staff about food safety practices. California Law requires that at least one owner/manager of each food concession be Food Safety Certified by an approved program. If your trained staff member should leave, you have 60 days to certify another staff member. If you sell only pre-packaged food or beverages such as dried fruit, nuts, jerky and bottled or canned beverages you are not required to be certified. Certificates are valid for five years from the date of issuance.

Sampling

If you hand out prepared or pre-packaged food samples, you will need to pay the appropriate safe food handling fees. Food samples are limited to "bite size". Beverage samples are limited to a 2 oz. serving or package. Alcoholic sampling is not allowed.

HANDICAP PARKING

Please note handicapped parking spaces are limited and will be assigned on a first come, first serve basis. There is no charge for handicapped spaces; however, Exhibitors will be required to show proper documentation before assigned a handicapped parking space.

HOTEL LIST

Need a place to stay during the event? We are currently putting together a list of hotels for you to reference. We will update the website and this Handbook once we get finalized details.

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INSURANCE

All Commercial, Food and Beverage Exhibitors shall provide Festival Management original insurance certificates and endorsements which evidence the following coverages from companies licensed to issue such insurance in the State of California:

- A. **Workers' Compensation:** If the Exhibitor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor Festival Management.
- B. **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name Festival Management as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
- C. **Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Exhibitor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name Festival Management as Additional Insured.
- D. Any other insurance required by law or the State of California for this type of activity or event.
- E. **General Insurance Provisions - All lines:**
- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by Festival Management. If Festival Management waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - 2) Exhibitor shall cause Exhibitor's insurance carrier(s) to furnish Festival Management with either a Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein.

- 3) It is understood and agreed to by the parties hereto that the Exhibitor's insurance shall be construed as primary insurance, and the Festival Management's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 4) Exhibitor shall pass down the insurance obligations contained herein to all tiers of sub Contractor's working under this Agreement.
- 5) Exhibitor agrees to notify Festival Management of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

The insurance certificates must also include the following:

- A. The dates of inception and expiration of the insurance.
- B. A statement that the following are listed as additional insured: San Bernardino County; City of Ontario, Community Festival Foundation, Rock the Fork Phoenix, LLC; and their officers, employees, agents and volunteers;**
- C. Waiver of Subrogation must be added to the Certificate of Insurance**
- D. Primary and Non-Contributory Endorsement must be added to the Certificate of Insurance**
- E. A statement that the insurance cannot be cancelled or reduced with 30 days prior written notice to County; and
- F. A statement that the certificate holder shall be: San Bernardino County; City of Ontario, Community Festival Foundation, Rock the Fork Phoenix, LLC.
- G. If you cannot furnish the required policy, it may be purchased from TheEventHelper.Com, or similar source for insurance. We are not affiliated with any insurance carriers or brokers.

Insurance must be on file BEFORE the Festival. Exhibitors who fail to furnish a valid certificate of liability insurance will be billed for insurance and one of our Festival Management staff will secure insurance on your behalf. Commercial, Food & Beverage Exhibitors will not be permitted to set up without insurance. NO EXCEPTIONS!!

*Handcrafted and Arts Exhibitors, as well as Rescues and Non-Profit Exhibitors are not required to have insurance.

J

JANITORIAL SERVICES

Our janitorial team is responsible for the Festival Space; however, you are responsible for the service, maintenance, landscaping and contracting of your assigned space.

M

MENUS & PRICING

If your operation requires a menu, it must be easily visible and readable from the front of your stand. Menus must be printed and professional in appearance. Handwritten menus or taped over prices are not allowed. All menus must be submitted with your application. Should you wish to change your menu, all changes must be submitted in writing, be justified and preapproved by Festival Management before you can change your menu. Each menu must include a list of items for sale and their net prices, plus the current California State Sales Tax.

