



Application for Vendor Space

2012 Floral Park Home & Garden Tour

This application for vendor space at the 2012 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 complimentary Home & Garden Tour admission.

- approx. 12' x 12' \$75 (for both days April 28-29, 2012) # 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 2012 Floral Park Home & Garden Tour, your check must be postmarked no later than April 1, 2012. You will be notified in mid-April of directions and other details.

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 # _____

Accepted _____ By _____

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

Susan Hart
2336 N. Riverside Dr., Santa Ana, CA 92706

1.949.254.7953 (evenings)
vendors@floral-park.com



P.O. Box 11366, Santa Ana, CA 92711-1366

VENDOR AGREEMENT

(This agreement is between _____ (“vendor”) and FPNA 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 2012 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 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, or directors, the Home & Garden Tour sponsors, the facility in which the Tour is held, or the owners of 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, 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, any 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.

Signature of Vendor & Date Accepted by FPNA

Printed Name of Vendor: _____

Accepted by FPNA: _____ Date: _____

**SWAP MEETS, FLEA MARKETS, OR
SPECIAL EVENTS CERTIFICATION**

People who sell merchandise in California are generally required to hold a seller's permit.

You **may not** sell at this event unless you have a seller's permit or are not required to hold a permit. You are required to have a permit if you are selling, even temporarily, new or handcrafted items or used items you purchased for the purpose of reselling to others. You are not required to hold a permit if you are only making "occasional" sales, selling products that are not taxable when sold at retail, or selling on behalf of a section 6015 retailer.

Seller's permits can be obtained at any local Board of Equalization office at no cost to you. To find a Board office near you, call our Information Center at 800-400-7115 or check our website at www.boe.ca.gov. Permit applications can also be found online at www.boe.ca.gov/sutax/sutprograms.htm. If you obtain a temporary seller's permit, the business address on your temporary permit should be the address of the temporary selling location and the mailing address should be your permanent place of business or residence.

Occasional and Nontaxable Sales - Occasional sellers are usually people who are not required to hold a seller's permit because they will not be making a series of qualifying sales. A person who has cleared their garage of used items *accumulated for their own use* and who sells *only* those items would usually qualify as an occasional seller, provided they make sales no more than twice in a 12-month period. Some sellers who make only nontaxable sales are also not required to hold seller's permits. Examples include sellers of fresh produce or other cold food products sold "to go." Please note, however, some food sales are taxable, including sales of food for consumption in places where admission is charged.

Section 6015 Retailers - Revenue and Taxation Code section 6015 relieves certain individuals of the requirement to obtain a seller's permit when: (1) the product supplier is a Board approved section 6015 retailer, (2) the product supplier reports and pays tax on the actual "retail selling price," (3) the individual is selling only those items purchased from the section 6015 retailer, and (4) the individual provides the name of the product supplier. Typical section 6015 retailers include multi-level marketing retailers that solicit sales through a network of individual salespeople/representatives (e.g., Avon, Tupperware).

Verification of a seller's status is required by law. Please complete all four sections of this form. Please print.

1. EVENT INFORMATION

EVENT NAME AND PLACE

EVENT DATE(S)

TABLE/BOOTH/LOCATION ID#

2. VENDOR/EXHIBITOR INFORMATION

OWNER'S NAME

MAILING ADDRESS (*street number or P.O. box*)*(city, state and zip code)*

TELEPHONE NUMBER

()

DRIVER LICENSE NUMBER OR STATE ID NUMBER AND STATE

TYPE OF BUSINESS, DESCRIPTION OF ITEMS TO BE SOLD/DISPLAYED

3. STATUS — *Check appropriate boxes, and provide requested information*

- I hold a valid seller's permit. My number is: **S** _____
- No sales of tangible personal property are being made or solicited at this event.
- I am not required to hold a seller's permit because:
- My retail product sales are not subject to tax My sales are exempt occasional sales
- I sell on behalf of a section 6015 retailer _____

4. CERTIFICATION — *Partners/additional sellers, complete a separate copy of this form*

The above statements are certified to be correct to the best knowledge and belief of the undersigned.

NAME (*typed or printed*)

TITLE

SIGNATURE

DATE

