

The background of the entire page is a faded, high-angle photograph of a city street. The street is lined with palm trees and modern buildings. In the foreground, there are streetlights and a crosswalk. The overall tone is warm and urban.

San Bernardino

**THE INLAND
EMPIRE'S 1ST
WEEKLY**

FOOD FEST

**A RICHLY DIVERSE CULINARY INFUSION OF
CULTURE & COMMUNITY**

BROUGHT TO YOU BY WE ARE THE CHANGE

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PURPOSE:

Our purpose is to create a weekly, vibrant, community street fair with a family atmosphere for residents and tourists alike. We aim to unite and empower the community by serving as a platform for showcasing local talent including chefs, entrepreneurs, and artists.

GOALS:

- Provide a venue for emerging microbusinesses, local talent and community activities.
- Create a positive image of downtown San Bernardino.
- Provide a diverse selection of food, merchandise and entertainment.
- Culturally enrich citizens and visitors to our extraordinary city.
- Promote downtown as a center for social, civic and retail activities.
- Expose residents and visitors to downtown stores, services and businesses.

STRUCTURE, OVERSIGHT, AND SCHEDULE:

SB FoodFest takes place in downtown San Bernardino in the San Bernardino City Hall parking lot on Court Street every Saturday night. The city hall parking lot is closed to vehicular traffic and then transformed into a festive, pedestrian street fair. Vendor booths are set up throughout the city hall parking lot, and visitors are able to stroll through the traffic-free event.

SB FoodFest oversight is provided by the We Are The Change Board and managed by the We Are The Change President/Founder. The We Are The Change Board is comprised of residents who possess a passion for uplifting the city through uplifting its' residents. For purposes of this rules and regulations, We Are The Change will be considered as SB FoodFest as they are one in the same.

The SB FoodFest board evaluates each application to ensure that proposed activities meet the purpose and goals mentioned above. SB FoodFest board meetings will be held on the second and fourth Tuesday of each month (except August), at 6:30 p.m.

LOCATION AND CONTACTS

SB FoodFest

City Hall parking lot, Court Street, Downtown San Bernardino
Season 1 (October through May) 6:00 p.m. to 12:00 a.m.
Season 2 (June through September) 6:00 p.m. to 12:00 a.m.
Year-round, every Saturday night, except designated holidays

SB FoodFest/We Are The Change

General information and questions:
Tel: (909) 300-5998
Web Address: www.sbfoodfest.com
Email: sbfoodfest@gmail.com

Business Registration Division

201 North "E" Street, Space 201A
San Bernardino, CA 92401
(909) 384-5302

Seller's Permit:

3737 Main St., Ste. 1000
Riverside, CA 92501-3395

Health Department:

351 N. Mountain View Avenue
San Bernardino CA 92415-0010
800.782.4264
TDD (909) 387-4859

San Bernardino County Department of Environmental Health

385 N Arrowhead Ave # 2
San Bernardino, CA 92415
Telephone: (800) 442-2283

San Bernardino County Fire Department:

157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415-0451
Front desk – (909) 387-5974
Fax – (909) 387-5542

NEW APPLICATIONS

SB FoodFest has full discretion concerning the use of City Hall parking lot for SB FoodFest activities. To participate in SB FoodFest, an application must be received approximately fourteen (14) to thirty (30) days prior to the desired date. SB FoodFest has the right to review the application at its discretion. Applicants must submit pictures or web address with their application for staff to view merchandise or information. Applicants will be notified if their application is approved or not.

Process for New Applicants

Step 1: Visit the SB FoodFest website home page at www.sbfoodfest.com and go to the "Vendor" page. Access the vendor application by clicking on the "Vendor Application" link.

Step 2: Fill in all required fields, upload required permits, licenses, photos, brochures, booth display, menu, website and/or descriptions of featured products for staff review. Read and agree to SB FoodFest Rules and Regulations then click the "Submit" button.

Step 3: The SB FoodFest Staff will screen and review the application. If it is complete, the applicant will be invited to make an appearance and give a presentation by appointment with the SB FoodFest Board.

Step 4: The applicant presents their product or service to the SB FoodFest Board during a five-minute presentation.

