

# CIBA Gathering 2017

## Vendor Form

share your work · share your knowledge · share your culture

Client

**California Indian Basketweavers Association**

428 Main Street

Woodland CA 95695

530.668.1332

ciba@ciba.org

Vendor

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Fee, \$200.00

Office use only

Paid: \_\_\_\_\_

Booth Number: \_\_\_\_\_

### Host location will provide:

- 10x10' space, one (1) 8' table and two (2) chairs (additional chairs available). Vendor is responsible for moving.
- One (1) black linen will be provided for (1) 8' table.
- Table signage –do not touch signs can be provided with advance notice.
- Basic electrical hook-up – One (1) electrical cord will be provided to outlet.
- Identification badge for the vendor.

Additional display racks, pedestals, etc. may be used but must be provided by the vendor.

Note: It is the vendor's responsibility to ensure their work is displayed in a manner that protects his or her artwork and the public from harm. The tables provided may not be suitable for the safe display of all works.

The museum will provide an overnight security presence on Friday, June 23 and Saturday, June 24; however, the museum accepts no liability for damage or loss of artwork.

### California Seller's Permit:

Each vendor must have a valid California Seller's Permit in order to set up your table. You are responsible for obtaining your own California Seller's Permit. If you have any questions regarding the permit application, contact the State of California Board of Equalization at 1.800.400.7115 or visit their website at [www.boe.ca.gov](http://www.boe.ca.gov) (form number 400 SPA).

Allow at least three (3) weeks for your permit to be processed and sent to you.

A copy of the permit is required before vendor is able to load in and facilitate any sales.

A check in table will be onsite during load in to answer any questions.



## Criteria:

- Vendors will be CIBA Members
- Vendor Booths will be assigned and paid in advance ONLY
- Merchandise will be of a traditional Native American nature
- Vendor will be responsible for all his/her equipment
- It is the vendor's responsibility to ensure their work is displayed in a manner that protects his or her artwork and the public from harm however; the museum accepts no liability for damage or loss of artwork.
- Vendor's work must be their original work and in traditional Native American in nature.
- Vendor must comply with current state, national and international laws and regulations with regard to the use of endangered species materials in their works. Use of such materials should be disclosed, in writing.
- Stabilized turquoise, man-made or synthetic stones or materials must be disclosed to the consumer.
- All merchandise and sales must adhere to the Public Law 101-644, the Indian Arts and Crafts Act of 1990.
- Each vendor must have and provide the board and museum staff a current valid California Seller's Permit from the State Board of Equalization. Please refer to #6 below.

## CIBA Contract Agreement:

1. The Vendor (listed above) agrees to hold harmless the Autry (Museum), its officers, directors, employees, partners, associates, affiliates, joint ventures, agents, consultants and representatives from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Vendors may sustain, incur, suffer or be put to at any time either before, during or after the expiration or termination of the Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Vendor or any agent, or employee of the Vendor pursuant to this Agreement, excepting liability arising out of the independent negligent acts of the Museum.
2. The Vendor shall be responsible for obtaining any and all insurance necessary for the Vendor, the artwork, and any employees as deemed necessary by the Vendor. VENDOR agrees to abide to all applicable laws as they relate to health and safety codes.
3. The Vendor agrees that CIBA and the Autry Museum has the right to establish and enforce all rules and regulations, as it deems proper for the benefit of the Gathering, and the safety and security of all participants, attendees, Museum staff and property. Either party may have the right to terminate this agreement with a 10-day prior written notification of the termination date
4. Vendors must be present and remain on-site throughout the Gathering as checked on the vendor application.
5. Vendor agrees to document and manage all sales transactions for their work, and shall be responsible for the collection, accounting and reporting of all sales tax to the State of California.
6. Each Vendor selling any item at the Autry MUST have a current valid California Seller's Permit from the State Board of Equalization. If you do not have a permanent California Seller's Permit you may obtain a temporary Seller's Permit for the duration CIAB Gathering. It is essential that each Vendor obtain his/her own Seller's Permit. Should you have any questions regarding the permit application contact the State of California Board of Equalization at 1-800-400-7115 or access their website at [www.boe.ca.gov](http://www.boe.ca.gov). A copy of the Seller's Permit MUST BE ON FILE at the Gathering Registration Booth as the State monitors all financial activities for infractions. Failure to produce a current valid Seller's Permit will result in exclusion from the CIBA Gathering. No refund of Vendor Fees will be issued for Vendor's failure to secure a Seller's Permit.
7. This Instrument contains the entire Agreement of the parties relating to the CIBA Gathering and the parties have made no other agreements, representations or warranties relating to the Gathering which are not set forth hereof. No waiver or modification of this Agreement will be valid unless made in writing and signed by both parties.
8. CIBA POLICY: Vendor acknowledges and accepts CIBA'S "NO ALCOHOL, NO DRUGS" Policy.

I acknowledge that I have read and agree to all the guidelines and terms of the Agreement between the CIBA, the Museum and the Vendor for the 2017 CIBA Gathering taking at the Autry; 4700 Western Heritage Way, Los Angeles, CA 90027. Further, I release and hold harmless the Museum and all others, as indicated in Term #1 of this Agreement, from any liability whatsoever.

Please tell us what dates you plan to set up at Gathering 2017

Friday June 23 10-4

Saturday June 24 10-5

Sunday June 25 10-5

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Vendor

Date

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CIBA Chairperson

Date

