

HIGH HILL RANCH

2021 APPLICATION WITH SPACE RENTAL AGREEMENT & CONTRACT



INSTRUCTIONS

THIS IS A BINDING CONTRACT BETWEEN HIGH HILL RANCH LLC AND A TENANT RENTING A PORTION OF LAND KNOWN AS A SPACE FROM HIGH HILL RANCH LLC. READ EACH PAGE OF THIS CONTRACT AND PROVIDE A SIGNATURE WHERE REQUIRED ACKNOWLEDGING THAT YOU, THE TENANT, AGREE TO ALL POLICIES WRITTEN ON ALL PAGES FOR THE ENTIRE DURATION OF THIS CONTRACT.



ARTIST APPLICATION

APPLY FOR A SPACE BY FILLING OUT THIS APPLICATION PAGE. NEW ARTISTS SHOULD EMAIL OR MAIL THIS APPLICATION ALONG WITH 3 PICS OF YOUR PRODUCT TO MIKE & MOLLY. MIKE & MOLLY WILL CONTACT YOU IF YOUR APPLICATION IS APPROVED. FOLLOWING APPROVAL, A PAYMENT SHOULD BE MAILED TO HIGH HILL RANCH LLC. THE REMAINING PAGES OF THE EVENT SPACE RENTAL AGREEMENT & CONTRACT SHOULD BE MAILED TO MIKE & MOLLY. THE DEADLINE FOR RETURNING ARTISITS IS MARCH 1, 2020.

PAYMENTS:

**SEND & MAKE PAYMENTS TO
HIGH HILL RANCH LLC**

By Phone: (530) 644-1973 M-F
By Mail: High Hill Ranch LLC
2901 High Hill Rd
Placerville, CA 95667

APPLICATIONS:

**SUBMIT APPLICATIONS & CONTRACTS TO CRAFT
COORDINATORS, MIKE AND MOLLY BENNETT**

E-Mail: mollyb369@yahoo.com
Mail: 2030 E St. Space 49
South Lake Tahoe, CA 96150
Phone: (775) 772-6165

NAME: _____ **BUSINESS NAME:** _____

EMAIL: _____ **PHONE:** _____

STREET ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CALIFORNIA STATE RESALE NUMBER: _____

DETAILED LIST OF ITEMS BEING SOLD: _____

SELECT A SPACE SIZE:

10 X 10 10 X 15 10 X 20 10 X 30

SELECT ELECTRICITY FOR SPACE:

YES NO

CHOOSE YOUR DATE(S) BELOW:

8/14	8/21	8/28	9/4	9/11	9/18	9/25	10/2	10/9	10/16	10/23	10/30	11/6	11/13	11/20	11/27	12/4	12/11

ALL DATES MUST BE APPROVED BY HIGH HILL RANCH. ARTIST BOOKING 5 DATES OR LESS WILL BE BILLED IMMEDIATELY.

Preferred Space (will be reviewed by Craft Coordinators): _____

TIER 1 PRICING: 16 OR MORE WEEKS BOOKED: 10 X 10: \$120/wk 10 X 15: \$180/wk 10 X 20: \$240/wk 10 X 30: \$360/wk

TIER 2 PRICING: 15 OR LESS WEEKS BOOKED: 10 X 10: \$180/wk 10 X 15: \$270/wk 10 X 20: \$360/wk 10 X 30: \$540/wk

ELECTRICITY PRICING: ELECTRICITY IS OPTIONAL. IF THE TENANT BUYS ELECTRICITY FORM HIGH HILL RANCH LLC, THE COST IS \$40/wk.

- I attest to my sellers permit being correct and valid.
- I agree to pay the balance of all space fees and electricity fees listed above.
- I agree to sell only items that that are listed on this application and approved by High Hill Ranch LLC.
- I agree to be held fully liable for all losses related to revenue, product, and personal belongings during the entire duration of this contract.
- I hereby release High Hill Ranch LLC from all liability for the entire duration of my contract, including but not limited to personal injury to myself, loss of revenue to my business due to any reason, loss of my personal belongings, and loss of revenue for not fulfilling this binding contract.
- I agree that High Hill Ranch LLC has the right to revoke this contract at will for any reason.
- I agree, any cancellations made by me, for any reason, will not be refunded.