Step 5: Approval/Rejection of the application. The Board will vote to accept, reject, or recommend modifications to the applicant's application based on the following guideline questions. The SB FoodFest Board does not discriminate on the basis of race, religion, creed, color, gender, sexual orientation, national origin, or political persuasion.

- Does this vendor qualify under the approved FoodFest Rules and Regulations?
- Are the proposed vendor's merchandise and/or service beneficial to the purpose of SB FoodFest?
- Are the proposed merchandise and/or service unique to SB FoodFest, as opposed to merchandise and/or services already offered at SB FoodFest?

Is the proposed booth design within the guidelines established by the SB FoodFest Board?

Step 6: Upon acceptance, pay required vendor fees. Invoice will be emailed. Payment methods include Paypal, Venmo, and Zelle. All major credit cards will be accepted (American Express, MasterCard, Visa or Discover).

Applicants will be notified by email if their application has been approved or not. Applications are generally reviewed within 10 business days of submission. Upon the SB FoodFest Board's approval and receipt of payment of applicable fees, the SB FoodFest Staff shall issue a SB FoodFest permit. The new vendor is subject to the availability of spaces within particular categories.

Standby Vendors are allotted spaces when current vendors will not be participating on any given Saturday evening. A Standby Vendor shall contact the SB FoodFest office no later than the Monday of the week in which they wish to participate. If space becomes available, the Standby Vendor must pay his/her space fee online at the SB FoodFest website. A space will be assigned the day of the event.

APPLICATION PROCESS FOR CURRENT VENDORS

A. Current vendors may be required to submit a Current Vendor Application annually to maintain his/her status as a vendor. The SB FoodFest Staff will review the payment history of the applicant and determine whether or not:

1. The vendor consistently followed the SB FoodFest Rules and Regulations
2. The vendor received prior written warnings
3. The SB FoodFest Staff has had complaints about the vendor's products or services
4. The vendor's necessary permits, insurance, and licenses are up-to-date

B. Applicants who re-apply must select which season they prefer:

1. Annual (year-round)
2. Season 1 (Nov – June)
3. Season 2 (July – Oct)
4. Standby = next available, or last-minute spot

It is the responsibility of the vendor to provide updates when their contact information changes. Vendors wishing to sell items not listed on their applications, or make any changes to their market activity must submit changes via email at sbfoodfest@gmail.com and wait for approval or denial.

APPEALS FOR APPLICATION DENIAL/ SUSPENSION / REVOCATION

A. If an application is denied an appeal may be made, in writing, to the SB FoodFest Board, who shall reconsider the denial. The appeal must be filed within fifteen (15) days of the denial date.

B. If a Vendor desires to appeal the SB FoodFest Board's final determination, an appeal may be made, in writing, to the SB FoodFest President/Founder within fifteen (15) days of the SB FoodFest Board's denial. The SB FoodFest President/Founder shall review the appeal and issue a decision. The SB FoodFest President/Founder decision shall be final.

C. Upon suspension or revocation of a SB FoodFest permit, the vendor shall have the right to appeal the suspension or revocation to the SB FoodFest Board. Such appeal must be made within fifteen (15) days of the issuance of the suspension or revocation, and any such suspension or revocation shall be effective until or unless overturned on appeal.

D. After receipt of an appeal, the SB FoodFest Board shall schedule the matter for hearing at the next available SB FoodFest Board meeting at which the matter can be presented.

FEES AND PERMITS

Participants shall comply with all city, county and state permit requirements. It is the responsibility of the vendor to be aware of all permit requirements and, upon approval, pay any fees associated with the issuance of these permits. Vendors must pay an annual application fee and remain current with the following permits. The following permits shall be on premises during SB FoodFest:

City of San Bernardino Business License:
Business Registration Division
201 North "E" Street, Space 201A
San Bernardino, CA 92401
(909) 384-5302
(Applies to all vendors with the exception of musicians/performers)

Seller's Permit:
State Board of Equalization
Telephone: (800) 400-7115
Website: www.cdtfa.ca.gov/services/#Register-Renewals or www.boe.ca.gov

Health Permit (For food vendors only):
San Bernardino County Public Health
385 N. Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415
Telephone: (800) 442-2283
Website: <http://wp.sbcounty.gov/dph/programs/ehs/applications/> or <http://wp.sbcounty.gov/dph/>

POSTING PERMITS AND DOCUMENTATION

Every person having a license under the provisions of San Bernardino Municipal Code carrying on a business at SB FoodFest shall keep such license posted for exhibition while in force in some conspicuous part of such business.

COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS AND STATUTES

The acceptance and use of any selling space at SB FoodFest constitutes an agreement by any and all vendors, whether Annual, Season 1, Season 2, or Standby, and persons helping or working with such vendors, to comply with all SB FoodFest Rules and Regulations and all city, state and federal laws.

A. SB FoodFest vendors must comply with all federal, state and local laws and statutes concerning child labor. Unlawful employment of minors, under any federal, state, or local laws is prohibited. Such violation shall be deemed as noncompliance with SB FoodFest Rules and Regulations.

B. SB FoodFest vendors and their employees must comply with the Americans with Disabilities Act (ADA), which provides for equal access and opportunity for individuals with disabilities in public accommodations.

C. All vendors must understand and comply with any and all federal and state laws relating in any manner to their goods and services. For example, vendors of artwork must understand and comply with all copyright and/or trademark laws that may govern the reproduction and/or sale of such artwork. Not understanding the law will never be an adequate excuse used by vendors for violating a law.

D. No alcoholic beverages are to be consumed or sold within a booth.

E. If the booth involves food sales, the vendor must also have all relevant documents or permits demonstrating compliance with San Bernardino County Department of Environmental Health regulations.

F. Fire lanes must be maintained during set-up, operation and dismantling. It is the vendor's responsibility to be aware of the fire lanes. Emergency vehicles must be able to proceed down the center of the City Hall parking lot streets at all times. Only "people" events shall be permitted in the fire lanes. No tables, risers or other equipment is allowed without express written permission by the Fire Department and/or SB FoodFest. Participants shall be aware of code requirements and comply.

COMPLIANCE AND ENFORCEMENT

- A. SB FoodFest vendors must comply with SB FoodFest purpose, goals, rules and regulations.
- B. SB FoodFest is an event for the enjoyment of residents and visitors who contribute to the area's tourism industry. Vendors shall not antagonize or offend residents or visitors and shall do everything possible to encourage and promote the festive nature of SB FoodFest.
- C. Noncompliance with any SB FoodFest rule or regulation, including offensive conduct, is grounds for suspension or revocation of the SB FoodFest permit.
- D. A suspension or permit revocation of the SB FoodFest permit shall be issued by the SB FoodFest Staff, in writing, specifying the effective date of, and grounds for the suspension or revocation.
- E. Products not approved by the SB FoodFest Board are PROHIBITED. A citation will be issued for violation of rules and regulations, and all non-compliant items must be removed immediately.
- F. Vendors who receive more than one written warning in any one season (Season 1, Season 2, and Annual) shall not be permitted to operate their booth until they appear before the SB FoodFest Board for review.

ON-SITE STANDARDS OF CONDUCT

- A. SB FoodFest booths must be staffed at all times. SB FoodFest vendors, employees and family members shall be appropriately dressed. Clothing must be neat, clean, in good repair and appropriate for on the job appearances at all times. Employees shall not wear on the outside of their clothing anything obscene, distracting or may cause disruptions to the SB FoodFest environment.
- B. No person shall deface or otherwise abuse the downtown buildings, plants, trees, or city property.
- C. No person or business participating in SB FoodFest shall state, imply, or otherwise suggest that We Are The Change/SB FoodFest endorses, sponsors, or supports the views of his/her/its organization, candidate, product, or service.
- D. Vendors shall not solicit customers from outside their selling spaces.
- E. Hawking, selling outside of booth, loud or aggressive behavior is strictly prohibited.

F. Any vendor playing music shall maintain the volume of the music so as not to disturb his/her surrounding vendors.

G. It is each vendor's responsibility to report to the onsite SB FoodFest Staff any hazardous conditions they observe in or around the vendor's booth. If the problem cannot be remedied immediately, the vendor shall be relocated temporarily to another space.

H. A vendor who violates a city, county, state, or federal regulation is subject to automatic revocation. This includes, but is not limited to, inappropriate public behavior, traffic regulations and threats to public safety.

