

ANNUAL BENICIA PEDDLERS' FAIR ~ Since 1963

VENDOR TERMS AND CONDITIONS AGREEMENT

Saturday, August 9th, 2025

This Agreement shall be made upon acceptance by the PEDDLERS' FAIR COMMITTEE of ST. PAUL'S HISTORIC TRUST hereinafter called COMMITTEE, of the application of the VENDOR.

1. COMMITTEE shall provide VENDOR with a reserved **space approximately 12' wide x15'deep**.
2. The term of use of this reserved space is from 2:00 a.m. until 5:30 p.m. on day of fair
3. The COMMITTEE cannot supply running water or electricity. VENDOR provided generators must not be above 65 DB - **City of Benicia noise ordinance 8.20** or create tripping hazards on street or sidewalk.
4. There will be a \$30 service charge on a returned check.
5. **All county permits for food vendors must be obtained by the Vendor a minimum of 14 days prior to the fair.**
https://www.solanocounty.com/depts/rm/environmental_health/consumer/food_program/special_events.asp
6. Sale of alcohol is prohibited by VENDORS other than local restaurants and non-profit groups.
7. **All food VENDORS will be required to comply with the regulations of Solano County Health Department and the Benicia Fire Department and obtain all necessary permits they require. Representatives of the county will inspect all booths.** COMMITTEE is not financially responsible or liable should VENDOR be found in violation of county or city regulations
8. Sale of illegal items is prohibited.
9. All VENDORS must go through check-in **at 1st and J Streets** with identification and receipt.
10. VENDORS arriving at check-in after **6:45 am** may not be allowed to drive on First Street to unload their merchandise.
11. **The Peddlers' Fair is off-limits to automobiles after 7:30 a.m. on the day of the fair.**
12. **Benicia Police request that Vendors arrive at their assigned space prior to 7:00 a.m.**
13. **Vendors agree not to break down booths prior to 5:00 p.m., even if their wares should be sold out.**
14. **Vendors who do not claim their spaces by 7:45 a.m. may be denied access or have their space reassigned.**
15. COMMITTEE, at its sole discretion, shall have the right to select a space for the authorized VENDOR.
16. VENDOR agrees to keep VENDOR'S assigned space in good condition, free of obstructions and/or other conditions hazardous or constituting a nuisance to the public, or to VENDOR'S employees, or to neighboring VENDORS, or to any representative of the COMMITTEE.
17. COMMITTEE reserves the right to enter VENDOR'S space to inspect and to require VENDOR to make changes necessary to bring the space into compliance with this AGREEMENT.
18. VENDOR shall display merchandise only within the reserved space provided. Display or storage of merchandise beyond the reserved space is prohibited. Such merchandise may be removed by the COMMITTEE.
19. VENDOR shall not block fire lanes or sidewalks adjacent to reserved space and shall comply with all City, County and State policies and regulations.
20. Per City of Benicia Ordinance and the Solano Health Department, ALL animals except Disability Animals with proper documentation are prohibited within the fair boundaries, which are defined as curb to curb or First Street.
21. VENDOR shall cease selling of all merchandise, beverages, and food items at 5:00p.m.
22. VENDOR shall **vacate VENDOR'S space no later than 6:00 pm** on the day of the fair and shall leave said space in good repair and sanitary condition.
23. VENDOR hereby waives all claims against COMMITTEE, the Rector, Wardens, Vestry, and staff of St. Paul's Episcopal Church, Benicia, California, a religious corporation, and the St. Paul's Historical Trust (hereafter collectively St. Paul's) for any injury or damage to any person or property on or about the reserved space by or from any cause whatsoever, excepting injury or damage to VENDOR resulting from the sole negligence or willful misconduct of St. Paul's or its authorized agents. VENDOR further agrees to hold St. Paul's harmless from and defend St. Paul's against any and all claims or liability for any injury or damage to any person or property occurring in or about the reserved space or any part thereof, or arising out of the VENDOR'S acts or omissions, excepting any damage or injury resulting from the sole negligence or willful misconduct of St. Paul's or its agents.