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# Vendor Agreement

CHOCOLATE EXPERIENCE

Registration/Payment Deadline: Sept. 8, 2017

Early Bird Deadline: Aug. 25, 2017

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# Candy Palooza 5

at the Jelly Belly Visitor Center

[candypalooza.jellybelly.com](http://candypalooza.jellybelly.com)

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**COMPLETED FORM AND PAYMENT MAY BE MAILED TO:**

JELLY BELLY VISITOR CENTER

ATTN: KELLEY STEFFEY

1 JELLY BELLY LANE

FAIRFIELD, CA 94533

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**BUSINESS NAME:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**BUSINESS WEBSITE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

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**BUSINESS/ITEM DESCRIPTION:** \_\_\_\_\_

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\_\_\_\_\_

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Please be as specific as possible when describing the items you may bring for sale/sample. Please note that the space is meant to highlight items made with or entirely of chocolate.

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## EVENT LOCATION/SET-UP INFORMATION

The CHOCOLATE EXPERIENCE is part of "CANDY PALOOZA". A two-day celebration at the Jelly Belly Visitor Center. The CHOCOLATE EXPERIENCE will take place indoors, on the second floor of the Jelly Belly Visitor Center. The conference space may be viewed prior to the event by contacting the Visitor Center at 707-399-2233. Below, please list any special requirements your business may require for set up as this must be reviewed and approved prior to accepting this agreement. Resources in the space are limited, including vendor space, tables, chairs, and electricity outputs. Special requirements will be the responsibility of the attending business.

**REQUIREMENTS:** \_\_\_\_\_

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## PARKING

Parking permits will be provided for vendors and vendor staff in a specified parking area. Maps, showing parking, and a drop-off site for delivery of supplies will be made available closer to the event date. It will be necessary to designate the number of parking spaces required or order to obtain the correct number of parking permits.

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**PROOF OF LIABILITY INSURANCE**

Vendors must provide proof of liability insurance. Information must be submitted with this completed form. The insurance must cover the dates of the event. Vendors will not be allowed to participate in the event if proof of insurance is not provided by September 15, 2017

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**AGREEMENT**

**PAYMENT DEADLINE: FRIDAY, SEPTEMBER 8TH**

**Participation:** \_\_\_\_\_ **X \$50 = \$** \_\_\_\_\_  
*Enter number of spaces needed. Please see cancellation policy in Terms and Condition below.*

**ATTENTION VENDORS!**

**REGISTER BY FRIDAY, AUG. 25TH TO TAKE ADVANTAGE OF THE EARLY BIRD PROMOTION!**

RECEIVE A **FULL** REFUND OF YOUR PARTICIPATION FEES!\*

**Participation:** \_\_\_\_\_ **X \$50 = \$** \_\_\_\_\_  
*Enter number of spaces needed. Please see cancellation policy in Terms & Conditions below.*

**NOTE:** An event "SPACE" is defined as a 12-foot horizontal display/sample/sales area consisting of two (2) 6-foot tables. Event spaces will be assigned on a first-come, first-serve basis. However, if there is a spot you would like to secure, please note in the space below. You will be notified if the space is available or if another choice will need to be made.

*\*Refunds will be mailed within 14 days of event. The Jelly Belly Candy Company reserves the right to deny refund if extra-ordinary measures are required to clean or repair the area vendor has occupied during the event. Jelly Belly will inspect area prior to issuing refund.*

AGREEMENTS WILL NOT BE ACCEPTED WITHOUT ACCOMPANYING PARTICIPATION FEE.  
COMPLETION OF THIS AGREEMENT AND PAYMENT OF FEES THE VENDOR AGREES THAT THE TERMS OF PARTICIPATION HAVE BEEN READ AND UNDERSTOOD.

**NOTE:** Food vendors must also submit the required one day permit to the Solano Health Dept **by August 24, 2017**. Please call Cassandra Brooks at the Solano County Dept. of Resource Management: (707) 784-6765 for questions or clarification of health department rules or permits, or visit the Dept. of Resource Management website:

<http://www.solanocounty.com/depts/rm/>

X \_\_\_\_\_ X \_\_\_\_\_  
Signature of Applicant Date

**Please contact Kelley Steffey with the Jelly Belly Visitor Center with any questions.**

[ksteffey@jellybelly.com](mailto:ksteffey@jellybelly.com)

**MAIL COMPLETED FORM AND PAYMENT TO:**

JELLY BELLY VISITOR CENTER  
ATTN: KELLEY STEFFEY  
1 JELLY BELLY LANE  
FAIRFIELD, CA 94533

Completed forms may also be faxed to (707) 399-2293  
Please address "CANDY PALOOZA VENDOR AGREEMENT" on the cover sheet.  
Include information regarding payment.

