

READY LONG BEACH 2023



The Long Beach Fire Department & Long Beach CERT
(Community Emergency Response Team)
are proud to announce the
7th Annual
READY Long Beach Emergency Preparedness Expo
Saturday – September 9th, 2023

VENDOR APPLICATION

Launched in 2014, READY Long Beach is a citywide outreach effort promoting emergency preparedness and readiness to the whole community. Sanctioned by the City of Long Beach and partnered with numerous city agencies, Ready Long Beach 2014 drew thousands of attendees from all social-economic, ethnic, age, and gender groups.

The READY Long Beach Expo is a prime marketplace for emergency preparedness merchandise and non-profit vendors alike. Held on annual basis, the READY Long Beach Expo provides a family friendly atmosphere in an outdoor setting; convenient for vendors of all sizes and accessible to a multitude of consumers.

The expo will include: food, music, emergency response vehicles, merchandise vendors, informational booths, demonstrations, and more.

Some of our partners are: American Red Cross • SCE • Long Beach Transit • Long Beach Airport • The Port of Long Beach • Long Beach Police Department • Long Beach Health and Human Services • Long Beach Water Department • Tesoro Foundation • CSU, Long Beach • Long Beach Disaster Preparedness

Proceeds from this event support the Long Beach CERT Program through:
Friends of the Long Beach Firefighters a 501(c) 3 Non-Profit organization EIN:93-1223990

Join us at this historic event as we build a more aware and prepared community.

Please see the accompanying vendor application. We look forward to working with you at the READY Long Beach Expo.

Best regards,
READY Long Beach Planning Committee

For additional information, contact Melanie Miller at Melanie.Miller@longbeach.gov or visit readylongbeach.com.



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Saturday – September 9th, 2023, from 10AM to 4PM
LBSU, Walter Pyramid – 1250 N. Bellflower Blvd., 90815
(Enter campus from Atherton St. & Merriam Way)

VENDOR APPLICATION

Vendors must have emergency preparedness themes, products, and/or services.

| | | | | | |
|----------------------|--|--------|--|------|--|
| Contact Name: | | | | | |
| Company Name: | | | | | |
| Mailing Address: | | | | | |
| City: | | State: | | Zip: | |
| Phone: | | Fax: | | | |
| Email: | | | | | |
| Website: | | | | | |
| Product Description: | | | | | |

Payment Information:

Full payment must be included with this application to guarantee a booth space.

*For-Profit business/vendor \$150.00 _____

*Non-Profit organization (Requires verification) \$50.00 _____

You will be provided with a 10'x10' area for your booth display. A table, 2 chairs, and a 10'x10' "popup" canopies are available for rental for a small fee. Please make a selection below.

Yes, I would like to rent: \$15 Table & 2 chairs
 \$75 Table, 2 chairs, & a 10'x10' "popup" canopy

No, I will provide my own furniture.

Make all checks payable to:

Friends of the Long Beach Firefighters (include "Long Beach CERT" on memo line)

and mail to: CERT/Fire Headquarters, Attention: Melanie Miller

3861 Worsham Ave. Long Beach, CA 90808

Please return the application by August 25th, 2023.

For additional information, contact Melanie Miller at Melanie.Miller@longbeach.gov

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“READY Long Beach” EXPO – VENDOR Rules & Regulations

The 7th Annual “READY Long Beach” Expo kicks off **September 9th, 2023** with an abundant array of activities, information, and thousands of anticipated attendees. Outdoor Vendor/Expo/Demonstration Booths are available to showcase your business or organization. Access to power is limited. To request power for your booth, mark it on your application. Payments may only be made by check.

The READY Long Beach Expo reserves the right to refuse anyone or any organization participation at this event and **DOES NOT** guarantee your success at this event. By signing and submitting the attached application, you (hereinafter referred to as “EXHIBITOR” or VENDOR”) agree to comply with the following terms and conditions. Violations of these terms and conditions can be cause for removal from expo grounds without refund and can result in being expelled from future events. **NO INCOMPLETE APPLICATIONS WILL BE ACCEPTED.**

