



## Humboldt County Cup Rules and Regulations

### Rules and Regulations:

Vendors are responsible for meeting all city/state resale-licensing requirements.

1. Vendor agrees to abide by all applicable laws, ordinances and regulations pertaining to health, fire prevention, public safety, business licenses, sales tax permits and applicable liability insurance, including liability insurance for food booths before booth selection can be confirmed.
2. Vendor is responsible for adhering to all federal, state and city regulations pertaining to fire and safety must be adhered to (i.e., all fabrics used in booth construction/decoration must be flame retardant). The following types of materials are considered acceptable for booth construction and decoration: wood, noncombustible materials, flame retardant treated materials and decorations.
3. Fire Safety: **No canopies are permitted** for the **indoor non-medication vendor** booth area, **framing is permitted**. The following exhibits will require special approval, fire permits and/or **fire extinguisher in booth**: exhibits with **canopies**, umbrellas, or other horizontal extension **that have an open flame**. Any exhibit employing flammable liquid, or highly combustible or explosive material must comply with local regulations. Please contact Humboldt County Fire Department for more information.
4. Any Vendor giving away or selling food in his/her booth is responsible for Health Department permits, rules, regulations, etc. please visit Department of Health's website at <http://humboldt.gov/564/Environmental-Health> for more information.
5. Vendors agree to permit photographs and video to be taken of their booths and their work at the Humboldt County Cup to be used for the purposes of promoting and advertising the event. All photographs / video footage of the Humboldt County Cup/ videographer will be identified as video / photographer for the Humboldt County Cup.
6. The Vendor agrees to indemnify and hold harmless the Humboldt County Cup, its owners, the Humboldt County Cup, its agents and employees, and the Redwood Acres Fairgrounds, from any and all claims, causes of action suits, damages, theft, injuries and losses to any person or goods arising out of or connected in any way with the renting of space in the Humboldt County Cup.
7. Vendor agrees that this release is intended to be a full and final compromise and release of any claims, demands, actions, and causes of action, known or unknown, and in consideration of this contract, Vendor expressly waives the provision of Section 1542 of the California Civil Code, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."
8. If payment is not made by the Vendor as per this agreement, the Humboldt County Cup may cancel this agreement and release said exhibit space without notice of refund. By acceptance of this agreement, the Vendor expressly releases from any and all liability for damage, injury, or loss to any person or goods which may arise from the rental and occupation of booth space. Signature acknowledges acceptance of terms located on this page and the next.



9. Failure to comply with these rules and regulations may result in fines levied by the Humboldt County Cup, Redwood Acres Fairgrounds or Government agencies. Humboldt County Cup and Redwood Acres Fairgrounds retain their right to close any exhibit that fails to cooperate with these policies.
10. This agreement constitutes the entire contract between the Humboldt County Cup and the Vendor. No changes shall be valid unless agreed to by both parties in writing. Should the Humboldt County Cup seek legal action to enforce this contract, Vendor agrees to pay all fees and costs that the Humboldt County Cup incurs, whether or not legal action is instituted. Venue for such action is hereby agreed to be in Humboldt County, California.
11. This event will have a designated medication smoking area and all participants must have a valid California doctor's recommendation.
12. No food concessions will be allowed in the medication area.
13. No sales of cannabis/ marijuana will be allowed anywhere on the grounds including the medication area.
14. No edibles may be sold in the medication area.
15. All medical providers associated with the event will operate within CA State Laws.
16. Redwood Acres Fairgrounds agrees that donations and reimbursements are not sales.
17. Humboldt County Cup reserves the right to determine the eligibility of any product, company and/or service in all vending booth areas.
18. It is the responsibility of the Vendor to read the Vendor Agreement, rules and regulations.
19. Vendors agree to adhere to the established operating hours of the event.
20. Vendors are responsible for securing booth exhibits and merchandise.
21. It is the responsibility of the Vendor/booth holder to inform the Humboldt County Cup of any product, service or claim which does not comply with the regulations of the FDA or any other State or Federal regulatory agency and/or which is considered experimental.
22. Vendor is strictly prohibited from having or selling on-site any substance or product considered being illegal.
23. Vendors must be open and staffed during scheduled exhibition hours.
24. All products and services to be sold, offered or referred to during the Humboldt County Cup must be included on the Vendor Agreement form.
25. The Humboldt County Cup reserves the right to deny sale of items that have not been listed on the application.
26. Any Vendor found to be selling or giving away items not listed on the application/pre-approved may be asked to leave the Humboldt County Cup without a refund.
27. No sublet or split booth space shall be permitted without prior written agreement with Humboldt County Cup.
28. No products may be handed out free to the public during the Humboldt County Cup (example: promotional balloons) without prior authorization. Distribution of samples and literature is strictly limited to the confines of the Vendor's booth.