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## TERMS AND CONDITIONS

1. Candy Palooza will be held at the Jelly Belly Visitor Center in Fairfield, California, located at 1 Jelly Belly Lane, Fairfield. The Chocolate Experience area will specifically be located on the second floor of the Jelly Belly Visitor Center in the conference room space known as the Grand Bean Room.
  2. Vendors may access event space beginning each day of the event at 7:00am. Supplies and product may be dropped off behind the Jelly Belly Visitor Center between 7:00am and 8:00am each day of the event only. Vehicles must then be parked in the designated vendor lot until after 5:00pm when the event ends each day.
  3. Each vendor space will consist of two 6-foot tables; a 12-foot display/sampling/sales space. Jelly Belly will confirm if additional tables may be available behind these tables for storage. However, vendors are welcome to bring small storage items. Total space for each vendor is approximately 72 square feet, including the width of the tables. Chairs available upon request. (Rectangular space 12' wide x 6' deep) Electric power is limited and may not be available at all vendor spaces. Please inquire if electricity is required for specific items. **Please note that cooking is not allowed in the Jelly Belly Grand Bean Room.**
  4. Vendor spaces will be made available on a first-come, first-serve basis. Event layout is available upon request. Space preferences will be granted if available; if unavailable an alternate space will be offered or simply assigned by Jelly Belly.
  5. Cancellations must be received by Sept. 15 in order to receive a full refund on participation fees. Cancellations received after Sept. 15 will result in a refund of 50% of the participation fees. Cancellations received after Sept. 21 will result in a loss of all participation fees.
  6. Jelly Belly will supply security for the event area beginning at approximately 5:00pm, Friday, September 22nd until 5:00pm, Sunday September 24th.
  7. The following items are **not** allowed in the Jelly Belly Visitor Center/Grand Bean Room:
    - Cooking of any kind
    - Open flame
    - Alcohol sampling or sales
    - Live animals
  8. Property damage to the event space, provided equipment, or parking area as a result of negligent use by the vendor will be the responsibility of the vendor to either repair or replace.
  9. Vendor will secure and keep in force the following types of insurance with insurance company(ies) of established reputation, which are acceptable to Jelly Belly:
    - a. Commercial general liability insurance with "Occurrence Form", providing for coverage of not less than \$1,000,000 for each occurrence with a general aggregate of not less than \$2,000,000, naming Jelly Belly as an additional insured under the policy, with the limits and coverages specified; and
    - b. Worker's compensation insurance for statutory limits as required by law (including employer's liability insurance in an amount of not less than \$500,000 per accident for bodily injury and \$500,000 per employee/aggregate for disease), covering all persons employed by Vendor in connection with the Candy Palooza event (the "Event") to be held at Jelly Belly's visitor center;Both of the policies will (i) be primary and noncontributory and (ii) will contain a waiver of subrogation rights by the carriers. Vendor shall provide Promoter with a certificate of each type of insurance coverage listed above with the completed Vendor agreement, but no later than August 31st and again 10 days prior to the Event. Vendor shall also provide Promoter with copies of the certificates of such coverage upon renewal and upon Jelly Belly's request. Such insurance must be issued by a company having a Best rating of at least A- by Best's Insurance Reports or the then prevailing insurance rating bureau.
  10. Vendor shall defend, indemnify and hold harmless Jelly Belly and its shareholders, directors, officers, employees, contractors, attorneys, parent company, subsidiaries and affiliated companies (collectively the "JB Indemnified Parties") from and against any and all claims, damages, liabilities, losses, judgments, fines, penalties, demands, actions, proceedings, lawsuits, fees, costs and expenses, including attorney and expert witness fees and expenses suffered by the JB Indemnified parties on account of any claim, loss, cost or damage to property or personal injury (including death) arising out of, as a result of or in connection with any breach of this agreement by Vendor or the negligence or willful misconduct by Vendor or any of Vendor's principals, directors, officers, employees or contractors related to the Event.
  11. If legal proceedings are brought by either party to enforce any part of this contract, the prevailing party shall be entitled to reasonable attorney fees and costs.
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