

MONROVIA
FRIDAY NIGHT FAMILY
.. STREET FAIR ..

VENDOR HANDBOOK

REV 6.24.15

Opening Statement

Thank you for your interest in the Monrovia Friday Night Family Street Fair. This handbook was created for current and prospective vendors to give them all the information necessary to be a part of our Street Fair. Our Friday Night Street Fair has become a treasure of Monrovia and we look forward to your participation to improve our event for our community. If you have any questions or concerns that are not answered in this document please email us at info@monroviastreetfair.com or call us at 626.408.8005.

Sincerely,

David Nemetz
Market Manager
Monrovia Friday Night Family Street Fair

Mission Statement:

The Monrovia Friday Night Street Fair Street Fair's mission is to encourage residents and guests to come to Old Town to patron our local eateries, merchant shops and our Friday Night Vendors. By creating a family-centric atmosphere with quality vendors and entertainment the Street Fair has been designed to enhance the community's quality of life.

The Monrovia Friday Night Street Fair provides a venue for local commerce. Certified producers are encouraged to bring fresh produce and products directly to the public. Growers offer fruits, vegetables, a wide variety of flora, herbs, organics, greens, cheese, eggs, locally-made jellies, and other types of agricultural products. Local entrepreneurs in the areas of homemade crafts, food artisans, musicians and entertainers have a resource to sell or showcase their talents. Additionally, the Fair provides an avenue for commercial vendors, service organizations and non-profits to get their information and products in front of our community.

Location: Old Town Monrovia along Myrtle Street.

From north to south: Lemon Ave. to Chestnut Ave.

From east to west: Ivy Ave. to Primrose Ave.

Dates: Every Friday (weather permitting)

Hours: 5:00 pm to 9:00 pm, Summer hours extended up to 10:00 pm.

Load-In time starting at 4:00 pm and load-out at the close of the event.

History: For over 23 years Monrovia has hosted a weekly farmers market in downtown Monrovia along Myrtle Street. The market was originally designed by the local merchants of Old Town Monrovia to bring people to downtown for an evening of fun and shopping. Over the years the market has evolved into one of the State's largest weekly events with a certified farmers market, kid zone, live entertainment and a wide array of vendors creating a fun street experience for the whole family.

The Monrovia Friday Night Family Street Fair is owned by the City of Monrovia and managed and produced by Los Angeles PartyWorks, Inc. dba Monrovia Street Fair.

How to Apply:

To apply to be a vendor at the Monrovia Street Fair all applicants must submit a nonrefundable \$25.00 administration fee and fill out a vendor request form.

THERE IS A \$10 APPLICATION SPECIAL FROM MAY 15,2015 – JULY 30, 2015!

Online: To expedite the processing of an application, please apply and submit payment online at www.monroviastreetfair.com. The Monrovia Street Fair uses managemymarket.com to help facilitate vendor application and communication and links are provided through the website. Vendors can also access the application directly through www.managemymarket.com.

Applications are also accepted through mail at
LA PartyWorks / Monrovia Street Fair
9712 Alpaca Street
S. El Monte, CA 92722
Attn: Market Manager

Market Fees:

A nonrefundable application fee is required to be paid in full before acceptance at the Market.

Booth fees must be paid **before** vendors can set up.

The booth fee schedule will be provided on the Monrovia Friday Night Street Fair website (www.monroviastreetfair.com), when filling out the Market application or by email if requested.

Booth fees are determined by what is prominently sold in the booth. Once a vendor classification is determined the vendor will pay the fees based on that vendor class.

Returned checks for “Non-Payment” will be subject to a \$35.00 handling fee.

Vendors must apply for a minimum of 4 dates within the calendar year.

If a vendor wishes to cancel their commitment to vend fees are not refundable unless approved by the Market Manager.

The booth fee will not be refunded if the vendor is asked to leave the Market by a government agency due to non-compliance with government regulations or from the Market Manager for failing to follow the codes presented in this handbook.

Vendor Types:

There are a number of different vendors classifications at the Monrovia Street Fair. Every vendor must adhere by general market rules, and each vendor type may have additional requirement and regulations. Vendor classifications have different fee schedules.

