

Floral Park 2017 HOME & GARDEN TOUR

VENDOR INFO & APPLICATION

January 2017

Dear Vendor,

The Floral Park Home Tour Committee is planning its **25th Annual Home and Garden Tour** to be held **Saturday and Sunday, April 29 and 30, 2017**. Thank you for your participation in last year's tour. Your involvement (and hard work!) contributed to our outstanding success, and we appreciate that!

We are extending an invitation to you to take part in the **2017 Tour Street of Treasures** sale. As before, the sale area will be well-located, near tour homes and the ticket booth, so attendees will not have far to go to browse and buy. Our beautiful homes and gardens on tour will be south of Santa Clara this year. We will also have refreshments, classic cars, guest seating, and restrooms near your booth(s).

Each space is **approximately 12' by 12'**. Vendors provide their own tables, chairs, and shade (canopies are great). Together we strive to make this a venue for vendors who offer **unique, high-quality** items for sale. We hope that vendors will continue to welcome the opportunity to personalize their spaces and make them attractive to shoppers. Last year more than 2,000 home tour tickets were sold, and most of those ticket-buyers were shoppers as well!

- **Spaces will be assigned at the sole discretion of the committee**
- **Payment will not be refunded if we have bad weather**
- **Include a note with your payment if you would like your booth next to a friend's**
- **Plan to provide your own shade (no larger than a 12 x 12 canopy) as shade from trees is very limited**
- **For each space purchased you will receive one complimentary Home Tour admission**
- **You will need to take down your display on Saturday afternoon and put it up again on Sunday morning**
- **I will not send hardcopy confirmation of your participation prior to the event. Please check the website www.floralparkhometour.com/vendors and look for the link "Confirmed Vendors". This will be updated weekly to reflect checks received. There is also a map of the Tour location on this website. You know the drill. Any newbies, please feel free to call me.**
- **VEHICLES LEFT ON VICTORIA DRIVE AT 9AM ON TOUR DAYS WILL BE TOWED AT OWNER'S EXPENSE!**

Please note that there is a form required by the City of Santa Ana and the fee has been increased by \$1.00. See Page 2 for application instructions. Any vendor that does not have a current Santa Ana Business License must complete this form.

Please send your check for vendor space(s) payable to Floral Park Neighborhood Association, to Susan at the address below along with the downloadable vendor application and vendor agreement forms completed in full.

Please send your gratuitous event form and payment to the City of Santa Ana. California state law requires us to document, in writing, the seller's permit status of all people who sell (or display) at our event so you will notice a space for your California Seller Permit number on the vendor agreement. You are required to have a seller permit or a gratuitous event permit if you are selling (or displaying), even temporarily, new or handcrafted items or used items you purchased for the purpose of reselling to others. And in keeping with state law, you may **not** sell at this event unless you have a seller's or gratuitous event permit. In order to be included in this year's event, we must receive your check and completed vendor application and vendor agreement no later than **April 1, 2017**.

If you have any questions or would like additional information, please call or email **Susan**.

Susan Hart
Home Tour Vendor Coordinator
2336 North Riverside Drive
Santa Ana CA 92706
714.398.0176 (Evenings)
Suzy8292@earthlink.net

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Applications are due **April 1, 2017**, and must be received, not postmarked by that date.

HOW DO I APPLY?

1. Download the Vendor Agreement, Application for Vendor Space, and the Gratuitous Event Application from our website www.floralparkhometour.com/vendors
2. Print the applications (included in the pages that follow), and fill out legibly
3. Mail the following items
 - Application for Vendor Space (filled out completely), Vendor Agreement, and your check for vendor space(s) in the amount of \$75.00 **per space**. **Send to Susan**.
 - Gratuitous Event form and check for fee. \$18.00 (for April through December). **Send to City of Santa Ana**, Business Tax Section, 20 Civic Center Plaza, First Floor (M-15), PO Box 1964, Santa Ana CA 92702. If you have questions regarding this form, please call Hector at 714/647-5447. Vendors need to have a current Santa Ana Business License **or** to submit a Gratuitous Event form. If you have renewed your license, you will owe nothing. If you are new to this event and do not current hold a Santa Ana Business License, you will owe \$18.00.

