

Just Cruzin Productions, LLC
2011 Classic at Pismo Beach 1-Day Vendor application
Vending date, Saturday, June 18, 2011

Please read the following Terms and Conditions, understand that they will be enforced. Those persons breaking these Terms and Conditions may be removed from the show at the sole discretion of Just Cruzin Productions, LLC staff and will not be allowed to return. The following are important guidelines you should consider before submitting an application.

- Check-in is on Friday, June 17 from 1:00 PM to 5:00 PM or Saturday, June 18, 2011 from 7:00 AM to 8:00 AM. ALL vendors must check in.
- Set up is on Saturday, June 18, 2011, from 6:00 AM till 9:00 AM.
- Your vendor booth must be occupied at all times during the event hours.
- There is no restock during event hours, unless you hand carry it in.
- Security will be present at the event, however, security is not provided for individual booths. Just Cruzin is not responsible for losses of any kind suffered by Vendor.
- There is NO Water hookup or available in the 1- day vending area.
- There is NO electric available in the 1-day vending area. Generators are allowed if Whisper Quiet type and MUST fit inside the space you have submitted your application for.
- All vendors are required to have general liability insurance and name additional insured as listed on vendor application.
- All vendors must comply with all City, Fire and Health agencies, as well as secure required permits.
- Accepted vendors will receive a receipt either by email or mail, within 2 weeks after receipt of your completed application and payment.
- Confirmations, with additional instructions, will be emailed or mailed approximately 2 weeks prior to the event.

To process your application please submit completed application with required payment, photos and forms and submit to:

Just Cruzin Productions, LLC
6240 Box Springs Blvd, Suite B
Riverside, CA. 92507

ALL APPLICATIONS MUST BE COMPLETED IN FULL AND ACCOMPANIED BY CHECK / MONEY ORDER / CASHIERS CHECK OR CREDIT CARD- IF INCOMPLETE WILL BE RETURNED TO YOU. Payments of checks and credit cards accepted up until 30 days prior to the event, after 30 days prior to event Cash or Postal Money orders will only be accepted for payment. Please read and complete application in full. Please retain a copy for your records.

If you have any questions please contact our office at 951-656-0862

Sincerely

Pam Bohne

Pam Bohne
Event Coordinator



AMERICA'S GREATEST EVENTS

VENDOR REGISTRATION FORM –2011

STREET- 1 day Vending

Classic at Pismo Beach June 18, 2011

ALL APPLICATIONS MUST INCLUDE A PHOTO OF VENDOR BOOTH – SETUP

COMPANY NAME _____

CONTACT NAME _____

MAILING ADDRESS: _____
STREET ADDRESS CITY STATE ZIP

PHONE: (____) _____ CELL: (____) _____ FAX (____) _____

EMAIL ADDRESS: _____

LIST ALL PRODUCTS: All items must be listed and pre-approved. Only pre-approved items can be sold NO EXCEPTIONS. The following is NOT ALLOWED: any Clothing items that are car related with Car design, Pismo Beach, Classic at Pismo Beach, Classic, Father's Day, 2011, Car Show. Promoter has the right to have any items they feel are in direct competition with event removed, Promoter has the final say on any and all merchandise to be sold at event, non-compliance can result in vendor removal from the event with no refund to vendor.

SPACE INFORMATION AND PRICES (prices subject to change)

CLASSIC AT PISMO BEACH June 18, 2011 – 1 Day Vending- Saturday

Space size MUST be what you need to fully operate your vendor space, for all prep, cooking, cleanup, storage, display, order taking, serving, etc. Please note if you do NOT purchase the actual size you need to conduct your business you may not be able to vend and will forfeit all monies paid to Just Cruzin.

Mark One: Food Commercial / Retail / Arts & Crafts- **PRE-REGISTRATION CLOSSES JUNE 9, 2011**

- | | |
|---|---|
| Before 4/30/11 | After 4/30/11 |
| <input type="checkbox"/> 10'x10' \$ 495 | <input type="checkbox"/> 10'x10' \$ 500 |
| <input type="checkbox"/> 10'x20' \$ 800 | <input type="checkbox"/> 10'x20' \$ 850 |

Other (must be preapproved) Size: _____ Agreed upon price \$ _____
Space Rental Fee as indicated above \$ _____

I need insurance. See reverse side for further information. \$ 100.00

Requested location or space: *Corner Space Request _____ Space Number _____

***Corner Space fee additional \$100.00**

PLEASE NOTE: Requesting a location or space does not guarantee that you will be placed there.