1. **PAYMENT.** All paid booth fees are non-refundable unless a written notice of cancellation is received by September 1, 2023. **NO REFUNDS WILL BE GIVEN AFTER THE SEPTEMBER 1, 2023, DEADLINE.**
2. **EXPO DATES AND HOURS OF OPERATION.** All vendors are required to be open by 9:45 a.m. on Saturday, September 9, 2023. **YOU MUST REMAIN OPEN UNTIL THE END OF THE EXPO.**
3. **READY Long Beach EXPO VEHICLE ACCESS.** Under no circumstances will vehicles be permitted in and out privileges to the expo grounds during the expo hours of operation. Should you need to replenish your supplies during the expo hours you are responsible for providing your own non-motorized transport (i.e. dolly or wagon).
4. **BOOTH USE AND EQUIPMENT.**
 - a. **Your booth space will be inspected after the expo.** Additional charges will apply if your booth is not returned in the same condition it was received including but not limited to excess trash, damage to or missing equipment (tables, chairs, canopies, etc.).
 - b. **All business must be conducted within your designated space.** Distribution or solicitation of materials or services of any items outside your designated space are strictly prohibited. All violators will be removed from the expo grounds.
 - c. **Booths are to be used only for the purpose stated in the application.** Only items, services, and demonstrations listed on the application and approved by the READY Long Beach Expo are to be sold, distributed, and demonstrated.
 - d. **You will be provided with a 10’x10’ area for your booth display.** Additional furniture can be rented for a small fee.
5. **NO SALE OF WATER. READY Long Beach will be the sole distributor of bottled water.** Small samples of water for purposes of demonstrating water filtration systems are acceptable. Packets/pouches/boxes of long-shelf-life emergency water are exempt. Sales of these items will be permitted under permission only, based on approved applications.
6. **CONFIRMATION.** Vendors will be contacted regarding confirmation of Event Application approval.
7. **TABLES AND CHAIRS.** If requested in advance, one table and two chairs will be provided for a fee of \$15, or those items plus a 10’x10’ “popup” canopy will be provided for a fee of \$75. Vendors who do not request rental items must provide their own.
8. **NO GLASS CONTAINERS.** Glass containers are not allowed on the Expo grounds including beverage containers.
9. **NO SMOKING.** Smoking of any kind is not allowed on expo grounds.
10. **NO ALCOHOLIC BEVERAGES.** Alcoholic beverages are not allowed on expo grounds.
11. **NO GAMBLING.**
12. **NO SOLICITATION.** Distribution of any materials or solicitation of any type while moving through the expo grounds is strictly prohibited.
13. **NO PETS.** No animals are allowed (except licensed guide/service animals).
14. **FOOD ITEMS.** There will be a limited number of “same kind” food vendors. All food vendors must submit a list of primary food items and must be approve beforehand.
15. **TAXES.** All vendors are responsible for all appropriate taxes and fees due to the State of California. All for-profit vendors must submit a copy of their resale number with application. READY Long Beach is required to submit a list of all participating vendors to the State Franchise Tax Board.
16. **PRICES. All prices must be legible and posted in a conspicuous manner.**
 - a. Neither READY Long Beach nor any of its officers, agents, volunteers, employees, independent contractors or other representatives shall be held liable for, and they are expressly released from all liability for any damage, loss, harm or injury to the person or property of exhibitor or any of its officers, agents, volunteers, employees,

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independent contractors or other representatives, resulting from theft, fire, water, accident or any other cause.

- b. Exhibitor shall indemnify, defend and hold harmless READY Long Beach and any of its officers, agents, volunteers, employees, independent contractors or other representatives:
 - i. From and against any and all claims arising from any acts, failures to act, or negligence of exhibitor or any of its officers, agents, volunteers, employees, independent contractors or other representatives,
 - ii. From and against any and all claims arising from the breach of, or default in the performance of any obligation on exhibitors part to be performed under, these terms and conditions, and
 - iii. From and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action.
- c. All of exhibitor's displays, products, equipment, furniture, and furnishings are placed on the expo grounds at the sole risk of the exhibitor and "READY Long Beach" will not assume any responsibility for the loss or damage to the exhibitor's property. "READY Long Beach" shall not be liable for any damage occasioned by failure to maintain the expo grounds.
- d. Under no circumstances shall "READY Long Beach" be liable for consequential, indirect, special or punitive damages of any kind, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the booth, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability, or otherwise.
- e. Exhibitor hereby agrees that "READY Long Beach" shall not be liable for any injury to exhibitor, and any of its officers, agents, volunteers, employees, independent contractors or other representatives (collectively "Releaser"), or any loss of income there from. Releaser hereby waives its rights under California Civil Code § 1542, which provides as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her statement with the debtor.