ACKNOWLEDGED, AGREED, & AUTHORIZED BY TENANT: _____ DATE: _____

CONDITIONS AND RESPONSIBILITIES OF THE TENANT

You, the tenant, agree to read and sign all material of this entire contract to make certain all parties agree to the requirements necessary to keep High Hill Ranch a well-maintained and safe location for use. **The tenant will sign at the bottom of every page to acknowledge and satisfy the full content of this contract.**

SPACE RENTAL FEES

A signed contract and payment for the costs associated with the space rental must be received to reserve your date(s). The balance of your space rental fees are due by the deadline(s) outlined in the Fee Due Dates section of this contract, listed on page 4. All additional cost that arise will be due within 24 hours of notification. No terms are implied or granted and no work will be allowed until full payment is received, and the full length of the contract is signed.

FEE RATES

TIER 1 REQUIREMENT: YOU MUST BOOK 16 WEEKS OR MORE AND HAVE GOOD BEHAVIOR		TIER 2 REQUIREMENT: BOOK LESS THAN 16 WEEKS OR BAD BEHAVIOR	
10 X 10 -	\$120 PER WEEK	10 X 10 -	\$180 PER WEEK
10 X 15 -	\$180 PER WEEK	10 X 15 -	\$270 PER WEEK
10 X 20 -	\$240 PER WEEK	10 X 20 -	\$360 PER WEEK
10 X 30 -	\$360 PER WEEK	10 X 30 -	\$540 PER WEEK

ELECTRICITY

\$40 PER WEEK

If using electricity, you must start at beginning of your contract and pay the electricity fee for all approved dates on your application. No add-ons or removals of electricity will be allowed at any length into the contract without full payment of electricity for all dates since the beginning of your contract, even if you did not use electricity during all of those dates. This means if you choose to sign up for electricity towards the end of the season, you must back pay electricity fees for all previous approved dates in your contract. All tenants using electricity must supply their space with an extension cord of maximum length 25 ft and minimum thickness of 12 ga. No electricity will be allowed until your space is equipped with a proper cord.

ELECTRICAL USAGE THRESHOLDS

- 10 X 10 - Total energy not to exceed 200 watts.
- 10 x 15 - Total energy not to exceed 300 watts.
- 10 x 20 - Total energy not to exceed 400 watts.
- 10 x 30 - Total energy not to exceed 400 watts.

ELECTRICITY IS TO BE USED FOR LIGHTING ONLY & ALL LIGHTING IS REQUIRED TO BE LED. FLOURESCENT BULBS ARE NO LONGER ALLOWED. The purpose is to safely display and help sell your product, and to prevent electrical shortages. **All items using electricity including, but not limited to coffee pots, tea pots, fans, or heaters are not allowed.** All lights must be turned off by nightfall and all vendor(s) using electricity for any items other than lighting will be subject to a **\$50 fine, due within 24 hours.**

ACKNOWLEDGED, AGREED, & AUTHORIZED BY TENANT: _____ DATE: _____

BILLING REQUIREMENTS

All invoices will be emailed directly from High Hill Ranch LLC. **It is your responsibility to know the amount you owe and the due dates as listed on the signed contract. All payments are due by the due date regardless of any reasons pertaining to delay or miscommunication, including but not limited to your invoice not being received, your check being lost in the mail, and lack of funds.**

All payments must be made out to High Hill Ranch LLC and processed by High Hill Ranch LLC, on or before the due dates listed. All late payments will incur a \$50 late fee, due immediately and TIER 2 pricing for the duration of the contracted season. All payments more than five (5) days late will result in the cancellation of your remaining dates. Your space will be given to a tenant on the waitlist. You will have 24 hours to remove your tent and your belongings. If they are not removed within that time, a High Hill Ranch employee will remove all of your items. High Hill Ranch LLC will not be responsible for any damages incurred to the tenant's belongings during this process.

All payments are to be made to, High Hill Ranch LLC. **Payments made by credit/debit card will incur a 5% processing fee.** This processing fee applies to any payments made by credit/debit card, including fines, late fees and any applicable contract charges. Mailed payments must be received and processed by High Hill Ranch, prior to the due date. Postmarked on or before due date is not sufficient and will be considered late if not received and processed by High Hill Ranch on time. If you are mailing your payment, it is encouraged for you to have it in the mail 2 weeks in advance. High Hill Ranch LLC is not responsible for late or misrouted mail.