INSURANCE INFORMATION:

Insurance coverage is required for ALL vendors. Evidence of insurance must be submitted to us on or before 45 days preceding the event and must state the following as additional insured:

City of Pismo Beach, Just Cruzin' Productions LLC, Members, Shareholders, Officers, Directors, Agents, Employees, Volunteers, Parent Companies, Related or Affiliated Companies, Subsidiaries, Sponsors, Trustees, Receivers, Successors and Assigns

Some vendors may be eligible to purchase minimum required insurance for the event only through Just Cruzin productions, however, it is property liability insurance covering City of Pismo Beach property at the event only. It does not include other property, other liability, motor vehicle, or bodily injury, including food poisoning, at the event or otherwise, and does not include any type of incident or occurrence other than as listed above.

VENDOR REGISTRATION FORM –2011

STREET- 1 day Vending

Classic at Pismo Beach June 18, 2011

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AMERICA'S GREATEST EVENTS

MANDATORY LIABILITY RELEASE AND ACCEPTANCE OF CONDITIONS

*****City of Pismo Required Special Events Vendor Permit. Submit completed Application and your check made payable to City of Pismo Beach in the amount of \$40.00 with this Vendor Registration Form. Your vendor registration cannot be processed without the required application and fees.*****

In consideration of acceptance of vendors to any Just Cruzin event, by execution of this form, I/we hereby release Just Cruzin Productions, LLC, the City of Pismo Beach, San Luis Obispo County, their members, employees, officers or anyone else connected with this event of any and all known and unknown damages, injuries, losses, judgments, and/or claims from any causes whatsoever that may be suffered by anyone participating in this event.

Vendor locations are based on a first come, first served basis. As a reminder, this is a rain or shine event and, once registered, there are no refunds, cancellations, or transfers allowed. In order to reserve the same location from year to year; simply register for next year's event during the preceding year. All remaining locations will be open for sale to the general public beginning the Monday following this event. If no specific location is requested, we will assign a space based on products to be sold or displayed and the date we receive your registration. Requesting a space does not guarantee that you will be placed there.

NO GUARANTEE ON SUCCESS. WE DO NOT MAKE ANY GUARANTEE ON HOW WELL YOU WILL DO AT THE SHOW, ONLY GUARANTEE WE MAKE IS WE WILL HAVE YOUR SPACE AVAILABLE TO YOU AT THE EVENT.

Commercial Distributors: If your company policy is to have only one representative in a show Just Cruzin Productions, LLC will not be responsible to limit this, this is the responsibility of the Distributor and their representatives to limit their representatives at an event.

ALL FOOD Vendors must supply Just Cruzin with a valid copy of their San Luis Obispo County Health Permit application for the Pismo Beach Classic each year. FOOD VENDORS will not be allowed to check-in, set up, operate, vend and will forfeit all monies paid to Just Cruzin Productions, LLC if they have not submitted or did not bring a valid copy with them for Just Cruzin upon check-in at the event. In addition any vendors found with a fraudulent, expired or invalid Health permit will be asked to leave and will forfeit all monies paid to Just Cruzin Productions, LLC

All Vendors must comply with City of Pismo Beach Fire Department requirements, City of Pismo Beach permits and license. Additionally all Food vendors must comply with County of San Luis Obispo and local food handling procedures. All vendors must obtain all permits from County of San Luis Obispo and City of Pismo Beach required. All paperwork, insurance permits, fees, etc., must be completed, paid, and submitted prior to your set up at the event or you will not be allowed to set up. Accommodation locations, directions, check-in /set up times, checkout / break down times, etc., will be included in your confirmation package. If you have any questions, please contact us at 866-450-7469 or e-mail us through www.thepismoeachclassic.com.

All vendors must bring their own equipment. Just Cruzin Productions does not provide canopies, carpet, barriers, benches, tables, or any other supplies or equipment.

The following is NOT ALLOWED: any Clothing items that are car related with Car design, Pismo Beach, Classic at Pismo Beach, Classic, Father's Day, 2011, Car Show. Promoter has the right to have any items they feel are in direct competition with event apparel removed. Promoter has the final say on any and all merchandise to be sold at event, non-compliance can result in vendor removal from the event with no refund to vendor.