Certified Producers (Farmers)
Prepared (Live) Food Vendors
Pre-packaged Food Vendors
Artisans
Commercial Vendors
Service Organizations
Entertainers & Musicians
Non-Profit Organizations
Old Town Merchant

Vendor Selection:

Vendor selection and space assignments are based upon many factors, some of which include: booth presentation/product appeal, past participation, history of compliance with market rules, supply and demand, application date, uniqueness of product, space availability, diversity of the marketplace and overall market objectives, etc.

The market manager, The City of Monrovia and the Monrovia Street Fair Oversight Committee reserves the right to approve, refuse, remove and limit products to be sold at the Fair. While exclusivity does not exist, a limited number of vendors will be approved to sell certain products. Applicants are reviewed based on the entire range of products applied to sell at the Fair. Vendors are not allowed to add or change product after the application process without written approval of the Market Manager.

All applications will be carefully reviewed and selection of market vendors is at the discretion of management. Management reserves the right to refuse, assign and reassign space at any time.

Booth assignments are not solely dependent on previous market participation and no particular booth space is ever guaranteed.

Vendor Fees:

Certified Farmer: \$20 or 6% gross sales, whichever is higher
Prepared (Live) Food Vendor: \$50 plus 15% of gross
Pre-Packaged Food Vendor: \$30 or 10% of gross sales, whichever is higher
Artisan: \$50, \$40 winter rate
Commercial Vendor: \$65, \$45 winter rate
Entertainer/Performer: \$25 plus 10% of gross
Non-Profit Organization: \$5
Old Town Merchant: \$45
Service/Sponsor Vendor: \$3,250 annual fee, \$2000 ½ year. Price includes booth location at every event, one newsletter sponsorship profile and social media promotion. Logo link on website.

\$2 is added to all vendor fees per event per the

Vendors who are not reselling products (service organizations, non-profits) are not required to pay the fee.

Basic Requirements For All Vendors:

Each applicant / accepted vendor is required to furnish several documents upon acceptance to the Fair; the completed online vendor application, certificate of insurance, and the necessary licenses and permits. It is the vendors' responsibility to be familiar with the local, state, and federal regulations and permits that govern the products of which they sell. The notes and guidelines included in this document are included as a courtesy but do not take precedent over governmental policy. Additional information can be provided upon request.

Vendors are required to comply with California Sales Tax law. It is the responsibility of every vendor to know if they are required to collect and remit Sales Tax based on the product they sell. See State Board of Equalization for additional information.

Vendors must agree to all rules and regulations listed in the Vendor Handbook. Rules and regulations may change at any time.

All applicants will need to submit proof of the following upon approval:

- **Product Liability Insurance.** We require that Monrovia Street Fair and Los Angeles PartyWorks, Inc. be added to your insurance policy as an additional insured. Applicants do not need to show proof of policy upon submitting application but will be required to provide a certificate of insurance prior to final acceptance.

We require Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location.

- **Valid Business License.** We require each vendor to have a valid business license certificate on file. A City of Monrovia business license is not required for inclusion in the Street Fair.

Load-In & Load-Out Information:

Load-In is from 4:00 pm to 5:00 pm on event days, but vehicle entry is only permitted until 4:40pm. From 4:40 to show closing, vehicle movement is not permitted within the event.

All unauthorized vehicles must clear the streets by 3:30 pm.

During set-up and tear-down, vehicles may only enter the market through assigned barricades. Vendors will be assigned their barricades the day prior to the event.

Vehicles must always display a vendor vehicle pass on the dashboard.

Failure to comply with traffic laws within the market area may result in a fine or may affect opportunity to vend in future markets.

Vendors are responsible for providing all equipment and booth furnishings needed to participate.

Before a vendor may leave the market, the vendor's booth space and the surrounding area must be totally free of all debris and freshly swept, and all of vendor's trash must have been properly disposed. No trace of vendor should be left. Sweepers are available for vendors to borrow. Any vendor leaving behind an unclean booth space or surrounding area is subject to a fine and will be charged the cost of cleaning the designated area.