Application for Vendor Space

This application for vendor space at the **2017 Floral Park Home & Garden Tour**, together with the Vendor Agreement, will become a contract between the undersigned Vendor and Floral Park Neighborhood Association (FPNA) upon signature by the Vendor and acceptance by the FPNA.

Application for:

- Horticulture (plants, bulbs, cut flowers, herbs, dried flowers)
- Garden Accessories (outdoor furniture, garden art, tools and accessories)
- Home Accessories (antiques and garden inspired home décor and accessories)
- Jewelry, clothing, accessories
- Services (photography, window replacement, historical books, etc.)

Products to be displayed and/or sold: _____

Please Print Clearly

Vendor Name _____

Address _____

City _____ State _____ ZIP _____

Vendor Representative _____

Tel _____ Fax _____

Email _____ Website _____

Booth spaces are assigned at the sole discretion of the Home & Garden Tour Committee. Fees are non-refundable, rain or shine. Plan to provide your own shade (12' x 12' maximum) as shade from trees is limited. For each space purchased, vendor will receive one (1) complimentary Home & Garden Tour admission ticket.

- approx. 12' x 12' ___ \$75 (for both days April 29 & 30, 2017) ___ # of spaces _____ \$ _____
- Request space next to vendor (name) _____

To reserve your space, please send your check, payable to Floral Park Neighborhood Association, to Susan Hart at the address below. Please include your email address. In order to be included in the 2017 Floral Park Home & Garden Tour, your check must be received no later than April 1, 2017. Directions and other details will be posted on www.floralparkhometour.com.

By signing this contract, I/we certify that all of the information provided herein is true and correct, and that I/we have read and agreed to abide all rules and regulations set forth by the Floral Park Home & Garden Tour. I understand that the Floral Park Neighborhood Association holds the right for whatever reason to cancel this contract at no obligation. This contract constitutes the entire agreement between management and vendor.

Signature _____

Print Name _____ Date _____

CA SELLER PERMIT# _____ I am not required to hold a seller's permit (complete attached form BOE-410-D). California State Board of Equalization requires all vendors must have a valid California Sales Tax Permit unless exempt under state law.

OFFICE USE ONLY:

Booth space fee received _____ Amount \$ _____ Check # _____

Peddler/Solicitor fee received _____ Amount \$ _____ Check # _____

Accepted _____ By _____

If you have any questions or would like additional information please contact:

Susan Hart
(714) 398-0176 (evenings) | Email Suzy8292@earthlink.net
2336 N. Riverside Dr., Santa Ana, CA 92706

VENDOR AGREEMENT

*Floral Park Neighborhood Association (FPNA)
P.O. Box 11366, Santa Ana, CA 92711-1366*

This agreement is between _____ (“vendor”) and Floral Park Neighborhood Association (“FPNA”). Please review the following before signing. By signing this document you agree to abide by all of the terms and conditions presented herein as well as those in the Application for Vendor Space.

Vendor Space

FPNA will provide the undersigned vendor with vendor space at the 2017 FPNA Home & Garden Tour in accordance with the terms of the vendor’s Application for Vendor Space. As stated in that document, vendor space is assigned on a first-come, first-served basis and at the sole discretion of FPNA, and FPNA cannot guarantee the availability of vendor space. In the event that FPNA cannot provide the vendor space requested in the vendor’s Application for Vendor Space, FPNA will contact the vendor to discuss alternate arrangements and/or arrange a refund of the vendor’s deposit.

Rules and Regulations

As partial consideration for its use of vendor space, the undersigned vendor agrees to abide by all rules and regulations adopted by FPNA and agrees that FPNA shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.

Advertisement and Attendance

FPNA does not imply or guarantee attendance figures or advertising commitments. FPNA will make its best efforts to implement an effective ad campaign to facilitate maximum attendance.