A minimum 50% non-refundable deposit is required at time of application submission prior to March 17, 2011. If using credit card, add 3% for VISA/MC or Discover add 4% for AMEX All balances are due 90 days prior to the event and are non-refundable, failure to submit balance will forfeit all vendor space and monies paid. All Applications submitted after March 17, 2011 must be submitted with payment in full, payment is non-refundable, no refunds will be made, all amounts paid are forfeited for any and all cancellations, empty spaces, no shows, with no exceptions. Payments of checks and credit cards accepted up until 30 days prior to the event, after 30 days prior to event Cash or Postal Money orders will only be accepted for payment. No checks or credit card payments will be accepted. Returned checks and credit cards are subject to a \$50.00 handling fee. Vendor agrees to pay said \$50.00 for each returned check and/or charge. Vendor understands that Just Cruzin Productions has a **NO REFUND POLICY**, no refunds will be made, all amounts paid are forfeited for any and all cancellations, empty spaces, no shows and non payment of balance due, there are no exceptions. Vendor further understands that no guarantee of space location is hereby made, there is no guarantee of success or failure at this event or of this event and that this event is a Rain or Shine event.

By signing this form I agree I have read and agree to all terms and conditions.

Signature: _____ PRINT NAME: _____

PAYMENT: (prices subject to change)- **PRE-REGISTRATION CLOSSES JUNE 9, 2011**

Classic at Pismo Beach, June 2011 Space Rental Fee _____

Insurance (Must be approved) @ \$100.00 _____

*Corner Space Request @ \$100.00 _____

*If a corner space is not available your additional \$100.00 for this request will be refunded.

If using credit card, add 3% for VISA/MC or Discover add 4% for AMEX _____

Check made payable to Just Cruzin Productions \$ _____

Check made payable to City of Pismo Beach for Special Events Vendor Permit \$ 40.00

Mail this form and checks to: Just Cruzin Productions
6240 Box Springs, Suite B
Riverside, CA 92507

Credit Card -circle one
Visa MasterCard
Discover American Express

Card #: _____ Exp Date _____ Security Code (back of card): _____

American Express Only – printed number on front of card: _____

Credit Card statement address _____

By signing this form, the authorizing signature designated herein agrees to give said company, Just Cruzin Productions, LLC, permission to charge the above credit card for the sum total of this form.

Authorized Signature: _____ Print name on card: _____

PHONE: 866-450-7469 FAX: 951-656-5187

www.thepismoeachclassic.com

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Classic at Pismo Beach 2011 Vendor Terms and Conditions
June 18, 2011 - 1 Day Vending- Saturday

The terms and conditions set forth on this document are specifically incorporated by reference into the Vendor Application and Agreement being executed by the Vendor to sell and / or display products at the Classic at Pismo Beach on June 18,2011 (the "Classic"). Vendor agrees to be bound by all of the terms and conditions set forth herein which Just Cruzin Productions, LLC has determined are necessary in order to create and maintain the best possible vendor program for visitors and guest. Upon acceptance of the Vendor Application and Agreement, Just Cruzin Productions, LLC and Vendor will be bound by the terms set forth herein.

DEFINITIONS: The definitions set forth in the Vendor Application and Agreement have the same meanings when used in this document.

INTERPRETATION AND ENFORCEMENT OF LAW AND THESE TERMS AND CONDITIONS: Vendor specifically agrees to abide by all applicable ordinances and statutes pertaining to the Vendor during the Classic. This included any and all statutes and ordinances of the State of California, County of San Luis Obispo, City of Pismo Beach and other government agencies pertinent to the vendors' participation in the Classic, including but not limited to, those affecting gambling, health, sanitation, building and electrical construction, maintenance, fire safety and any sales tax regulations.

The Classic retains the right, in its sole and absolute discretion, to interpret the meaning of any of the Terms and Conditions set forth herein, the application of any ordinance or statue to the Vendor while participation in the Classic, and upon notice to amend, modify or change any of the Terms or Conditions set forth herein. If Just Cruzin Productions, LLC provides notice to Vendor of any amendment, modification or change to any of the Terms and Conditions set forth in this document, then such new Terms and Conditions will be considered as if it were originally set forth in this document.