Mailing Address:

High Hill Ranch LLC
2901 High Hill Rd.
Placerville, CA 95667

Phone: (530) 644-1973
Email: applehill@highhillranch.com

High Hill Ranch office is open Monday - Friday 8am - 5pm. Closed Saturday and Sunday. Hours may based on business need throughout the season.

PAYMENT DUE DATES

If the tenant's contracted date(s) fall within a specified range listed below, payment is due on the corresponding due date.

<u>CONTRACTED DATE(S)</u>	<u>PAYMENT DUE DATE</u>
ANY 5 WEEKS OR LESS	BILLED IMMEDIATELY
8/14 - 9/25	DUE JUNE 25, 2021
10/2 - 10/30	DUE SEPT 25, 2021
11/6 - 11/27	DUE OCT 25, 2021
12/4 - 12/11	DUE NOV 22, 2021

PRODUCT STANDARDS

All tenant products listed for sale are required to be 100% handmade and be approved in advance by High Hill Ranch before you can start selling on the property. There are no buy/sell products allowed. Bringing in a buy/sell product at any time during the season will result in a \$50 fee and TIER 2 pricing. In addition, you will be subject to expulsion from High Hill Ranch premises without any refunds for space fees and/or compensation from loss revenues.

ACKNOWLEDGED, AGREED, & AUTHORIZED BY TENANT: _____ DATE: _____

LIABILITY

The tenant agrees to indemnify, defend and hold High Hill Ranch LLC, its building owners, officers, employees, and agents harmless of and from any liabilities, cost, penalties or expenses arising out of and/or resulting from the space rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by the renter, its employees and agents.

In the event High Hill Ranch LLC, its landlord, building owners, employees and/or agents are required to file any action in court in order to enforce any provisions of this agreement, the tenant agrees to pay High Hill Ranch LLC, its officers, landlord, building owners, employees, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by High Hill Ranch LLC including collection expenses and interest due.

CONDUCT

There is absolutely no drug use on the premises or smoking of any kind tolerated on the premises within 25 feet of the building, including loitering or congregating outside of entrances or walkways. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. The tenant shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of High Hill Ranch LLC team members shall be grounds for immediate expulsion from the premises and conclusion of the rental period without refund or reimbursement due to loss revenue. All legal consequences and ramifications are the sole responsibility of the tenant party and/or event space.

CITY, COUNTY, STATE, AND FEDERAL LAWS

The tenant agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. High Hill Ranch LLC reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, is intoxicated, under the influence in any manner, participates in any act of jeopardizing rights, use permit, staff safety, customer safety and/or building content.

CLEANING & TRASH

High Hill Ranch will be in a clean condition prior to your space rental date. The tenant is responsible for maintaining a clean and operable area throughout the duration of their contract. At the end of your contract agreement, you are required to return the space to the same clean condition in which it was found.

ANIMALS

Animals are not allowed at the Ranch, except for service dogs. All service dogs must be either in a crate or on a leash during public hours.

MAINTENANCE

Night security will patrol the grounds 7 days a week. High Hill Ranch LLC is an outdoor farm festival. If you do not feel comfortable in an outdoor environment, this event will not be a good fit. It is your responsibility to maintain your location and resolve any issues to the best of your ability. All complaints of pests, trees, rocks, mud, weather, light bulbs and bathrooms will be the responsibility of the renter, unless determined to be dangerous by High Hill Ranch employees.

ACKNOWLEDGED, AGREED, & AUTHORIZED BY TENANT: _____ DATE: _____

ATTENDANCE REQUIREMENTS

Your contract is for seven (7) days, running Saturday - Friday. You are required to occupy your space on both Saturday and Sunday. Monday through Friday attendance is encouraged. If you decide to close during the weekdays, you are required to remove your booth and all of your items until you return.