Vendors must remain set-up for the duration of the Fair. Tear-down can begin at the end of the scheduled event time and no sooner without authorization from market management.

Tear-down and Load-Out must be completed in a timely manner so that streets can re-open no later than one hour after show close per city permit conditions. Failure to comply may result in a fine or may affect opportunity to vend in future markets.

Event/Booth Rules & Regulations:

It is our goal to offer a safe, family-friendly, convenient community event while complying with all city, county, and state conditions pertaining to farmers markets and community events.

All booths are 10 feet x 10 feet. Booths may be larger with market manager approval or at an additional cost.

All displays, signs, and booth content must be neat, orderly, and aesthetically pleasing. (New vendors will be required to submit photos before application can be approved.)

All merchandise must be displayed on a table, rack, shelving, in display case, etc. Tables must be covered with a tablecloth (fabric or vinyl).

All content must be contained within the designated booth space, including tables, canopies, merchandise, signs, staff, product demonstrations, etc. Displays shall not protrude into the common customer circulation area. NO EXCEPTIONS.

It is the vendors' responsibility to furnish and light their booth. A fifty-foot #12-3 outdoor extension cord is required. Total power usage including lighting cannot exceed 200 watts and this maximum will be strictly enforced. No electric heaters or halogen lights may be used. Florescent tube fixtures have a tendency to flicker due to low voltage and are not recommended.

If electronic devices such as credit card readers are used an electrical surge protector is recommended.

The Monrovia Street Fair is not responsible for any damage to vendor's equipment.

For any electrical requirements other than basic lighting, please contact market manager in advance to determine if the requirements may be met.

No open flames. No burning of candles, incense, sage or other aromatic products.

Vendors may not provide music or entertainment in booths unless prior written approval is granted by market management.

Aggressive sales tactics will not be permitted.

Sharing booth space with another business not listed on your application is prohibited and may result in loss of fees and opportunity to vend in future markets.

All signage is subject to management approval. Signs shall not exceed 7' tall and may not protrude out of designated booth space.

All booth content/display items must be considered "family-friendly" by market management.

Vendors must provide documentation that they are using a flame retardant tent that it is in compliance with the Fire Department orders and regulations. You should either have a flame certificate or a tag sewn inside the tent. If you have a certificate and no tag inside the tent you are required to keep a copy of the certificate with the tent at every market that you attend. If you use more than one tent then you must have a certificate or tag for each tent. The markets are subject to fire inspection at any time. Code CPAI-84

Event/Booth Rules & Regulations (cont):

Children of vendors (ages 10 and under) must be accompanied by an adult at all times while participating in the market.

Smoking is not permitted in or near vendor booth spaces or within 20 feet of any downtown restaurant or storefront per City Ordinance.

Photographs taken of vendors, customers, and performers during the Fair are often used for future promotion of event through printed materials, social media and web site. It is understood that there is no compensation for use of these photo images and subjects in photos may not be alerted prior to use of the image.

All vendor booths will periodically be reviewed by the Market Manager or designee to ensure compliance with the above guidelines.

All farmers/vendors who pay a percentage of sales are subject to an audit of their daily gross sales by the market manager or its designee to verify the accuracy of the reported sales in any given week or month, as applicable. All farmers/vendors shall keep and maintain all appropriate books and records necessary for verification that the proper payments of fees have been paid. Upon 48 hours' notice to the farmer/vendor, such farmer/vendor shall give the market manager or its designee full access, during normal business hours, to such farmer/vendor' books and records for the purpose of verifying the accuracy of the reported gross sales and the amounts paid as fees. Any underpayment found will be remedied by the farmer/vendor within five (5) days of such audit and shall be subject to a fine of up to fifty percent (50%) of the amount of underpayment. The market manager shall also have the right, in its sole and absolute judgment, to dismiss any farmer/vendor from the market if such farmer/vendor is found to have intentionally misrepresented its gross sales.

Any employees must be covered by Workmen's Compensation Insurance as prescribed by the laws of the State of California.