I. Vendors are responsible for the actions of their employees, associates and independent contractors working for them. Vendors shall be courteous to other vendors, the public and SB FoodFest Staff and Management.

J. Participants may not sell merchandise of adult nature, smoking, alcohol or drug paraphernalia. Neither may any merchandise be sold that may imply, suggest or support this type of activity.

K. All participants shall keep their area clean during the activity, and leave the space and surrounding area clean afterward. Vendors are required to take all waste caused by or relating to their activity with them. If additional garbage collection, grease stain removal, street sweeping or other clean-up is required, vendor fees will be increased to cover all costs and citations will be issued.

L. Food vendors shall place a minimum of one trash receptacle outside their booth for customer use. In addition, food vendors shall place a drop cloth on the ground within the booth area and in any other cooking area where food or grease may leave residue. Food vendors must remove and take all grease, food remnants, and trash from their booth and the market upon dismantling. Leaving trash next to existing trash receptacles is not permitted. If vendors do not comply, food vendor fees will be raised to pay for the extra expenses incurred. Any violations are grounds for citation or suspension.

M. Vendors must work professionally, cooperatively and reasonably with both the customer and SB FoodFest Staff to resolve complaints. Vendors must also fully comply with SB FoodFest Rules and Regulations and are required to sign the acknowledgement contained on the application.

N. A vendor who fails to notify the SB FoodFest Staff prior to an absence shall be charged with an unexcused absence. A vendor with one or more unexcused absences in one (1) month period shall be subject to suspension, and possible revocation of his/her SB FoodFest permit.

O. Vendors must remove all boxes and containers used in the transportation of their merchandise BEFORE SB FoodFest begins for the evening. Empty boxes may be stored under tables as long as they are NOT visible from all sides (e.g., under a drape).

BOOTH SETUP, LOAD-IN, AND LOAD-OUT PROCEDURES

A. VENDORS ARE NOT ALLOWED TO PARK IN THE CITY HALL PARKING LOT UNTIL 4:00 P.M. (no exceptions). AT NO TIME ARE VENDORS TO BLOCK ANY PART OF THE PARKING LOT INCLUDING ITS' ENTRANCES/EXITS, PREVENTING A CONSTANT FLOW OF TRAFFIC. ALL VENDORS MUST UNLOAD FIRST, MOVE THEIR VEHICLE, AND THEN SETUP. Vendors will always give right-of-way to vehicles parked in the city hall parking lot, trying to vacate a parking space. At no time will a vendor be allowed to bring more than one vehicle in the parking lot at a time. Any violations are subject to a SB FoodFest citation and may be grounds for suspension.

B. Towing of parked vehicles begins at 5:15 p.m. If a parked vehicle is located in a vendor's assigned space prior to 5:15 p.m., the vendor may unload in space designated by SB FoodFest staff. Vendors who have spaces located to the left and right of the vehicle are also not permitted to setup until the vehicle has been towed. This space will allow the tow truck adequate maneuvering space to safely tow the vehicle.

C. Vendors may not block parking spaces or sidewalks prior to the 4:00 p.m. set up time under any circumstances. Business entrances and their 'Private Parking' spaces cannot be blocked or parked in at any time. Vendors parking in private lots may be subject to tow at vendor's expense. All vehicles must be off the City Hall parking lot by 5:15 p.m. and all parking rules and regulations will be strictly enforced. Vendors arriving late (after 4:30 p.m.) are not guaranteed access to their space, and shall forfeit any payments made if they choose not to participate. Vendors must not, at any time, move any traffic control devices, such as barricades, bollards, signs, or delineators.

D. A vendor shall be fined twenty-five dollars (\$25) if his/her booth is not ready for business at the start of the event, or if he/she closes down before 12:00 a.m., the official end of the event. Exceptions made for Kids Zone Entertainers/Vendors.

E. No vendor shall bring his/her vehicle onto City Hall parking lot from the time the event has started until the time it ends.

F. Vendors are not guaranteed a specific booth location. The SB FoodFest Staff has the authority to assign and reassign spaces. Any vendor requesting reassignment of booth space must notify the SB FoodFest Staff in writing. The SB FoodFest Staff reserves the right to refuse assignment of space to any vendor or applicant.