Soft drinks will comply with standard portions as approved by the Festival. If we determine that any price or portion appears inadequate or unreasonable, you will be advised and given the opportunity to justify the prices and portions, subject to approval. May Menus will be reviewed during the Festival and compared to the approved menu. Any discrepancies will be brought to the stand owner's attention for immediate correction.

MERCHANDISE

Because we want all of our Exhibitors to have a successful and lucrative Festival, you may not give away or sell any items that will create unfair competition for our food Exhibitors, novelty contractors and game Exhibitors.

With that said, the following items, which does not represent an exclusive list, cannot be sold or given away: novelties, balloons, or souvenirs, tee shirts, inflatables, and any other item that could create the aforementioned unfair competition. You are not allowed to sell, give away or display any items not specified in your Agreement. It is also very important for us to keep a diverse mix of products in the Festival. Layout changes may result in your number of stands or booths being reduced. Commercial Exhibitors will not be granted exclusive rights to exhibit, promote, demonstrate and/or sell products or services.

PRODUCT EXCLUSIVITY

Commercial Exhibitors will not be granted exclusive rights to exhibit, promote, except as set forth in this Exhibitor Handbook, demonstrate and/or sell products or services.

MOVE OUT PROCEDURE

- A. All Exhibitors must remain open until the end of the Festival, for ALL days of the Festival. Exhibitors breaking down early will jeopardize their participation for future Festivals.
- B. You will not be allowed to drive vehicles into the Festival area until all Festival patrons have cleared the grounds. We anticipate allowing vehicles on the grounds around 11:00 p.m., once the crowd has cleared. Otherwise, you may cart or carry starting 10:00 p.m.

Exhibitors must properly vacate their space. Festival Management may without further notice to Exhibitor remove any items left at the risk and expense of Exhibitor.

O

OFFENSIVE ITEMS

We reserve the right to prohibit the sale, rental or display of any item that we reasonably deem objectionable from the standpoint of taste, quality or compatibility with Festival Management. Please note that we will not exercise this right for the purpose of controlling the economic return or to protect exclusive licensing or similar arrangement between Festival Management and others. Some items that will not be considered for sale, giveaway or rental include but are not limited to: weapons of any kind, lasers, high-powered water guns, rubber band guns, toy guns, products made from any endangered animals, pornographic or drug-related items.

P

PARKING

Vehicles are not allowed inside Festival Space at any time during the Festival hours, for any reason, unless they are specific to functionality of your exhibit setup.

- Parking lots and roadways will be under exclusive and absolute control of the Festival.
- Streets must be kept open for emergency vehicle access and Festival maintenance.

Liability Limitations of Parking

Festival Management hereby declares it is not responsible for fire, theft, damage to or loss of vehicles or articles left therein. Any person visiting the Festival premises, who parks in any non-designated area, does so at his own risk, and is subject to towing and storage fees.

PAYMENTS

Please read your Agreement and submit payment by specified due date. All payments received after May 1st, 2022 must be made in Cash, Cashier's Check, or Money Order. There is a \$25 Administration fee for any returns.

PRODUCTS, SERVICES AND MERCHANDISE

Only approved items listed on your License Agreement may be offered for sale. You are not allowed to sell, give away or display any items not specified in your Agreement. It is the goal of the Festival Management to maintain a diverse mix of products at the Festival.

PRODUCT RESTRICTIONS

Items that will not be allowed for sale or as giveaways are: stun guns, stink bombs, silly string, switchblades, brass-knuckles, lasers, high-powered water guns, rubber band toys, toy weapons of any type, poppers, products made from any endangered animals, pornographic items, drug related items, and gang-related items. Festival Management reserves the right to determine whether an item is considered offensive, inappropriate, poor taste, and will prohibit the sale/display of such an item. All inappropriate material will be confiscated by a Festival Management and will be returned at the end of the Festival.

