



FALL-SPRING STREET FAIR 2016-2017 MERCHANT SPACE APPLICATION

(Season October 1, 2016, through May 28, 2017)



TM

Refer to the **Application Checklist** in the Merchant Handbook for a list of all documentation which must accompany this application. Applications will not be processed without all required documentation. If summer application is submitted at the same time, only one set of attached documentation is needed along with the two applications.

PLEASE PRINT CLEARLY

MERCHANT NAME(S) _____

MAILING ADDRESS: _____

CITY _____ **STATE** _____ **ZIP** _____

TELEPHONE (Daytime) _____ **TELEPHONE (Evening)** _____

EMAIL _____

EMERGENCY CONTACT

NAME _____ **RELATIONSHIP** _____

TELEPHONE _____

DOING BUSINESS AS _____

PHYSICAL ADDRESS: _____

CITY _____ **STATE** _____ **ZIP** _____

SOLE PROPRIETORSHIP **PARTNERSHIP** **CORPORATION**

(Must furnish evidence of entity i.e., DBA, Partnership Agreement, or Articles of Incorporation)

SELLERS PERMIT NO.: _____

DURING MAY 2016, DID YOU PARTICIPATE AS A MONTHLY MERCHANT?

YES NO **LOT** _____ **SPACE** _____

WILL YOU BE ABSENT FOR AN EXTEND PERIOD IN ANY MONTH?

OCTOBER MAY OTHER (SPECIFY) _____

WHAT SIZE SPACE ARE YOU APPLYING FOR?

Regular Medium Large Other (SPECIFY) _____

VEHICLE MAKE _____ **MODEL** _____ **YEAR** _____ **LICENSE PLATE#** _____

DRIVER'S LICENSE #: _____ **COPY OF DRIVER'S LICENSE IS REQUIRED.**

DATE _____

SIGNATURE OF APPLICANT/MERCHANT

DATE _____

SIGNATURE OF APPLICANT/MERCHANT

The acceptance of this application and non-refundable deposit fee of \$40.00 by the Street Fair Management is not a guarantee of a space or specific location. Upon acceptance, the first month's space fee will be due on or before August 15, 2016. Any payments received after that date will be subject to a \$25.00 late fee. Payment not received by August 30, 2016 will result in acceptance being withdrawn and space being reassigned to another merchant.

DO NOT WRITE BELOW THIS LINE FOR OFFICE USE ONLY. SEASON 2016-2017.

LOT # _____ **SPACE #** _____ **AND** _____ **FOOD-** Check if Health Permit fee applies

PRICE PER SELLING SPACE: \$440.00 \$660.00 \$880.00 \$1,100.00 \$1,320.00 \$1,540.00 \$1,760.00 _____

STREET FAIR MANAGEMENT _____

DATE _____



FALL-SPRING STREET FAIR 2016-2017

MERCHANDISE LISTING

MERCHANT NAME(S): _____

ITEMS TO BE SOLD: List in this section the specific merchandise including brand names, you intend to sell at the Street Fair, be specific:

RETURNING MERCHANTS: List any new merchandise that has not been listed on a previous application and which you wish to add to items to be sold this season:

INFORMATION FOR CUSTOMERS: A map listing business names and their location is provided to customers at the Information Booth. Please list the exact name you would like your business to be listed as:

PLEASE PRINT CLEARLY (This is information we will give out to customers.)

Email: _____

Web Site: _____

Telephone Number: _____

Choose one category from the list below under which you would want your company listed on our web site and category listing at the Information Booth:

- | | | | |
|--------------------------------------|---|--|-----------------------------------|
| <input type="checkbox"/> Accessories | <input type="checkbox"/> Eyewear | <input type="checkbox"/> Home Décor | <input type="checkbox"/> Sports |
| <input type="checkbox"/> Apparel | <input type="checkbox"/> Food | <input type="checkbox"/> Jewelry | <input type="checkbox"/> Services |
| <input type="checkbox"/> Art | <input type="checkbox"/> Footwear | <input type="checkbox"/> Novelties/Gifts | <input type="checkbox"/> Other |
| <input type="checkbox"/> Children's | <input type="checkbox"/> For the Home | <input type="checkbox"/> Patio/Outdoor | |
| <input type="checkbox"/> Cosmetics | <input type="checkbox"/> Handbags/Leather | <input type="checkbox"/> Pets | |
| <input type="checkbox"/> Crafts | <input type="checkbox"/> Health | <input type="checkbox"/> Produce | |