29. No amplified voice and/or music amplification will be allowed so as not to disturb other Vendors or attendees.
30. Aisles and Exits, as designated on approval show plans, shall be kept clean, clear, and free of obstacles. Booth construction shall be substantial and fixed in position in specified areas for the duration of the show. Easels, signs, etc., shall not be placed beyond the booth area into the aisles or lobby areas or on ceiling or columns, etc. Interior furnishings and materials shall not be located so as to obstruct or block exit ways, fire and safety devices or equipment. Working height restrictions within the hall are 8 feet.
31. Vendors must comply with all Redwood Acres Fairgrounds rules.
32. Vendor agrees to maintain dignity and integrity of the Humboldt County Cup and will not perform any acts of a harmful nature. The event reserves the sole right to ask any Vendor or its employees to leave if they are not acting in the best interest of the event.
33. Vendors shall be aware and acknowledge that the designated “medication area” and smoking section(s) are to be located separately from other vendors’ area(s). Vending areas may include or feature additional stages, musical performances and/or lectures and workshops if not disturbing neighboring vendors.
34. The Humboldt County Cup will not be liable for refunds or any other liabilities whatsoever for the disruption of the Humboldt County Cup due to reasons of enclosure in which the Humboldt County Cup is to be produced, being before or during the Humboldt County Cup, destroyed by fire or other calamity, or by any Act of God (including but not limited to weather), public enemy, strikes, statutes, terrorists, ordinances or any other cause. Humboldt County Cup has the option to cancel the Humboldt County Cup and will return booth fees to the Vendors. Humboldt County Cup reserves the right to alter the booth layout plan at any time.
35. Vendors are financially responsible for any damage caused to booths, decorations, or to any Redwood Acres Fairgrounds property.
36. No painting of signs, displays or other objects is permitted. No adhesive-backed (stick- on) decals or similar items, excluding nametags, may be used in the building. “Glitter” is not permitted. Leave booth clean upon move-out or a charge will apply.
37. In order to comply with the smoking ordinance of the Department of Public Health, smoking is not permitted in the Redwood Acres Fairgrounds except in designated areas. By law, individuals are not allowed to bring alcoholic beverages, which were purchased off premises, onto the Redwood Acres Fairgrounds property.
38. No Helium balloons are allowed in the Redwood Acres Fairgrounds.
39. No animals or pets are permitted in the building without prior approval with the exception of documented service animals.
40. Vendor understands that The Humboldt County Cup’s insurance does not cover Vendor in any way but would cover The Humboldt County Cup. The Vendor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move-out date, a policy of insurance acceptable to The Humboldt County Cup. Vendor must send The Humboldt County Cup a copy of this policy with their application.
41. In the event that any outside cause such as fire, weather, any Act of God, etc. prevents the Humboldt County Cup event from taking place, the event reserves the right to retain Vendor payments for expense compensation.



42. The Humboldt County Cup will not be liable for refunds or any other liabilities whatsoever for the disruption of the Humboldt County Cup due to reasons of enclosure in which the Humboldt County Cup is to be produced, being before or during the Humboldt County Cup, destroyed by fire or other calamity, or by any Act of God (including but not limited to weather), public enemy, strikes, statutes, terrorists, ordinances or any other cause. Humboldt County Cup has the option to cancel the Humboldt County Cup by and will return booth fees to the Vendors. Humboldt County Cup reserves the right to alter the booth layout plan at any time.

**DEADLINES**

Once Vendor has been notified of acceptance as a vendor in the event, a copy of the required documents listed must be received in our office no later than 5 business days after receipt of notified acceptance from the Humboldt County Cup and no later than October 18, 2017. Your booth will not be fully confirmed until the payment is received in full. Full payment must be received by October 18, 2017 or the reservation will be canceled. (We may consider late entries with prior notice or depending on time and space, but is not guaranteed)

1. Full payment of booth rental fee is due no later than October 18, 2017. Any booth booked after October 18, 2017 needs to be paid in full at the time of booking if space is available, including late fee(s).
2. All Vendors applying after October 18, 2017 must pay in full with their application if Vendor Agreement is approved and space is available. Failure to submit the fee will cause a delay and/or possible dismissal of the Vendor Agreement.
3. Vendor setup will not be permitted unless Humboldt County Cup has received signed contract(s), insurance forms, and all fees are paid. Payments can be with a cashier's check or money order made and addressed to:

Righteous Innovations  
P.O. Box 4561  
Arcata, CA 95518

4. Vendors who fail to show up for the event are not entitled to a refund.

Vendor Name: \_\_\_\_\_

Vendor Date: \_\_\_\_\_

Signature: \_\_\_\_\_