R

RAIN

In case of rain, all outside stands and booths may cover up to protect merchandise. Once the rain stops you will need to immediately remove the covers and re-open your operation for the remainder of the day. Festival Management is not responsible for any damaged merchandise cause by any element beyond our control (ie: wind, rain, hail, etc.) Exhibitors must cover and secure all merchandise in the event of unexpected weather. This is a rain or shine event.

REFUNDS / CANCELLATION OF CONTRACT

If this Agreement is cancelled by Exhibitor for any reason, or by Festival Management because of an Exhibitor's default or violation of this Agreement, monies paid to Festival Management shall be retained as follows:

- A. If Exhibitor cancels for any reason, any and all Deposits paid by Exhibitor shall be automatically forfeited.
- B. If Exhibitor cancels forty-five (45) days or more before the first day of the Festival, Festival Management shall retain 50% of Exhibitor space rental fee and shall return the balance paid to Exhibitor.
- C. If Exhibitor cancels within forty-four (44) days or less prior to the first day of the Festival, Exhibitor is liable for the entire rental cost of the booth space, which includes money paid and any outstanding balance. Festival Management shall retain these monies as liquidated damages for the direct and indirect costs incurred by Festival Management for organizing, setting up and providing space for Exhibitor, and losses and additional expenses caused by Exhibitor's withdrawal including re-let of the space.

S

SCREENS

Your booth or stand must have visual screening to hide approved service and storage areas from public view. You must provide your own screens that are designed to look like the booth, food stand or trailer with similar artwork and colors. They must be big enough to completely surround the entire back service and storage area of the booth, stand or trailer. All trailers must have proper skirting around the perimeter to hide the under carriage, wheels or chassis and trailer hitch.

SECURITY

You must not leave your booth or stand unattended at any time during operating hours. You should also cover all valuable items when leaving the building after closing. Festival Management provides general security for its buildings and grounds.

However, Exhibitors are responsible for their own property and need to secure any property that can be carried away. Festival Management is not responsible for loss of any kind by Exhibitor whether by fire, theft, physical violence, and the elements (i.e.: rain or wind damage) or by any other cause however originating. Any losses should be reported to security and Festival Management immediately.

SIGNAGE

All signs (including menu boards) must be professionally produced. Handwritten signs are not permitted. Signs may not extend beyond the airspace of Exhibitor's space without prior written consent of Festival Management.

Signs mounted on the roof/top of a Exhibitor's exhibit may not exceed 24 inches (i.e. a two (2) foot banner) in height. Festival Management, in its sole discretion, may disallow or require to be removed any signs that are considered offensive or inappropriate. All Exhibitors must post a return policy in a prominent location in the Exhibitor booth space. Festival Management reserves the right to move, remove or relocate any sign deemed necessary.

SOUND DEVICES

Sound-producing or sound amplification devices (including but not limited to microphones and speakers) may not be used by Exhibitors without the prior written approval of Festival Management. Sound devices must not cause annoyance or disturbance to other persons or Exhibitors. Festival Management, in its sole direction, shall have the final and conclusive determination as to the acceptability and volume level of such devices.

SPACE LOCATIONS

Fixed locations are assigned on an annual basis. Returning Exhibitors may submit a written request for a different location. Should space become available, we will be happy to consider your request. Occasionally we need to move an to another location; sometimes this can happen during the Festival. Should this need arise you will move, at no cost to the Festival.

SUB-LICENCING

Your assigned space is for your sole, exclusive and personal use. As such, you are not allowed to sub-license or allow any person or business to use your contracted space unless granted written permission by Festival Management. If the approved sub- licensee is doing business under a fictitious name or as a partnership or corporation, one individual of the business must be designated as the responsible party. This individual is the only one who can conduct business, display, give or receive information at your location. Any Exhibitor caught sublicensing will jeopardize their future participation at the Festival.

T

TENTS

All Exhibitors are allowed to bring Tents. It's California, so shade is important. Tents can be staked, or you can use weights, or use water barrels to hold the tent in place. Tents must be in presentable condition. No unsafe tents, such as broken poles, ripped canopies, etc will be allowed.