State your product return policy: _____

Is your sales tax included in your price? YES NO

STREET FAIR



COLLEGE OF THE DESERT ALUMNI ASSOCIATION

ACKNOWLEDGEMENT OF FALL-SPRING 2016-2017 RULES AND REGULATIONS

I (we) have thoroughly read, understood and agree to follow the Fall-Spring 2016-2017 Merchant Rules and Regulations. If I am accepted as a Fall-Spring 2016-2017 Street Fair Merchant, I hereby agree to abide by all rules and regulations contained therein. If Partnership, both individuals must sign agreement. If a Corporation, President and Secretary must both sign.

Dated: _____

_____	_____
Print Name	Print Name
_____	_____
Signature	Signature

Doing Business as: _____ Phone: _____

Mailing Address: _____

MERCHANT RELEASE AND INDEMNITY AGREEMENT

THIS MERCHANT RELEASE AND INDEMNITY AGREEMENT (the "Agreement") is entered into on the date listed below, by and between COLLEGE OF THE DESERT ALUMNI ASSOCIATION, INC., a California Public Benefit corporation (the "Alumni Association"), and the undersigned Merchant (hereinafter the "Merchant").

RECITALS

A. The Alumni Association owns and operates the COD Alumni Association Street Fair (the "Street Fair") which such Street Fair is maintained and operated on or about the College of the Desert campus in Palm Desert, California (the "Premises");

B. Merchant is required to assume complete responsibility for his/her/its own personal safety, as well as for the personal safety of Merchant's officers, directors, employees, assistants, helpers, and agents (the "Merchant's Agents"), at all times when the Merchant and/or the Merchant's Agents are on the Premises;

C. The Alumni Association has offered to Merchant, and Merchant has agreed to accept, selling space at the Street Fair under the terms and conditions set forth in this Agreement and the Merchants Rules and Regulations;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Merchant expressly assumes all risks relating in any manner to any Personal Injuries suffered by Merchant, whether caused by any act, omission, fault, defect, and/or negligence of the Association, the Merchant, or any third party, while Merchant is on any portion of the Premises. For purposes of this Agreement, "Personal Injuries" shall include, but is not necessarily limited to, any and all types of bodily injuries as well as any and all forms of emotional distress.

2. Merchant releases and holds harmless the Alumni Association from any and all liability and Damages of any nature whatsoever (e.g., pain and suffering, emotional distress, lost income or wages, medical expenses), attorneys' fees, court costs, and other expenses incurred by Merchant and/or Merchant's Agents, arising from or relating in any manner to any Personal Injuries suffered or allegedly suffered by Merchant and/or Merchant's Agents while on any portion of the Premises, whether caused by any act, omission, fault, defect, and/or negligence of the Association, the Merchant, or any third party.

3. Merchant agrees to indemnify and, if requested by the Alumni Association, to defend the Alumni Association, from and against any and all liability and Damages (as described above) and any and all attorneys' fees, court costs, and other expenses incurred by the Alumni Association resulting from any legal action filed by Merchant and/or Merchant's Agents, arising out of or relating in any manner to any Personal Injuries allegedly suffered by Merchant and/or Merchant's Agents, while on the Premises.

4. Before employing or otherwise seeking the help or assistance of any Merchant's Agent (as defined above) at the Street Fair or on the Premises, Merchant shall have on file with the Alumni Association a duly signed and dated "Assistant's Release and Indemnity Form" by such Merchant's Agent in the form attached hereto as Exhibit "A" and incorporated herein by reference. Failure to of any merchant to comply with this requirement can result in termination of the Merchant's privilege of utilizing selling space at the Street Fair.

5. Merchant further agrees to assume the risk, to hold harmless, and to indemnify and defend, College of the Desert to the same extent as the Alumni Association, and the parties hereby agree and understand that College of the Desert is an intended third party beneficiary of this Agreement.

6. This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their respective heirs, successors, representatives, and assigns.

7. If either party commences an action against the other to enforce any of the terms of this Agreement, or because of the breach of either party of any of the terms of this Agreement, the losing or defaulting party shall pay to the prevailing party reasonable attorneys' fees, costs, and any other reasonable expenses incurred in connection with the litigation of such legal action.