Any vehicles used must carry Vehicle Insurance for a minimum of \$100,000 / \$1,000,000. (If you drive into or out of the market at any time)

Any violation of failure to comply with Market Manager, City of Monrovia, Department of Agriculture or Department of Health rules and regulations is grounds for immediate dismissal from the Street Fair. The Market Manger or designee has the right and power to shut down and remove a vendor from the event at their discretion. Their decision shall be final.

The Market Manager has the right to assess fees for violations. A first time fee of \$100 for failure to comply to market rules may be applied and the issue must be corrected before the vendor can re-enter the market. The fines will increase per occurrence.

Certified Producers (Farmers) Rules & Regulations:

All commodities and products shall be subject to inspection at any time by the County Agriculture Commissioner, and/or the market manager. Refusing to cooperate with inspectors and comply with requests shall result in a market violation, which is grounds for immediate dismissal from the market.

The market manager and any other agent assigned to do so, has the right to issue warnings and take appropriate action against vendors who violate these market rules and all other applicable regulations and laws. Penalties may include fines, suspension of selling privileges, or loss of space. Verbal warnings may be followed with a written warning for any violation prior to a fine, suspension or expulsion

Certified Producers must follow all Department of Agriculture rules, regulations and signage requirements per Department of Agriculture Farmers' Market code.

All products sold as organic must be grown, produced and labeled in accordance with the California Organic Foods Act of 1990.

Certified Producers may only sell their own products and up to two other certified producers. If the certified producer is selling for another producer, each certified producer's products must be separate and identifiable, the CFM must have written verification that you are authorized to sell for them, and you must also be selling your own products as well.

All sellers must comply with Health and Safety Code section 114350(b) as it may be amended from time to time, or any other law regulating food sampling at a certified farmer's market, and the guidelines listed below. Failure to do so may result in fines levied per occurrence. Any fines levied on the Market by the County Environmental Health Department for incorrect sampling procedures shall be assessed to the vendor responsible for the non-compliance.

All foods shall be stored at least six inches off the floor or ground or under any other conditions that are approved.

Distribution of food samples is allowed provided that the following sanitary conditions exist:

Samples shall be personally distributed only by the seller to the customer on a one-to-one basis, Customers are not to serve themselves. Any samples observed to be in violation will be removed and discarded.

Samples shall be distributed by the producer in a sanitary manner.

Samples shall be kept in approved, clean, covered containers.

Clean, disposable plastic gloves shall be used when cutting samples.

(Food intended for sampling shall be washed, or cleaned in another manner, of any soil or other material by potable water in order that it be wholesome and safe for consumption.

Potable water shall be available for hand washing and sanitizing as approved by the local enforcement agency.

Potentially hazardous food samples, shall be maintained at or below 45 degrees Fahrenheit. All other food samples shall be disposed of within two hours after cutting.

Utensil and hand washing water shall be disposed of in a facility connected to the public sewer system or in a manner approved by the local enforcement agency.

All garbage and rubbish shall be stored and disposed of in a manner approved by the market manager.

Sellers of salad mix shall post a notice indicating that the mix is field harvested and should be rinsed before serving. If the salad mix has been washed in a certified kitchen in accordance with health department regulations, such notice is not needed.

Each certified producer must openly display an embossed copy of their certificate at their booth at all times during the Farmers Market and provide a copy of their certificate to the Market Management. It is the farmer's responsibility to keep this copy current with Market.

Farmers who use a scale must have it checked, tested and sealed within the previous twelve (12) months from the County Department of Weights and Measures. (Phone: 562-940-7803)

No live animals, birds, or fowl are allowed within 20 feet of where food is stored or held for sale. Guide, signal or service dogs are an exception.

Food Vendors Rules & Regulations

The Market Manager selects prepared foods that are original, of high quality and that do not excessively duplicate foods already sold at the Street Fair or at Old Town Monrovia eateries.

No food vendor will have exclusive right to sale of any category of food product.

Menus must be clearly marked as to price and type.

Only foods that were originally listed on the application will be allowed for sale at the market. All new items require prior approval of the Market Manager.

Priority consideration will be given to Monrovia businesses.

Live Food Vendors should sell no more than 3-4 different products. The different products may have a number of options. For example a crepe maker may sell a variety of crepes (savory, sweet) but should not also be selling gyros and cotton candy. Our vision for our Fair is to create a food court feel with multiple vendors selling specialty items rather than full course meals.