Display Regulations

The vendor agrees to occupy its assigned vendor space during the full term of the Home & Garden Tour and to exhibit only the products described in its Application for Vendor Space and any attachments thereto. FPNA reserves the rights, in its sole discretion, to (1) determine the eligibility of vendors and exhibits for the Home & Garden Tour, (2) reject or prohibit exhibits or vendors that FPNA considers objectionable, and/or (3) relocate vendors or exhibits when, in FPNA’s opinion, such moves are necessary to maintain the character and/or good order of the Home & Garden Tour.

Deposit, Payment Terms, & Cancellation Policy

The vendor space rental fee shall be as reflected in the attached Application for Vendor Space. Payment in full of the vendor space rental fee is due upon submission of the Application for Vendor Space. A vendor wishing to cancel its contract to attend the Home & Garden Tour must submit written notice of cancellation more than thirty (30) days in advance of the first day of the Tour. If the vendor fails to do so, the space rental fee shall be non-refundable.

Building & Parking

The vendor is liable for any damage that it or its agents, contractors, or employees cause to the facility or to any property of FPNA, its agents, officers, or employees, or any other vendor(s). The vendor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of FPNA, its agents, officers, or employees, or any other vendor(s).

FPNA is not responsible for providing or ensuring vendor parking during setup, tour times or teardown. However, Vendors will be supplied with a parking card for designated parking in the parking lot of the Rancho Santiago

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Community College District, 2323 N. Broadway (corner of Broadway and Santa Clara), Santa Ana. Vendors may enter street upon which the marketplace is held for setup and teardown only. Parking is not allowed on the designated marketplace street during Tour hours (10 a.m. – 4 p.m.).

Installation & Removal of Exhibits

The vendor agrees that no display will be dismantled or removed during the hours of the Tour each day without the permission of FPNA, but will remain intact until the end of the final closing hour of the last Home & Garden Tour day. The vendor also agrees to remove its display and equipment from the Tour site by the final move-out time limit.

Cancellation or Curtailment of the Home & Garden Tour

In the event that the facility in which the Home & Garden Tour is to be held or is held is destroyed or becomes unavailable for occupancy for reasons beyond the control of FPNA or if for any reason FPNA is unable to permit the vendor to occupy the facility or the space, or if the Tour is cancelled or curtailed, FPNA and the show sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the vendor may suffer.

Assignment and Subletting

The vendor shall not assign any rights to vendor space or sublet same without prior permission of FPNA, which permission may be arbitrarily withheld at the sole discretion of FPNA.

Assumption of Risk, Waiver and Indemnity

The undersigned vendor accepts all risks associated with the use of the exhibit space and environs. The vendor shall not make any claim or demand or take any legal action whatsoever against FPNA, its agents, employees, officers, residents, or directors, the Home & Garden Tour sponsors, the facility in which the Tour is held, or the owners of homes or said facility for any loss, damage or injury, however caused, to the exhibitor, its officers, employees, agents or their property. The vendor agrees to indemnify and hold harmless FPNA, Home & Garden Tour sponsors, the facility and its owners, and their respective officers, employees, directors and agents against all claims, costs, legal actions, damages, and charges of any and every kind resulting from, arising out of, by reason of any act or omission, whether intentional or negligent, or from strict liability, arising from the conduct of any participant, invitee, attendee, sponsor or any third person who is or is not an invitee, attendee participant or sponsor of the Tour, or relating to the vendor's occupancy and use of or presence in the vendor space or its environs.

Vendor's Property

FPNA will not be responsible or liable for the safety of the vendor or its merchandise, property, employees, or customers from theft, damage from fire, civil tumult, accident, Act of God or any other damage or injury of any type whatsoever. All of the vendor's property at the Home & Garden Tour shall be present at the sole risk of the vendor and FPNA assumes no responsibility for any loss or damage thereto.

Limitation of Damages

In no event and under no circumstances or theory of liability shall the vendor be entitled to recover any damages or other compensation from FPNA or its agents, officers, or employees that exceeds the deposit and vendor space rental fee(s) paid by said vendor.

Choice of Law & Entirety of Agreement

This document, the Application for Vendor Space, and all attachments thereto, and any disputes arising there under shall be subject to and controlled by the laws of the State of California. The documents described in the immediately preceding sentence constitute the sole and entire agreement between the vendor and FPNA, and no representations or inducements not included therein shall be binding upon the parties hereto.