8. If any provision of this Agreement shall be held unenforceable for any reason, then the application of such provision shall be limited to the extent necessary to bring such provision into compliance with law, while otherwise, to the extent possible, maintaining and preserving the intents and purposes of such provision and of this Agreement.

9. This Agreement and the Merchant Rules and Regulations constitute the entire agreement between these parties relating to the subject matters covered herein, and there are no oral or informal agreements which relate in any manner to these matters.

10. Where the context permits, the singular shall include the plural, and vice versa, and the phrase "and/or" is intended by the parties to give the most expansive interpretation to the release and indemnity provisions of this Agreement.

11. All persons signing this Agreement on behalf of any corporation, partnership, trust, or other entity, hereby individually and personally represents and warrants, in his and/or her own personal and individual capacity, that he/she has full power and authority to sign this Agreement on behalf of the Merchant.

MERCHANT ACKNOWLEDGES THAT HE/SHE/IT HAS CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND HAS ALSO HAD THE OPPORTUNITY TO DISCUSS THE TERMS OF THIS AGREEMENT WITH LEGAL COUNSEL OF HIS/HER/ITS CHOICE PRIOR TO SIGNING IT, AND THAT MERCHANT VOLUNTARILY AND INTENTIONALLY ENTERS INTO THIS AGREEMENT WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS TERMS AND CONSEQUENCES.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20____.

**COLLEGE OF THE DESERT
ALUMNI ASSOCIATION,
a Public Benefit Corporation**

MERCHANT

Sole Proprietorship **Partnership** **Corporation**

SIGN HERE

PRINT NAME AND POSITION

Executive Director

SIGN HERE

PRINT NAME AND POSITION

INSTRUCTIONS TO MERCHANT:

CORPORATION: Two officers must sign and indicate their respective positions.

PARTNERSHIP: General Partner must sign.

HUSBAND AND WIFE OPERATING BOOTH TOGETHER: Both must sign

AGENT RELEASE AND INDEMNITY AGREEMENT
(Merchant Release and Indemnity Agreement Exhibit A)

THIS AGENT RELEASE AND INDEMNITY AGREEMENT (the "Agreement") is entered into on the date listed below, by and between COLLEGE OF THE DESERT ALUMNI ASSOCIATION, INC., a California Public Benefit corporation (the "Alumni Association"), and the undersigned Merchant's agent (hereinafter the "Merchant's Agent").

RECITALS

- A. The Alumni Association owns and operates the COD Alumni Association Street Fair (the "Street Fair") which such Street Fair is maintained and operated on or about the College of the Desert campus in Palm Desert, California (the "Premises");
- B. Merchant's Agent has been asked by a Merchant at the Street Fair to provide assistance and/or other services to such Merchant in connection with the Merchant's selling space and/or merchandise or services.
- C. While on the Premises, Merchant's Agent is required to assume complete and full responsibility for his/her/its own personal safety at all times;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

- 1. Merchant's Agent expressly assumes all risk(s) arising from or relating in any manner to any "Personal Injuries" suffered by Merchant's Agent, whether caused by any act, omission, fault, defect, and/or negligence of the Association, the Merchant, or any third party, while Merchant's Agent is on any portion of the premises.. For purposes of this Agreement, "Personal Injuries" shall include, but is not necessarily limited to, any and all types of bodily injuries, as well as any and all forms of emotional distress.
- 2. Merchant's Agent releases and holds harmless the Alumni Association from any and all liability and Damages of any nature whatsoever (e.g., pain and suffering, emotional distress, lost income or wages, medical expenses), attorneys' fees, court costs, and/or other expenses incurred by Merchant's Agent, arising from or relating in any manner to any Personal Injuries suffered or allegedly suffered by Merchant's Agent while on any portion of the Premises, whether caused by any act, omission, fault, defect, and/or negligence of the Association, the Merchant, or any third party.
- 3. Merchant's Agent agrees to indemnify and, if requested by the Alumni Association, to defend the Alumni Association, from and against any and all liability and Damages (as described above) and any and all attorneys' fees, court costs, and other expenses incurred by the Alumni Association resulting from any legal action filed by Merchant's Agent, arising from or relating in any manner to any Personal Injuries allegedly suffered by Merchant's Agent while on the Premises.
- 4. Merchant's Agent further agrees to assume the risk, to hold harmless, and to indemnify and defend, College of the Desert to the same extent as the Alumni Association, and the parties hereby agree and understand that College of the Desert is an intended third party beneficiary of this Agreement.
- 5. This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their respective heirs, successors, representatives, and assigns.
- 6. If either party commences an action against the other to enforce any of the terms of this Agreement, or because of the breach of either party of any of the terms hereof, the losing or defaulting party shall pay to the prevailing party reasonable attorneys' fees, costs, and any other reasonable expenses incurred in connection with the litigation of such legal action.
- 7. If any provision of this Agreement shall be held to be unenforceable for any reason, then such provision shall be limited to the extent necessary to bring such provision into compliance with the law, while otherwise, to the extent possible, maintaining and preserving the intents and purposes of such provision and of this Agreement.
- 8. This Agreement and the Merchant Rules and Regulations constitute the entire agreement between these parties relating to the subject matters covered herein, and there are no oral or informal agreements which relate in any manner to these matters.
- 9. Where the context permits, the singular shall include the plural, and vice versa, and the phrase "and/or" is intended by the parties to give the most expansive interpretation to the release and indemnity provisions of this Agreement.