Any violation of these Terms and Conditions by Vendor during the Classic, will at the sole discretion of Just Cruzin Productions, LLC ,will result in immediate forfeiture of all monies deposited and rights to continued participation at the Classic. If such termination occurs, then Vendor agrees to immediately leave the Classic and upon mutually agreeable arrangements, remove any of its goods and other material from the Classic location. Nothing may be removed from the Classic location during the Classic, except as set forth in the Agreement or as approved in writing by Just Cruzin Productions, LLC.

CHECK-IN / BOOTH SET-UP/ DISMANTLE/ REMOVAL: Check-In is on Friday, June 17 from 1:00 PM to 5:00 PM or Saturday, June 18, 2011 from 7:00 AM to 8:00 AM. ALL vendors must check in. Set up is on Saturday, June 18, 2011, from 6:00 AM till 9:00 AM.

Those with a trailer in their display must notify Just Cruzin Productions, LLC office for Check-in / Set up time. Tear down for ALL 1-Day Vendors WILL NOT begin until after close of show on Saturday, June 18, 2011 and must be completed by 12:00 Midnight Saturday, June 18, 2011.

FAILURE TO ADHERE TO THIS DISMANTLE / REMOVAL TIME WILL RESULT IN A NON- COMPLING VENDOR BEING DENIED PARTICIPATION IN FUTURE CLASSIC'S.

SECURITY: There will be security present at the event, however, security is not provided for individual booths. Just Cruzin Productions, LLC is not responsible for losses of any kind suffered by Vendor. Please take all measures necessary to secure your possessions.

SET UP YOU VENDOR SPACE : from the front to the back. There are marks on the ground showing the front corners of your space, marked on the ground. If you purchased a 10' deep space your space is 10' deep from that mark, if you purchased a 20' feet deep it is from that mark and so on. PLEASE DO NOT SET UP any deeper than you have purchased or you will have to move! Do not go over the marks on the ground on the sides or you will be in another vendors space as well. STAY WITHIN YOUR PURCHASED SPACE.

Please be courteous to other vendors and do not block their entrance or exit to their booth or their booth when setting up or tearing down. Vendor booth / products/ supplies, etc MUST not interfere with adjacent vendors in any way, aisles, fire lanes, walkways, etc.

Vendors are to supply their own E-Z up, canopy, tables, lights, electrical cords, and any other supplies necessary for them to conduct business. The weather can tend to be windy at times at the beach, therefore, if you plan on using an EZ-up or any form of canopy, it will need to be secured/weighed down without any damage to the blacktop. DO NOT attach anything to or put any holes, etc., in the blacktop surface. You will be held responsible for the damage and the cost to repair it. If you purchased insurance from Just Cruzin, be advised that it DOES NOT COVER intentional damage, which this would be considered. Please use sandbags or containers of water to secure your E-Z up or Canopy.

ALL FOOD VENDORS: *must apply for a San Luis Obispo county health Permit.* FOOD VENDORS will not be allowed to check-in, set up, operate, vend and will forfeit all monies paid to Just Cruzin Productions, LLC if they have not applied for the proper permit. In addition any vendors found in violation /non-compliance with the health department, with a fraudulent, expired or invalid Health permit will be asked to leave and will forfeit all monies paid to Just Cruzin Productions, LLC. Food vendors must abide by the County of San Luis Obispo rules and regulations.

If you are a Food vendor and require more room for cooking you MUST have purchased it. All storing, prep, selling, cooking, clean-up, serving MUST fit inside the vendor space size you have paid for. If you did not purchase enough space and set up outside your space you will not be allowed to operate, vend and will forfeit all monies paid.

FIRE: ALL Vendors must abide by all fire regulations and/or decisions of the representatives of local fire departments. All vendor booth material must be in compliance with local fire regulations. In addition any vendors found in violation /non-compliance with the fire department will be asked to leave and will forfeit all monies paid to Just Cruzin Productions, LLC.

ALL FOOD VENDORS MUST have a currently certified fire extinguisher on their premises.

ALL VENDORS MUST apply for a business license through the City of Pismo Beach. You will not be allowed to vend without one. Contact the City Of Pismo Beach- Finance Department for form and information (805) 773-4657.

WATER: There is NO water hook-up available in the 1-day vending area.

