

Application for Vendor Space

This application for vendor space at the **2018 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, 2018) ___ # 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 2018 Floral Park Home & Garden Tour, your check must be received no later than April 1, 2018. 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 2018 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

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.

Floral Park 2018 HOME & GARDEN TOUR
VENDOR INFO & APPLICATION

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) < \$2,664.00 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: 1/01/18 THRU 12/31/2018

Gratuitous Business Tax Pro-Ration Schedule			
2018			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 + \$ 4.00

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** ____ / ____ / ____

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: _____