G. Activities conclude at 12:00 a.m. Booths shall be dismantled and merchandise shall be packed prior to bringing vehicles into the parking lot. During dismantling, vehicles are allowed on the parking lot for loading only. Barricades are removed approximately one half hour after SB FoodFest activities conclude. AT NO TIME ARE VENDORS TO BLOCK PARKING LOT STREETS PREVENTING A CONSTANT FLOW OF TRAFFIC. VENDORS ARE TO BE PACKED UP AND OFF THE STREET BY 1:00 A.M.

CANCELLATION/TERMINATION POLICY

A. SB FoodFest recognizes the fact that situations may arise which prevents participation. The deadline for notifying SB FoodFest staff of a cancellation is 5:30 p.m. on the Wednesday prior to Saturday's participation. A credit will be issued for cancellations. Failure to provide staff with notice by the deadline shall result in the loss of any fees paid.

B. When a vendor has decided to terminate participation in SB FoodFest, he/she must notify the SB FoodFest Coordinator, in writing, before Tuesday of the week of the departure. No fee credit or refund shall be given if a vendor notifies the SB FoodFest Coordinator of departure after Tuesday of the week of departure.

C. Vendors who prefer a refund after providing cancellation notice by the aforementioned deadline may submit the request in writing with proof of payment and vendor contact information including business name, contact person, mailing address and phone number. SB FoodFest will process the request and mail a check to the vendor. The check should arrive within four weeks of the request.

INCLEMENT WEATHER POLICY

SB FoodFest Rain Policy: Staff will determine if the SB FoodFest will be cancelled due to rain by monitoring the evening's forecast on the AccuWeather website Saturday at noon. If the forecast predicts a 60% chance of rain during the hours of 5 p.m. through 9 p.m. SB FoodFest staff will cancel the SB FoodFest if it is raining at 2 p.m. or later and/or if the streets are significantly wet at that time. Vendors can look up the website at: <https://www.accuweather.com/en/us/san-bernardino-ca/92401/weather-forecast/327147>. If the SB FoodFest has been canceled before 7:30 p.m. all vendors will be given a credit. If staff cancels the SB FoodFest at 7:30 p.m. or later no credit will be given.

SB FoodFest Heat Policy: SB FoodFest will be cancelled for the evening if an Extreme Heat Warning has been issued by The City of San Bernardino during the hours of 5 pm through 9pm. If the SB FoodFest has been cancelled all vendor will be given a credit.

When the SB FoodFest is cancelled, a message will be put on the homepage of the SB FoodFest site www.SB FoodFest.com.

VENDOR CLASSIFICATION

SB FOODFEST STAFF RESERVES THE RIGHT TO LIMIT PARTICIPATION IN ANY CLASSIFICATION, TYPE OF MERCHANDISE, OR SERVICE TO PROVIDE THE PRODUCT/ SERVICE MIX DESIRED FOR THE ENTIRE SB FOODFEST EVENT.

A. Vendor Selling Products Taxable Sales: Direct sales may be conducted by licensed individuals and businesses upon approval by SB FoodFest Board. Sales must be limited to those items specified on the application. Vendors selling taxable products shall submit copies of appropriate California Department of Tax and Fee Administration permit (Seller's Permit) naming Court Street, San Bernardino as the business sub location upon approval of their application.

B. Vendor Selling Food Prepared at SB FoodFest: Food vendors shall submit copies of appropriate San Bernardino Department of Environmental Health Services permits upon approval of their application. It is the responsibility of individual food vendors to learn and adhere to all Health Department regulations and standards. Food vendors are required to have a Type K wet chemical fire extinguisher in their booths at all times.

C. Vendor Selling Specialty Pre-Packaged Food at SB FoodFest: All pre-packaged specialty foods must comply with every state and federal packaging requirements. The only items that will be considered for SB FoodFest are those produced and packaged in the United States of America. Specialty food items must relate to each other and fall into a single category, i.e. no pre- packaged nuts and salsa, unless they have a common branding.

D. Non-Profit Groups/ Community Organizations/ Neighborhood Associations: May pass out informational materials promoting the nonprofit/organization/association. Nonprofits may accept donations on site, sell tickets for events, and sell merchandise/items that represent the organization (i.e. calendars, mugs, t- shirts, etc.). Money generated by sales or solicitations, excluding direct material costs, shall go to the nonprofit group.

