TAO OF TOMORROW LUNAR LEGACY: A HAUNTED MOONLIT MARKET

SPACE RENTAL AGREEMENT

Definitions – For the purposes of this agreement, the term "Vendor" refers to any individual, organization, or business entity that rents and operates a booth or space at the *Lunar Legacy: A Haunted Moonlit Market* ("Event").

Services Rendered – Tao of Tomorrow ("ToT") shall render services to Vendor as outlined in the Vendor's fully paid invoice or approved trade agreement. Vendor, in return, shall comply with the terms in this agreement.

Dates & Hours – The Event shall operate with the following days and hours:

	Saturday, 10/04/25	Sunday, 10/05/25
Setup Hours	8:00 AM - 2:00 PM	1:00 PM - 2:00 PM
Event Hours	4:00 PM - 12:00 AM	4:00 PM - 10:00 PM
Teardown Hours		10:00 PM - 12:00 AM

Location – Fountain Valley High School – Fountain Valley, CA

Refund – All booth reservations require a \$100 non-refundable deposit to secure space. Cancellation requests must be submitted via email to the ToT by September 1, 2025 to receive a refund of any amount paid beyond the \$100 deposit. No refunds will be issued after September 1, 2025. If space is reserved after September 1, 2025, all sales are final and no refunds will be issued.

Payment – Tao of Tomorrow accepts payments via credit card, Zelle (<u>info@taooftomorrow.org</u>) or Venmo (@taooftomorrow). Credit card transactions are subject to a 3% processing fee. ToT does not accept cash payment for space rentals. Booth space is secured only after full payment is received.

Setup & Teardown – Vendors may only set up during designated hours listed in Date & Hours. ToT will prohibit Vendor from operating until vehicles are removed and failure to remove any vehicles will result in automatic cancellation of Vendor's space rental with no refund. All vehicles must be removed from the event area by 2:00 PM each day. Vendors shall remove all exhibits and inventory by 12:00 AM on closing day.

Parking – Premium Vendors who will receive one (1) VIP parking pass, unless otherwise stated. The parking pass allows Vendors to park in the designated area. Additional parking passes may be purchased prior to the event.

Booth – Each basic booth rental includes: one (1) 10'x10' canopy, one (1) 6-foot table, and two (2) chairs. Vendors must keep all products, signage, and activities within their assigned 10'x10' space. Designated space may be larger if Vendor reserves a Premium Vendor space. Vendors shall not modify, adjust, damage or remove any part of the ToT-provided canopy. Additionally, all vendors will need to provide their own floor boards and/or coverings.

Vendor-Provided Canopy – If Vendor brings their own canopy or structure, Vendor must ensure that their canopy or structure is flame-resistant, secure their canopy or structure with weights behind the booth, provide their own lighting fixture, and fully enclose their booth if required by the health department. ToT will not provide Vendor with any items or services outside of access to electricity.

Premium Booth – Vendors who require more than a 10'x10' space or cooking on-site (e.g., grill, fryers, propane, etc.) MUST purchase a **Premium Package** to accommodate required cooking clearances and safety regulations. Misclassification may result in removal from the event without a refund.

Booth Operating Hours – Vendors are expected to be present in their booth during all hours of event operation. During operation hours, Vendor booths must have a person-in-charge present at all times. If Vendor's booth is vacant, non-operational, or missing a person-in-charge during operation hours, Vendor may result in removal from the event without a refund.

Flyering & Solicitation – Vendor may only solicit its products and services including distributing fliers no greater than ten (10) feet around Vendor's booth and shall not obstruct other vendors from doing business with attendees.

Booth Location – Vendors will not be able to choose their booth location. Vendor's actual location will be determined by ToT as necessary to accommodate for any changes made by ToT to the map layout. ToT will in turn make sure to communicate any changes to the map layout to affected Vendors. Locations are a first come first serve availability and booth change requests are not guaranteed.

Exclusivity - Tao of Tomorrow does not offer exclusivity, either category or product, to any Vendor. Vendor understands there may be competing vendors with the same or similar products/services.

Description of Products and Services - Vendors must describe in full detail the nature of their business, including listing all products and services to be displayed or sold. Each item must be approved by Tao of Tomorrow and any items not approved must be removed from display.

Beverages – No glass bottles permitted. Water bottle sales will not be permitted from all vendors. Water bottle sales for the Lunar Legacy Event will be sold exclusively by Tao of Tomorrow.

Electricity – Each booth will be provided with one (1) three-pronged electrical outlet within 25 ft of their booth. Vendors will receive an outlet which runs a maximum of 3 amps or 360 watts per booth. Vendors must provide their own extension cords (minimum 25 ft, outdoor-rated). Limited power is available and must be requested in advance. Additional fees will apply should the Vendor require additional power.