Large Tents:

Any tents over 400sf must be approved for a fire permit prior to the event, so please let us know if you have a large tent so we can get the approvals ahead of time. You are allowed to connect multiple 10x10 tents together without fire approval. Maximum contiguous 10x10's is 12 total tents.

U

UNIFORMS

All employees must be tastefully clothed at all times. While uniforms are not mandatory, they are highly recommended. Name tags with employee name clearly visible are required.

V

VEHICLE PARKING

This year, each contracted commercial booth space will be issued an allotment of complimentary parking credentials. Each contracted booth space will be issued credentials based on the size of the booth. For example, a 10 x 10 commercial booth space will receive (2) parking credentials, a 10 x 20 will receive (4) parking credentials and so on. Exhibitor parking is at the East Lot. Parking is First-Come, First-Serve. There is no guarantee of parking space. (Exhibitors without parking credentials displayed on their dashboard will be required to relocate their vehicle. All vehicles and or trailers not displaying the Exhibitor parking pass on their dashboard will be towed at owner expense.

VIOLATION NOTICES

This Exhibitor Handbook is part of your Agreement, so non-compliance with any part of this book is considered a breach of Agreement. A breach of Agreement may be cause for termination of the Exhibitor Agreement. Violations play an important role when deciding to invite an Exhibitor to future Festivals. If Festival Management elects to not immediately terminate the Agreement for Exhibitor's breach or violation, the following procedures shall apply:" If Exhibitors violate any part of this Exhibitor Handbook, a notice of violation will be issued.

You will first receive a verbal warning and a reasonable amount of time to correct the violation. If the matter is not resolved, further action will be taken, as deemed appropriate by Festival Management. Further action will include, but is not limited to:

- Not being allowed in future Festivals.
 - An order to cease operation immediately and vacate the premises.
-

W

WATER

Water is not being provided by Festival Management to any Exhibitors. If you need water, you will need to make your own arrangements to secure water.

WORK PERMIT LAW

If you employ anyone under the age of 18, you are required by law to see that they hold a valid work permit. You are also required to adhere strictly to all applicable child labor laws.

THIS SECTION ONLY APPLIES TO FOOD & BEVERAGE EXHIBITORS

SETUP

Food & Beverage Exhibitors may begin set-up as early as 8 a.m. on May 26th, 2022 if needed.

NO CASH

THIS IS A CASHLESS FESTIVAL. If you want to participate, you CANNOT accept cash for any transactions. Only credit cards or debit cards will be allowed. If you are caught violating this policy, you will be removed from the Festival.

GROSS SALES SPLIT

In order to make things more affordable for Exhibitors with a lower up-front payment, we have implemented a Gross Sales Split method instead of requiring up-front Full Rent payments.

Food and Beverage Exhibitors shall pay to Festival Management, a \$100 deposit, ("Minimum Guarantee"), which shall be applied against 20% of Gross Food and Beverage Sales, net of taxes (whichever is greater).

Deposits must be paid at the time of submitting your application, for each Festival Date being reserved in order to hold your Exhibitor space. Gross Sales Settlements are completed at the end of the day, for each date of the Festival.

PREVIOUSLY REGISTERED EXHIBITORS RENT DEDUCTIONS FROM SALES SPLIT

All previously registered Exhibitors, who paid full rents for the Festival, but were postponed to this upcoming Festival, shall be given deductions toward Gross Sales Split.

For example, assuming you originally paid \$500 for the 2020 Festival, take the same split method of \$100 deposit, ("Minimum Guarantee"), which shall be applied against 20% of Gross Food and Beverage Sales, net of taxes (whichever is greater). Then, subtract the difference of \$400 previously paid from the final settlement to recover those previously paid fees. This will be the easiest way to balance all previous payments. We will be using the Gross Split method moving forward on all future events.