Old Town Merchants and Eateries will have preference but must have items from their published menu. Restaurants in Old Town are invited to take a booth and offer any items from their restaurant. Due to the wider menu allowances the complete menu is not subject to exclusivity protection.

A Flavor of Old Town section has been created to help old town merchants provide their offerings at the event. Contact Market Manager for more information.

Food Vendors are required to have a valid permit from the Los Angeles County Health Department and their local jurisdiction and all Los Angeles County and State Health Department regulations must be followed. Failure to follow health code regulations will result in booth being shut down at time of notice and is grounds for dismissal from the Fair.

Los Angeles PartyWorks Inc. holds a Community Event permit, which allows the Market to be a sponsor of Community Event Permit Holders. For more information on this permit, contact the LA County Department of Health, Bureau of District Surveillance and Enforcement at (626) 430-5200.

If your food booth includes a trailer you will need a Retail Food Vehicle Inspection Permit (valid for one year). For more information on this permit, contact the LA County Department of Health Vehicle Inspection Program at (626) 430-5500.

Vendors will need to have a copy of Public Health Operating Permit (PHP) for Food Processing Facility at their booth if food is prepared off-site.

All prepared food stalls must have a Los Angeles County Department of Public Health approved hand washing sink or 3-compartment sink depending on code classification.

All live food vendors must meet Fire Department requirements including having a fire extinguisher w/ a minimum 20BC classification, a water container and proper tarps and canopies.

If propane tanks are used they must be secured in an upright position with proper U/L fittings and hoses. No Butane stoves are allowed. Sellers must not change propane cylinders during Market hours.

Prepared food vendors must provide adequate facilities to keep hot and cold foods at prescribed temperatures as per Los Angeles County Health Department requirements.

California Retail Food Code prohibits animals within 20 feet of any mobile or temporary food facility or certified farmers market. Food Vendors are not permitted to sell to a customer who is in possession of a live animal (service animals excluded). Vendors witnessed intentionally disregarding this rule may be fined. If you are interested in learning more about this policy (i.e. how to recognize a service animal), please contact market management.

Food Vendors preparing hot foods must have a Seller's Permit from the State Board of Equalization.

Food Vendors are encouraged to use recyclable and/or compostable packaging and containers for processed and prepared foods. Vendors are prohibited from using extruded polystyrene (Styrofoam) products and plastic t-shirt bags

Artisan Rules & Regulations:

The Market will designate a vendor an Artisan for original art and applied crafts that are self-produced, hand-crafted and of high quality workmanship while avoiding too much duplication of any given category (fine art, jewelry, textiles, ceramics). Artisans must have created, sewn, constructed or otherwise fashioned from component materials the item(s) they sell. The component materials must be sufficiently modified from their original state to demonstrate true craftsmanship. No reproductions or mass-produced items allowed under this vendor classification.

Consideration will be given to the following qualifications when evaluating applications: Creativity, originality, and uniqueness; Quality of product; Skill and technical execution; Presentation and display; Seniority and past participation.

Artisans may be re-evaluated so as to maintain the standards of the Market. Vendors who are rejected may reapply with new products.

Each artisan must have a Seller's Permit from the State Board of Equalization.

Current artisans must receive the approval of the Market Manager before selling any new products in the market. Any products offered for sale not listed on the application are subject to removal.

Products shall not directly compete with items sold by Old Town Monrovia merchants during the Fair hours.

Commercial Vendors Rules & Regulations:

Any merchandise of commercial nature will need to be screened before the vendor is approved. Any new products for sale must be approved by the market manager prior to inclusion.

Items which may constitute patent, trademark, or copyright infringement are prohibited and items that may be considered counterfeit or misrepresenting warranties, trademarks, patents, or copyrights of any kind are also prohibited.