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Signature of Vendor & Date Accepted by FPNA

Printed Name of Vendor: _____

Vendor Signature: _____

Accepted by FPNA: _____ Date: _____

**CITY OF SANTA ANA
BUSINESS TAX SECTION**

20 CIVIC CENTER PLAZA, FIRST FLOOR (M-15), P.O. BOX 1964, SANTA ANA, CA 92702 (714) 647-5447



BUSINESS LICENSE TAX APPLICATION

(PLEASE TYPE OR PRINT CLEARLY, USING BLACK INK)

GRATUITOUS (EVENT PARTICIPANT)

AFFIDAVIT – CONFIDENTIAL (NOTE: We are unable to process an incomplete application. Please complete this application and submit with your payment.)
Post Office boxes **will not** be accepted for either Business or Residential addresses.

Business Name (DBA) _____ **Santa Ana Business Start Date** ____ / ____ / ____

Corporation Name (If Applicable) _____ **Phone** () _____

Business Location (PO Boxes Not Accepted) _____ **Fax** () _____

City _____ **State** _____ **Zip** _____ **E-mail** _____

Mailing Address (If Different) _____

City _____ **State** _____ **Zip** _____ **Emergency Phone** () _____

Enter in Full State Seller's Permit # [][][][] [-] [][][][] [-] [][][][] (Example: SR Y EA 123-456789 00001)

(Attach Copy When Applicable) Prefix Acct Nbr Sub Nbr Prefix Acct Nbr Sub Nbr

Ownership of Business: Corporation Sole Proprietor Trust General Partnership Ltd Liability Co. Ltd Liability Partnership

Federal Tax I.D. # ____ - ____ - ____ - ____ - ____

Owner Information: Enter Names of Owners, Partners, Members or Corporate Officers below – Use Additional Sheets as Necessary

Owner/Officer Name _____ **Title** _____ **Social Security No.** _____

Home/or Corporate Address _____ **Phone** () _____

City _____ **State** _____ **Zip** _____ **Drivers License No.** _____

Owner/Officer Name _____ **Title** _____ **Social Security No.** _____

Home/or Corporate Address _____ **Phone** () _____

City _____ **State** _____ **Zip** _____ **Drivers License No.** _____

Check if qualifying criteria met for activities conducted within the City of Santa Ana:

Gratuitous Licensee (Individuals engaged in part-time business and whose income produces gross receipts (less than) < \$2,592.00 annually).

Note for In-City Businesses:

Businesses operating from a residence within the City may be required to obtain a Home Occupation Permit.

Event Name: _____ **Event Location:** _____

Description of Business Activity: _____

(To prevent a delay in processing your application, a description of business activities and (where applicable) a description of items sold must be entered on the line above.)

TAX PERIOD: 1/01/17 THRU 12/31/2017

Gratuitous Business Tax Pro-Ration Schedule			
2017			Tax Fee
January	thru	December	\$22.00
April	thru	December	\$17.00
July	thru	December	\$11.00
October	thru	December	\$ 6.00

CALCULATE BUSINESS LICENSE TAX DUE (See Above Tax Schedule for rates)

Enter Gratuitous Tax Fee	= \$	_____
Registration Fee		N/A
State of California Disability Access and Education Fund Fee	+ \$	1.00
Total Amount Due	= \$	_____

To avoid a 50% assessment of a penalty, this office must receive application within 30 days from the start of business date. Make checks payable to: City of Santa Ana.

I declare under penalty of perjury that this application (including accompanying documents) are, to the best of my knowledge, a true and correct statement of facts.

Signature _____ **Title** _____

Print Name _____ **Date** ____ / ____ / ____

Please remember to complete the reverse side of this form in order to avoid delays.

If you pay by check and it is returned, you expressly authorize the electronic debit of our account for the check amount plus a processing fee and any applicable sales tax.

*** OFFICIAL USE ONLY**

BTN _____

POLICE CLEARANCE YES NO

COMM PRES YES NO

NOTES: _____

_____ Initial: _____