SALES REPORTING & AUDITING

In order to complete all sales audits in a timely manner, Exhibitors must have their Stripe, Square, Etc. merchant software reports pulled up and available for viewing via phone, tablet, or laptop ready for audit.

If you are not using Stripe, Square, Etc. to process credit cards, but are using credit card machines, you can provide copies of credit card machine batch reports, for each credit card machine you have.

All sales reports must have the details of each transaction, including the date and time of each sale as well as the dollar amount, and must also have a credit card total amount at the end of the report.

Festival Management will be auditing the sales reports according to the set schedule. Sales audits will be scheduled for each day, between 9 p.m. and 10 p.m.

Please make sure that a designated employee is present and ready to provide Festival Management with the requested sales report readings at the time of audit.

Exhibitors who have not completed the daily audit procedure will not be permitted to open for business the next day, until the sales audit procedure has been completed, **NO EXCEPTIONS!**

MENU

Food & Beverage Exhibitors must have a food and beverage menu posted in a clearly visible location, which list the price for each item excluding tax. Festival Management will monitor food prices and items sold and make recommendations accordingly. All menus and price lists are to be given to the Festival Management along with the Exhibitor Agreement by May 1st, 2022 if not already submitted as requested.

Festival Management exercises its legal right to sign exclusive Agreements with Exhibitors for items such as soft drink, ice, and water. Since all suppliers are afforded equal opportunity to bid on an Agreement, the Festival exercises its right to demand exclusive use of contractor's products.

BEVERAGE CONTAINERS

Beverage containers from another Festival cannot be used on the Festival grounds. Containers may not have logos or advertisements other than the contracted Exhibitor. It is the sole discretion of management to dictate the acceptability of all containers. Containers for non-carbonated beverages must be of a disposable paper or recyclable Styrofoam cups of a generic design. Custom printed cups or napkins must be approved by Festival Management prior to opening day of the Festival. All Food & Beverage Exhibitors are to provide napkins, eating utensils and condiments for their customers. Pointed wooden sticks are prohibited.

SAN BERNARDINO COUNTY DEPARTMENT OF ENVIROMENTAL HEALTH PERMIT

HOLD OFF ON HEALTH PERMITS FOR NOW

Since we are still in a holding pattern for the upcoming dates, we recommend waiting until FINAL approvals from the City, County and State.

Exhibitors such as food, cookware and health demonstration Exhibitors, etc. and food concessionaires are required to have a San Bernardino County Environmental Health permit.

If you intend on selling any food or beverage, you will need to provide your health permit information prior to the event. If you do not have one, you can secure a temporary special event health permit from the San Bernardino Health Department [HERE](#).

SEATING/TABLES

Tables and chairs may be located directly in front of your vending location, no more than 10x10 area.

GREASE BINS – GRAY WATER

Cooking oil must be placed in your own appropriate bins, not in cardboard boxes near dumpsters, nor poured into Festival trash barrels or drains. You are responsible for bringing in and removing your own grease from the Festival. If you spill any grease, you are responsible for cleaning up the grease. Gray water cannot be dumped in storm drains, flower planters or restrooms.

Only gray water may be dumped into sewer drains. Violators may be fined and charged for cleanup.

GARBAGE/TRASH

It is up to you to keep your booth or stand clean and clear of debris. Please use your own trash bins behind or near your booth space for your own garbage. The Festival trash barrels are for public use only. All garbage, boxes, materials, coverings and non-display items must be removed, and all cleaning must be completed at least one-half hour before opening time each day. You may use the dumpster provided by Festival Management to get rid of any trash or boxes.

POWER/GENERATORS

Food and Beverage Exhibitors are the only exception to having their own generators. Please be sure your generator is not obnoxiously loud and will pass any fire inspection. The Festival is not setup to offer power but is something we are setting up for the event. For now, please provide your own power.