17. **CONDUCT.** All exhibitors and all of their representatives shall conduct themselves at all times in accordance with normal standards of decorum and good taste. READY Long Beach reserves the right to eject from the expo grounds anyone violating those standards. Potentially offensive material is not be permitted to be sold, distributed or displayed
18. **RIGHT OF PUBLICITY.** All exhibitors and all of their representatives give READY Long Beach or its designee's permission to use their voice, image or likeness as it appears in any photographic or audio recording in any manner, throughout the universe and in all media, in perpetuity.
19. **NOISE CONTROL.** READY Long Beach reserves the right to monitor or prohibit the use of any electronic equipment or machinery that it determines, in its sole discretion, is detracting from other booths or exhibits.
20. **BOOTH MUSIC.** Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music-licensing source. Exhibitor agrees to obtain such written permission. Evidence of such an agreement must be available for READY Long Beach upon request. In the event written confirmation cannot be documented the exhibitor agrees to cease playing the music.
21. **RAFFLES/CONTESTS.** The operation of games of chance or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and must be included on approved vendor application.
22. **ASSIGNMENT.** An exhibitor shall not assign to a third party its rights hereunder to the booth or any portion thereof without the written consent of READY Long Beach which consent READY Long Beach may withhold at its sole discretion. If such consent is given, the exhibitor shall assume full responsibility for the conduct of the assignee. Additionally, exhibitors must remain in their assigned areas; no trading is permitted.
23. **ENTIRE AGREEMENT.** These terms and conditions and application, if accepted by READY Long Beach, are the entire agreement between the parties, and supersedes and rescinds all prior agreement relating to the subject matter hereof. READY Long Beach is not making any warranties or agreements except as set forth herein.
24. **AMENDMENTS/INTERPRETATION.** Any amendment to this contract must be in writing signed by both parties. The headings used in this agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this agreement. These terms and conditions shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted.
25. **GOVERNING LAW/JURISDICTION.** Each exhibitor waives any objection to jurisdiction of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction. These terms and conditions shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which the parties hereto submit.
26. **SEVERABILITY/WAIVER.** The invalidity of any term and condition, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. To the extent any provision of this agreement is not enforceable under applicable law, such provision shall be deemed null and void and shall have no

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effect on the remaining portions of this agreement. The rights of READY Long Beach under this agreement shall not be deemed waived except as specifically stated in writing and signed by an officer of READY Long Beach.

27. ARBITRATION. Any controversy or claim arising out of or relating to these terms and conditions, or the breach hereof, shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If a dispute arises out of or related to this contract, or the breach thereof, the parties agree first to try in good faith to settle the dispute by claims relating to this Agreement shall be arbitrated. The Arbitrators may not award any remedy that a court could not award. The Arbitrators shall apply the law of the State of California.

MOVE IN: All vendors must check in no later than 8:30am, Saturday, September 9, 2023. Start time for setup will be announced.

PARKING: LBSU Parking Structure 1 – 1250 N. Bellflower Blvd., 90815
(Enter campus from Atherton St. & Merriam Way)

PLEASE NOTE: Selling of WATER, T-SHIRTS, and SWEATSHIRTS OR CAPS of any kind with or without “READY Long Beach” logo or name is strictly prohibited without authorization. Subleasing of your booth is prohibited. Selling or serving alcohol to patrons is prohibited. If you are found participating in any of the restricted items listed, we will be forced to close your booth and will forfeit any money paid. By initialing you certify that you have read and agree to the above-stated rules and regulations. **INITIALS:** _____

APPLICATION DEADLINE is Friday, August 25th, 2023.

- All incomplete applications will be returned.
- All payments by check made payable to *Friends of the Long Beach Firefighters* (include “Long Beach CERT” on memo line).
- Mail or submit signed application and terms and conditions and payments due to: CERT/Fire Headquarters, Attn: Melanie Miller,
3861 Worsham Ave. Long Beach, CA 90808
- *For Non-Profit vendors:* Photocopy of your IRS Letter of Determination and/or Resale License, if needed, must accompany this application.

Vendor’s Signature

Name (Please Print)

Date

“READY Long Beach” Authorized Signature

Title

Date

For additional information, contact
Melanie Miller at Melanie.Miller@longbeach.gov