CO-OP REQUIREMENTS

You are required to have someone watch your booth if you are not present. One (1) person can watch a maximum of three (3) booths. This means, one (1) person can watch only two (2) other booths besides their own. If you are not present or cannot find someone to watch your booth, you must take down your tent and set-up once you return. All violators participating will be subject to TIER 2 pricing effective immediately and a \$50 fine due within 24 hours.

PARKING AND UNLOADING

You will receive an assigned parking number when you arrive on the Ranch. Assigned parking spaces are located in the Artist Parking area alongside the orchard. If you have not been assigned a space, you must park behind the Pie House or down below, by the RV area.

You are a required to park in the designated Vendor/Artist parking spot assigned to you. Parking in the High Hill Ranch customer or employee parking area is not permitted. **Anyone parking in a non-designated area will incur a \$50 fine, due within 24 hours and be** subject to Tier 2 pricing, effective immediately.

You are required to be parked in your assigned parking spot by 7:30 am, Saturday and Sunday, and 9:30 am Monday - Friday. If you cannot unload your supplies by these deadlines, you must walk your items in from your assigned parking space. **Any vehicles un-loading next to their tent past 7:30 am on weekends or 9:30 am on weekdays will incur a \$50 fine (due within 24 hours) and subject to Tier 2 pricing for the duration of their contract**

RANCH PURCHASES

Tenants are not High Hill Ranch LLC employees. All tenants are responsible for bringing or purchasing their own food, ice and drinks. No access to kitchen facilities will be permitted at any time.

Tenants or their employees who decide to purchase food from High Hill Ranch must wait in line and are required to pay full price. There are no discounts provided to vendors. Tenants are not allowed to take ice, soda or food from High Hill Ranch without paying full price. This will be considered theft and will result in immediate cancellation, with no refunds.

SUB-PERMITS

Address your sub-permits to:

High Hill Ranch
2901 High Hill Rd
Placerville CA, 95667

WEATHER

High Hill Ranch LLC is open rain, snow or shine. There will be no refunds and no rain checks given, due to inclement weather. It is your responsibility to bring weights and shims to properly secure your booth during inclement weather. High Hill Ranch LLC is not responsible for any loss to products or property due to weather.

FESTIVAL HOURS

Monday - Friday: 10:00 am - 5:00 pm

Saturday - Sunday: 9:00 am - 6:00 pm

(After Daylight Savings Ends)

Monday - Friday: 10:00 am - 5:00 pm

Saturday - Sunday: 9:00 am - 5:00 pm

SET-UP

After 5:00 pm the day before your booked date.

After 7:00 am on the day of your booked date.

Mike Bennett will be on-site and available until 5:30 pm.



**EVENT SPACE & RENTAL AGREEMENT CONTRACT
ACKNOWLEDGEMENT**

ALL 8 PAGES MUST BE SIGNED AND TURNED IN WITH THIS CONTRACT TO BE ACCEPTED INTO
THE EVENT

RETAIN A COPY FOR YOUR RECORDS

CONTACT INFORMATION

HIGH HILL RANCH BUSINESS OFFICE

2901 High Hill Rd.
Placerville, CA 95667
Phone: (530) 644-1973
Email: AppleHill@HighHillRanch.com

CRAFT COORDINATORS

Mike and Molly Bennett
Phone: (775) 772-6165
Email: MollyB369@yahoo.com

By signing this contract, you the tenant agree to have fully read, acknowledged and abide by all the rules listed within pages 1-8, for the duration of the 2021 season. By signing below, you take full responsibility for any violations incurred by Co- Ops, employees or person (s) watching or covering your booth, at all times. You agree to the billing terms listed in the contract and agree to pay any fines within 24 hours. You agree, you understand this policy and understand the rules are strictly enforced out of respect and safety of fellow tenants, employees and patrons of the Ranch. Any questions, clarifications or concerns are to be addressed before signing and turning in your contract.

Tenant Printed Name

Date

Tenant Signature

Business Name

YOU MUST READ AND SIGN THIS CONTRACT, IN ITS ENTIRETY, TO BE ACCEPTED INTO THE FARM FESTIVAL. NO VENDORS WILL BE ADMITTED, UNLESS ALL 8 PAGES OF THIS CONTRACT HAVE BEEN SIGNED, DATED AND SUBMITTED TOGETHER WITH THEIR COMPLETED APPLICATION.

Office Use Only