E. Kids Zone Entertainers/Vendors: Currently no jumpers or petting zoos are permitted. Vendors must ensure equipment is safe and well maintained. Kids Zone vendors have specific set-up locations and must stay within assigned locations.

F. Corporate Sponsor: A business that does not meet the criteria under any category guidelines may participate in SB FoodFest by becoming a SB FoodFest Corporate Sponsor. Examples of potential sponsors include radio stations, newspapers, etc. As a sponsor no direct sales shall be allowed during SB FoodFest. Interested applicants shall contact the SB FoodFest Staff for more information regarding sponsorship packages.

GENERAL RULES

A. SB FoodFest/We Are The Change is not responsible for theft or damages to property belonging to persons participating in SB FoodFest; nor does the SB FoodFest/ We Are The Change assume any responsibility for items left unattended during SB FoodFest activities.

B. All participants shall reimburse SB FoodFest for any costs incurred relating directly to their activity. This includes damage to: landscaping, street fixtures, electrical outlets, storefronts, etc.

C. Animals are not allowed on the parking lot during SB FoodFest without a permit issued by SB FoodFest Staff. Permits are issued for service animals only.

D. Sales privileges and spaces cannot be sold or sublet. Should ownership of a business participating in the SB FoodFest be transferred to a new owner, the new owner must complete a SB FoodFest application. At its discretion, SB FoodFest will review the application for approval/denial. Retaining the same space assignment and/or participation in the SB FoodFest is not guaranteed.

E. Smoking is not permitted on the City Hall Parking lot or Court Street Square during SB FoodFest operating hours.

F. All vendors are required to honor any SB FoodFest vouchers provided to attendees. If you redeem more than one SB FoodFest voucher per night, a vendor will receive credit against future rental fees for each such redemption after the first.

G. SB FoodFest rules are subject to change without notice.

ELECTRICAL REQUIREMENTS

A. City Hall parking lot electrical use is currently not guaranteed. Vendors are required to bring their own power source which must be approved by SB FoodFest in advance.

B. Power bars and extension cords shall be secured by vendors and conform to SB FoodFest safety requirements.

C. Power cords must be completely taped down to limit liability for the vendor, and conform to SB FoodFest safety requirements. Additionally, power cords must take the shortest route from the receptacle to the booth to minimize tripping hazards.

D. All vendor lighting shall be fluorescent, LED, or low voltage halogen.

E. All booth lighting shall be confined to the booth and designed to prevent spillage into other booths or glare into the eyes of visitors.

F. Candles and other flammable sources of lighting are strictly prohibited.

EQUIPMENT REQUIREMENTS

A. SB FoodFest is under no obligation to provide power, water or any other supplies or equipment to participants. An applicant needing specific services must make these needs known on the application.

B. Dimensions of the space allocated to each vendor are twelve feet wide by twelve feet in length (12 ft. x 12 ft.). Booth height is a maximum of eleven feet (11 feet), unless an exception is granted by SB FoodFest Staff. Vendors shall not move into the middle of the street with their booths, this is a violation of health and safety regulations.

C. A weighted canopy is recommended for use by all vendors. Nails or anchors cannot be driven into the pavement, structures, or trees. A canopy without the top (or a tent) is not allowed to be erected without approval from the SB FoodFest Staff.

D. Vendor booth windows may not be obscured at any time by boards, banners, or other large displays or equipment. Vendors are not allowed to prop up or hang any merchandise on any city property (i.e. wall, building, or tree).

E. All trailers need to be approved by the SB FoodFest Board and shall fit within the SB FoodFest booth dimensions of twelve feet wide and twelve feet in length (12 ft. x 12 ft.). One (1) additional booth space may be purchased to accommodate a larger trailer. Trailers should be clean and must present an attractive, professional image consistent with the goals and purposes of FoodFest.

F. Vendors shall identify their booths with appropriate signage (including business name) within the dimensions of twelve inches in height by eighteen inches in length (12 in. x 18 in.).

G. All tables used within a booth space must be covered. Vendors may use table skirts in lieu of full table covers. Covers or table drapes should be neat and clean and should not touch the ground.

H. Hot cooking appliances must be guarded and kept out of reach from the general public.

MOCK SITE PLAN