Products shall not directly compete with items sold by Old Town Monrovia merchants during the Fair hours. Sales of toys, laser pointers, any type of eyeglasses, belts, certain types of purses or handbags (check with us), any shoes, DVDs, CDs, records, tapes, cell phones, cell phone accessories, sports memorabilia, cosmetics, firearms, knives or any used merchandise are all prohibited at Monrovia (some exceptions do apply)

Each commercial vendor must have a Seller's Permit from the State Board of Equalization.

Service / Community Sponsor (Vendor) Rules & Regulations:

A service oriented business that is setting sales appointments or handing out sales information is considered a service / community sponsor. If a Corporation/Business is interested in being involved with the Monrovia Street Fair Corporate Sponsor, yearly booth and additional marketing sponsorship support is offered. Call for more information.

Non-Profit Vendors Rules & Regulations:

Non-Profit applicants must be a local non-profit 501(C)(6) or charitable 501(c)(3) or political organization with the purpose of showcasing & promoting their specific organization or event, sales are not permitted. Space is limited and participants are accepted on a first-apply-first-scheduled basis.

Organization must request approval before appearing at the Market.

Legal:

Vendor agrees to defend, indemnify, and hold harmless The City of Monrovia and Los Angeles PartyWorks, Inc dba Monrovia Street Fair and each of their respective officers, directors, partners, members, managers, shareholders, employees, agents, representatives, subsidiaries, affiliates, contractors, lenders, successors and assigns (collectively referred to as the "Indemnitees"), from and against, and reimburse the Indemnitees for, any and all claims, damages, losses, demands, liabilities, obligations, judgments, settlements, penalties, fines, costs and expenses (including attorneys' fees and costs) and other amounts (collectively, "Losses") which may be paid, incurred or sustained or asserted against the Indemnitees based upon, arising from or relating to, directly or indirectly, (i) any breach or noncompliance by Vendor of any representation, warranty, covenant or agreement contained in this Agreement, including all exhibits hereto; (ii) the use, occupancy or operation of the Booth, including all common areas and other areas appurtenant to the Booth, by Vendor and its employees, agents, representatives, affiliates, contractors, licensees, customers and invitees (collectively, the "Users"); and (iii) any acts or omissions of the Users in carrying on any activity on or around the Farmers Market premises or in connection with the Farmers Market, including, without limitation, any Losses for injury to persons or property of Operator, any Indemnitee, any User or any third party. The indemnification provided under this Section shall survive the expiration or earlier termination of this Agreement.

Los Angeles PartyWorks Inc. dba Monrovia Street Fair is not responsible for any loss or damage to the Booth or the property of Vendor caused by the removal of the Booth or any property therein by any authorized or unauthorized persons, or any act of repossession, resale or other removal of the Booth or any property therein by other persons.

Limitation of Liability Notwithstanding Operator's negligence or breach of this Agreement, the Indemnitees shall under no circumstances be liable for injury to Vendor's business or for any loss of income or profit there from, or for any consequential, incidental or special damages of any kind, nor shall the Indemnitees be liable for any damages to the property of Vendor, its employees, invitees, customers or other Users, or for injury to the person of Vendor or any other Users, all of which loss, damage or injury shall be at the sole risk of Vendor, except to the extent that such injury, loss or damage is caused by the gross negligence or willful misconduct of an Indemnitee. The obligations of Operator under this Agreement shall not constitute personal obligations of the Operator or any other Indemnitee, and Vendor shall look to the Booth, and to no other assets of the Indemnitees, for the satisfaction of any liability of Operator with respect to this Agreement, and shall not seek recourse against the Indemnitees, or any of their personal assets, for such satisfaction. Further, Operator shall not be liable for any damages arising from any act or neglect of any other vendor at the Street Fair. The limitation of liability provided under this Section 10 shall survive the expiration or earlier termination of this Agreement.

No Refund - If Vendor fails for any reason to occupy or use the Booth as provided herein (other than as a result of a breach by Operator of its obligations hereunder), no refund shall be made of any amounts paid by Vendor to Operator hereunder.

Final Note:

Thank You for reading our Vendor Handbook. We will be constantly updating this handbook with new information to better serve our vendors. If you have any questions or concerns, contact us at info@monroviastreetfair.com or 626.408.8005.

We look forward to your involvement in the Monrovia Friday Night Street Fair!