

# 2011 VENDOR INFORMATION PACKET

# RED, WHITE & CRUISE JULY 4TH

AUTO CLUB SPEEDWAY IN FONTANA



**CALLING ALL RETAILERS, BUSINESSES & VENDORS**

Promote your business, showcase your services and sell your products to more than 35,000 people at the LARGEST 4TH OF JULY FESTIVAL IN THE INLAND EMPIRE!



# EVENT INFORMATION & VENDOR REQUIREMENTS

## EVENT OVERVIEW

This all-day event begins with a car cruise and the Stars & Pipes Motorcycle ride and concludes with a 30 minute 3-D fireworks show. This festival, with an attendance of 30,000+ people, has a fair-like atmosphere with something for everyone in the family! Event attractions include live music, featuring Jennette McCurdy, the Eli Young Band, The Dirt Drifters and Steve Holy, an appearance by the world famous Budweiser Clydesdales, a Kids Zone, carnival rides & games, a car show, food, vendors and so much more! Other events in the works include a 16 man Skydive Team and an Air Force F-16 flyby.

## EVENT INTINERARY *(Times May Be Subject To Change Upon Notice)*

10:00 AM	Check-in Begins
10:00 AM- 1:00 PM	Vendor Set-up. All vehicles MUST BE out of the area by 1:00 PM
2:00 PM	EVENT GATES OPEN
9:00 PM	Vendor Tear Down Begins
9:15 PM	Fireworks Spectacular Begins

## VENDOR REQUIREMENTS

- SET-UP/TEAR DOWN:** Set-up time will begin on Monday, July 4<sup>th</sup>. Check-in will begin at 10:00 AM and set-up MUST BE completed by 1:00 PM. All equipment, goods, materials, displays, boxes or other items of any nature MUST remain in Company's Promotional Display Space. The Promotional Display Space items shall be removed on Sunday at the conclusion of the event. Display Space tear down may NOT begin until the start of the Fireworks Show at approximately 9:00 PM.
- TRASH:** Company must place all waste (including flattened boxes) in the trash bins designated by ACS.
- WORKER ACCESS:** Each person assigned to work your space MUST have a DISPLAY WORKER PASS. Worker passes are ONLY issued to persons eighteen (18) years and older. Passes are not transferable. Passes that are lost or stolen are not the responsibility of ACS Property. All Company workers in he Promotional Display Space should portray a professional image.
- ELECTRICITY:** Electricity is not available; vendors must provide their own extension cords, provide self-contained generators, or order a generator through K-FROG for an additional fee, as specified on the vendor registration form.
- TELEPHONES:** Fan Zone area does not have internet/phone lines.
- VEHICLES:** All vehicles not directly involved with the Promotional Display Space MUST PARK in the designated area - Lot 1 West.
- TABLES/CHAIRS/CANOPIES:** Please keep in mind K-FROG and Auto Club Speedway does not have tables/chairs/canopies readily available for you. Please make sure to make the necessary arrangements and bring them with your display.
- PERMIT:** The Board of Equalization of the State of California is requiring a valid California sellers permit. It is above the city or the county.



# LIABILITIES, RULES & REGULATIONS

## July 4, 2011

### INSURANCE INFORMATION

Insurance coverage is required for ALL vendors. Vendor agrees to secure and maintain a comprehensive general liability insurance policy acceptable to having a combined single limit of at least One Million Dollars (\$1,000,000). Such policy shall name the parties listed below as additional insured. Vendor shall also secure the following types of insurance and minimum limits: (1) Automobile Liability Insurance with a combined single limits of \$1,000,000 per accident for bodily injury and property damage liability. (2) Worker's Compensation Insurance with minimum limits statutory for all states of operation, including employer's liability with limits of not less than \$500,000.

A certificate of insurance must be provided to K-FROG with this Registration form or no later than Thursday, June 23<sup>rd</sup>, state the following as additional insured:

CBS Radio, KFROG, Auto Club The California Speedway Corporation, Americrown Service Corporation, City of Fontana, their respective parent, subsidiaries and affiliated companies and their respective Members, Shareholders, Officers, Directors, Agents, Employees, Volunteers, Parent Companies, Related or Affiliated Companies, Subsidiaries, Sponsors, Trustees, Receivers, Successors and Assigns.

### MANDATORY LIABILITY RELEASE AND ACCEPTANCE OF CONDITIONS

In consideration of acceptance of vendors to any KFROG event, by execution of this form, I/we hereby indemnify, defend and hold CBS Radio, KFRG, The California Speedway Corporation, Americrown Service Corporation, City of Fontana, County of San Bernardino their respective parent, subsidiaries and affiliated companies and their respective members, shareholders, directors, employees, officers, agents, volunteers, sponsors, trustees, receivers, successors and assigns or anyone else connected with this event ("Indemnified Parties") harmless from and against any and all liability, loss, damage, expenses, court costs and attorneys' fees in connection with or arising out of directly or indirectly, related to (i) any claim of loss or damage to property or of death or injury to persons, resulting from participation in this event, (ii) any claim of damage resulting from the acts or omissions of you and/or your company or its respective agents or employees, or (iii) any claim of damage resulting from the breach of this Agreement by you and/or your company. Your obligations hereunder shall extend to claims alleging an Indemnified Party's sole negligence, willful misconduct or violation of law unless adjudicated as such in a court of common law.