ELECTRICITY: NO electric is available in the 1-day vending area.

PRODUCTS: All products to be sold/displayed/passed out, etc. must be listed on vendor application and previously approved by Just Cruzin. Any vendor that is selling /displaying/passing out, etc. any product(s) not listed with prior approval will be asked to remove the product(s) with no further selling/displaying or passing out of product(s). Repeated disregard can lead to ejection from the show. Please follow the rules and make this an enjoyable weekend for all.

CLEANUP: Vendor agrees to maintain a clean and presentable booth. Vendor is responsible for the removal of ALL materials, trash, debris, product, water (including gray),litter, garbage, including boxes, signs, Vendor will not dispose of any hazardous materials or burn any objects on the Classic grounds, which acts are strictly prohibited.

SCHEDULE: Vendor agrees to see that the booth is staffed with sufficient people during the schedule Vendor operational hours of the Classic . The hours of operation of the Classic are: Saturday, June 19th - 9:00 a.m. – 5:00 p.m., this is not confirmed. If we have the cruise on the same street as 1-day vending then vending hours will be until 8:00 pm.

RESTOCKING: Vendor may only restock by hand caring such goods to the Vendor's location.

MERCHANDIES: Vendor agrees that Vendor will not display or sell material not approved by Just Cruzin Productions, LLC, Vendor further agrees not to display or sell material, which in the sole and absolute discretion of Just Cruzin Productions, LLC, is determined to be obscene, dangerous, or unlawful. Vendor acknowledges that these items include, but are not limited to: helium balloons, any compressed gas tanks, drug paraphernalia, or weapons.

INSURANCE COVERAGE: Insurance coverage is required for ALL vendors. A minimum \$1,000,000.00 General liability policy and **must state the following as additional insured:**

"City of Pismo Beach, Just Cruzin' Productions LLC, Members, Shareholders, Officers, Directors, Agents, Employees, Volunteers, Parent Companies, Related or Affiliated Companies, Subsidiaries, Sponsors, Trustees, Receivers, Successors and Assigns"

If you purchased insurance through Just Cruzin Productions, LLC, please be advised that your insurance covers property damage liability to City property ONLY. Your insurance coverage does not cover acts of God, personal injury, damage to vehicles or property other than City property, intentional acts that may cause damage to any property, including City property, or any other occurrence other than stated above.

REQUIRED SELLER'S PERMIT: Vendor agrees that they will have a valid California sellers permit, collect all taxes and be responsible for the reporting of the same to the Board of Equalization. Vendor acknowledges that they have been informed that a seller's permit may be obtained from the State Board of Equalization Office. If Vendor is selling a product, Vendor must supply a copy of such sellers permit to Just Cruzin Productions, LLC; this includes any "out of state vendors".

Just Cruzin Productions, LLC LIMITATION OF LIABILITY FOR BREACH OF CONTRACT: Should vendor make any claim for breach of contract by Just Cruzin Productions, LLC, Vendor agrees that is Just Cruzin Productions, LLC is found to have breached any terms of the Vendor Application and Contract, then Just Cruzin Productions, LLC's liability for such breach will be limited to the sum of \$100.00.

Complete Agreement: Amendment: This Agreement constitutes the complete and exclusive agreement amongst Parties. This Agreement supersedes all prior written and oral agreements, including any prior representation, statement, condition or warranty. Except as expressly provided in this Agreement, no prior agreements, representations, or warranties will be of any force or effect. Any amendment must be in writing and signed by all parties to be effective.

Applicable Law: All terms of this Agreement are to be interpreted pursuant to the laws of the State of California.

Jurisdiction and Venue: This Agreement is deemed to be entered into to be performed and enforceable in Riverside, California and all actions for any enforcement or interpretation of this Agreement must be brought in Riverside County, State of California.

Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including, but not limited to the validity and enforceability of this Agreement under all Federal and State Laws or otherwise, shall be settled by binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Services (JAMS), and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Any such arbitration award shall be binding on the Parties. Such arbitration shall be conducted before JAMS in San Bernardino, California.

Binding Provisions: This Agreement is binding upon, and to inures to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns.

Each provision of this Agreement will be considered severable and if for any reason, any provision or provisions herein are determined to be invalid or unenforceable by a court of competent jurisdiction: such invalidity will not impair the operation of or affect those portions of this Agreement which are valid.