MERCHANT'S AGENT HEREBY ACKNOWLEDGES THAT HE/SHE/IT HAS CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND HAS ALSO HAD THE OPPORTUNITY TO DISCUSS THE TERMS OF THIS AGREEMENT WITH LEGAL COUNSEL OF HIS/HER/ITS CHOICE PRIOR TO SIGNING IT, AND THAT MERCHANT'S AGENT VOLUNTARILY AND INTENTIONALLY ENTERS INTO THIS AGREEMENT WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS TERMS AND CONSEQUENCES.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 20__.

**COLLEGE OF THE DESERT
ALUMNI ASSOCIATION,
A Public Benefit Corporation**

MERCHANT'S AGENT

SIGN HERE

PRINT AGENT'S NAME

Executive Director

PRINT MERCHANT'S NAME

NOTE TO MERCHANT AND AGENT:

The Agent is the Merchant's employee, helper, and/or contractor. Each Agent must sign a separate Agreement.

STREET FAIR



COLLEGE OF THE DESERT ALUMNI ASSOCIATION

TENT SET-UP DECLARATION

On behalf of the College of the Desert and the College of the Desert Alumni Association (CODAA), we do hereby require all individuals, their company or representatives involved with either/both the tear down or assembly of the tents and street fair stalls on the College of the Desert's campus facility for daily or weekly bazaar(s)/street fair(s)/swap meet(s), agree to hold College of the Desert and CODAA harmless and indemnify from all claims, suits, losses, damages, or expenses on account of bodily injury or property damage. Furthermore, said person/organization will defend on behalf of the College of the Desert and CODAA all claims or suits for bodily injury, property loss, property damage sustained by these parties and their representatives.

CODAA further requires that you declare the party responsible for the assembly and/or tear down of said tents and/or street fair stalls. Tent Set-up contractors are required to pay the COD Alumni Association a fee for doing business on the College of the Desert property. It is the merchant's responsibility to insure that the tent set-up business they employ is in good standing with the COD Alumni Association at all times.

- I ASSEMBLE and tear down my tents and street fair stalls on the College of the Desert's campus facility.
- I EMPLOY the following individual or company to assemble and/or tear down my tents and street fair stalls on the College of the Desert's campus facility. I understand that it is my responsibility to make sure that this individual or company is properly insured for liability and that a copy of said Certificate of Insurance is on file in the Alumni Office. Failure to do so will result in vendor being held liable for all damages and injuries caused by said set-up individual or company.

Person HIRED BY ME to Set Up Tent: _____

Their Address: _____

Their Phone: _____

CODAA requires that notification be made in writing to the COD Alumni Association immediately upon any change in the party responsible for the assembly and/or tear down of said tents.

Merchant Signature Here: _____

Merchant Signs Here

Merchant's Printed Name

Merchant doing business as: _____

Date: _____

Lot/Space No. _____

Name: _____

Lot/space: _____

General Product to be sold: _____

APPLICATION CHECKLIST

- Merchant Space Application
- Merchandise Listing
- Acknowledgement of Rules and Regulations
- Drivers License
- Pictures (of products/services)
- Seller's Permit
- Application Fee - \$40 Date Received: _____
- Vendor Release and Indemnity Agreement
- Tent Set up
- Insurance Certificate

FOR INTERNAL USE ONLY

- Booth Tracker
- Access
- Receipt
Journal
- Working Maps
- Map & Web Changes