The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of comity or conflicts of laws thereof. The Parties knowingly and voluntarily intend and agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement shall be the state and federal courts in and for San Bernardino County, California. All parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing, and submit themselves thereto. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned courts shall have in personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

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.

**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.** We reserve the right to change vendor display space at anytime, and shall have the right to exclude or to require modification of any display or demonstration which, in our sole discretion, we consider unsuitable to or not in keeping with the character of the event. We also shall have the right to prohibit the use of amplifying equipment or music that, in our sole discretion, we consider objectionable.

Commercial Distributors: If your company policy is to have only one representative in a show KFROG 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 specific food and drink products will not be allowed to be sold at this event. Please contact K-FROG for prior approval.**

All Vendors must comply with all Fire Department requirements, City of Fontana, County of San Bernardino permits and license. Additionally all Food vendors must comply with County of San Bernardino and local food handling procedures. All vendors must obtain all permits from County of San Bernardino and City of Fontana 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 909-825-9525 or e-mail us through [www.kfrog.com](http://www.kfrog.com)

All vendors must bring their own equipment. CBS Radio, KFRG, The California Speedway d/b/a Auto Club Speedway and Americrown Service Corporation do not provide canopies, carpet, barriers, benches, tables, or any other supplies or equipment.

A minimum 50% non-refundable deposit is required at time of application submission prior to June 4, 2011. All balances are due 10 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 June 4, 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 15 days prior to the event, after 15 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 CBS Radio, KFRG and Auto Club Speedway have 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 the above and agree to all terms and conditions listed above.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



# VENDOR REGISTRATION FORM

## July 4, 2011

ALL APPLICATIONS SHOULD INCLUDE A PHOTO OF VENDOR BOOTH - SET-UP

### VENDOR INFORMATION

COMPANY NAME \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ CELL \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

LIST ALL PRODUCTS *(All items must be listed and pre-approved. Only pre-approved items can be sold NO EXCEPTIONS)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### SPACE INFORMATION & PRICING *(Prices Subject To Change)*

10' x 10' booth \$150  
*(Includes 2 Worker Passes & 2 RWC event tickets)*

10' x 20' booth \$275  
*(Includes 4 Worker Passes & 4 RWC event tickets)*

10' x 30' booth \$425  
*(Includes 4 Worker Passes & 4 RWC event tickets)*

20' x 20' booth \$575  
*(includes 6 Worker Passes & 6 RWC event tickets)*

Other *(Must Be Pre-Approved)*

Size \_\_\_\_\_ Price *(Agreed Upon)* \$ \_\_\_\_\_

I want electricity for an additional \$50 charge \$ \_\_\_\_\_

TOTAL AMOUNT DUE TO SECURE SPACE \$ \_\_\_\_\_

Spaces DO NOT Include Electric, Water or Sewer

Mark One That Best Describes Your Business

Arts & Crafts  Retail  Food\*

Commercial  Other \_\_\_\_\_

### PAYMENT

Make CHECKS Payable To: K-FROG  
*(Please make a note on the check: RWC Vendor Booth)*

Mail Checks To: K-FROG Radio  
900 E. Washington Street, Suite 315 Colton, CA 92324

CREDIT CARD *(Mark One)*  VISA  MASTER CARD  DISCOVER  AMERICAN EXPRESS

Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_ Security Code \_\_\_\_\_  
*(AM EX - front of the card; All Others - Back of Card)*

Billing Address \_\_\_\_\_

By signing this form, the authorizing signature designated herein agrees to give said company, K-FROG, permission to charge the above credit card for the sum total of this form.

Print Name on Card \_\_\_\_\_ Authorized Signature \_\_\_\_\_



# VENDOR CHECKLIST

## July 4, 2011

We look forward to your participation at the 3rd Annual Red, White & Cruise event at the Auto Club Speedway. In order to insure that we have a smooth your space is secured please make sure that the following information is completed and returned to K-FROG before June 23rd.

- Completed Vendor Form to K-FROG
- Payment Enclosed to K-FROG
- Signed "Liabilities, Rules & Regulations" Form to K-FROG
- I have read the Vendor Requirements and understand that I am responsible for my own tables/chairs/canopies. These items will NOT be provided to me by K-FROG or ACS.

\_\_\_\_\_ *Initial*

- I have read the Vendor Requirements understand that electricity is not available. I am responsible for my own extension cords and/or self-contained generator. \_\_\_\_\_ *Initial*

\_\_\_\_\_

- I understand that if I am selling anything at the event, I MUST have a current, valid California Seller's Permit from the Board of Equalization of the State of California.

\_\_\_\_\_ *Initial*

- Copy of your Current Valid California Seller's Permit to K-FROG
- Signed Checklist submitted with all required documents to K-FROG

Mail To: The K-FROG Stations  
Attn: Dana Swearingen/Joey Dietz  
900 E. Washington Street, Suite 315  
Colton, CA 92324

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_