Security – Night-time Security shall patrol event grounds during non-operational hours. Night time security will begin Saturday night and end Monday morning. ToT is not liable for any loss or damage to items and recommends Vendor has special event insurance. ToT recommends Vendor remove all inventory and fully enclose their booth using tarp or similar material each night.

Seller's Permit – Individual seller's permits are not required, as the Organizer will obtain and issue the necessary permits for all approved vendors participating in the Lunar Legacy Event.

Health Code – Vendors selling food must comply with all health codes, have a proper health permit, and be prepared for inspection by the OC Health Care Agency by 10:00 AM on Saturday, October 4, 2025. Open Food vendors must fully enclose their booth with walls or mesh. ToT will provide access to a 3-compartment hot/cold sink and waste disposal (coal, oil, trash) within 100 feet of their space. All vendors selling food will be located within 200 feet of a restroom facility. Vendors will be billed for any damages as a result of improper disposal of waste, charcoal, and oil.

Fire Code – Open food vendors that are cooking with an open flame shall ensure that such flames are positioned away from any tent or canopy. Cooking equipment with any open flame such as burners, grills, deep fryers, or similar, must not have any flammable surfaces underneath, must be at least 10 feet away from any canopy structure, and not accessible or within reach to event patrons. All open food vendors must have a 2A:10BC-type fire extinguisher with current service tag or receipt if purchased within the past 365 days. If deep frying, Vendor must also have a K-type extinguisher. Fire extinguishers must be elevated 4-5 feet high from the ground and be readily accessible at all times. Propane tanks must be placed inside a crate or fastened securely to a stable structure.

Sound Code – Vendors are prohibited from using any form of amplified sound in or around their booth.

Crowd Management – Vendors must ensure that booth lines do not obstruct walkways or other vendors using colored duct tape, stanchions, or personnel to direct guests into an organized line. This includes Food Vendor Booth lines, Exhibitor spin-the-wheel game line, and other activities which draw large crowds of people. Vendors who do not manage their crowds will be prohibited from operating.

Helium Balloons – Helium balloons may not be distributed or sold inside or outside the Event. With the prior approval from Tao of Tomorrow, helium balloons may be used when they are permanently affixed to a booth display. If helium balloons are released for any reason within the Event, labor and equipment costs associated with the removal of the balloons shall be charged to Vendor.

Non-Profit Discount – Tao of Tomorrow provides a non-profit discount with the following conditions:

- 1. Non-profit may only distribute info about their cause and solicit charitable contributions within 10' of booth. Non-profit may not sell any goods or services or be a game booth.
- 2. Non-profit must provide a copy of their determination letter from the IRS or California Franchise Tax Board as evidence of nonprofit status.
- 3. All paperwork shall list Non-profit's name.
- 4. Booths will be inspected to ensure all products and services are under the Non-profit's name.

Prohibited Activities – Vendors shall not share or sublease any part of their booth space for any other business other than what was written on Vendor Application. Vendors may not display, sell, distribute, promote, or use any of the following: illicit drugs, alcohol, cigarettes, e-cigs, fireworks, firearms, weapons, or any items that promote casinos/gambling and vulgar/offensive/sexually explicit materials as judged by Tao of Tomorrow. Such judgment by ToT shall be final. Vendors may be requested to remove a product or service displayed at their booth if deemed unsuitable by ToT, and such decision shall be final. Vendor agrees that ToT shall not be liable for any damages or losses, pecuniary or otherwise, foreseen or unforeseen, incurred by Vendor as a result of such action.

Anti-Harassment Policy – Tao of Tomorrow prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker, or any person working for or on behalf of ToT. The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic
 material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect
 toward an individual or group because of national origin, race, color, religion, age, gender,
 sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other
 protected status.

Liability & Additional Regulations – Tao of Tomorrow shall not be responsible for any loss to Vendor due to natural causes or force majeure including, but not limited to, rain, thunder and lightning, and wind. Vendor agrees to indemnify and hold harmless, Tao of Tomorrow, its officers and directors, agents, representatives, and employees from any and all claims, damages, losses and liabilities arising from the Vendor's participation with the Lunar Legacy Event. ToT assumes no responsibility for damaged or lost articles/booths/exhibits belonging to Vendor. Vendor agrees to comply with all the regulations of the facility hosting the Lunar Legacy Event and all federal, state, and municipal laws, including health and safety. Vendor agrees to be responsible for collection and reporting of sales tax as required by law. Vendor shall be responsible for obtaining all licenses, permits, health certificates or items required by governmental agencies in order that Vendor's booth may be lawfully operated. ToT has full authority to stop Vendor from operating, without refund, should Vendor sell or promote products and/or services other than those stated in Vendor's application. ToT reserves the right to remove any Vendors from the Lunar Legacy Event for any reason.