



ASIAN CULTURAL FESTIVAL VENDOR APPLICATION



SATURDAY, MAY 6, 2017

Application deadline for Vendors is APRIL 30, 2017. The 8th Annual Asian Cultural Festival is Saturday, May 6th, from 10:00am – 6:00pm

Applicants must submit 1) payment, 2) cleaning deposit, and 3) Signed Vendor Application.

Site of the festival will be at the Mira Mesa Community Park, located at 8575 New Salem Street, San Diego, CA 92126

INSTRUCTIONS: Provide all information below *clearly* and *legibly* or your application will be returned.

Business Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____

E-mail: _____

PAYMENT and CEANING DEPOSIT are payable to "National Asian American Coalition" and mailed to:

**Silk Road Productions
P.O. BOX 33853
SAN DIEGO, CA 92163**

If you wish to charge your Vendor Fee with **Credit/Debit Card**, (there will be 3% surcharge on card payments)

Visa / Master Card / Amex ***

Card # _____

Name on Card _____

Exp. Date _____ CSC # _____

Billing Address & Zip _____

Signature: _____

____ YES, I want to be a VENDOR

The festival will provide 1 table and 2 chairs to nonfood vendors only. **All vendors must supply their own canopy.** No discount will be given for providing your own equipment.

ALL vendors must include CLEANING DEPOSIT of \$100 (check will not be cashed – see next page).

Please check which booth applies to you:

- Arts and Craft Vendors (**must** be handmade) \$ 75
- Nonprofit booth (501c3) here: _____ \$150
- Commercial booth \$250
- 10x10 single item food space* - call for more information
- 10x10 food space* (no tent/table/chair supplied) \$300
- 10x20 food space* (no tent/table /chair supplied) \$450

Please check box below if you need electricity or a canopy.

- Electricity \$ 50
- Tent/Canopy Rental \$ 75

Note: **Applications with payment received before 1/31/17 will receive 10% off space rental.** However, there will be a **late processing fee of \$50** if received after 4/30/17 – See Agreement

Provide description of what you will be providing (or menu):

*Food Vendors must include Health Permit (TFF # and expiration date)

*Limit of one food vendor type. with some exceptions

____ I want to buy an ADVERTISEMENT in the official program book (all vendors are offered 25% off ad prices*)

Please check the size of your ad: Reg. \$ Discount

- Inside front cover (8.5 x 11)..... \$200 \$150
- Inside back cover (8.5 x 11)..... \$200 \$150
- Inside full page (8.5 x 11)..... \$150 \$112
- Inside ½ page (8.5 x 4.5)..... \$80 \$60
- Inside ¼ page (4.25 x 4.5)..... \$40 \$30
- Business card (4.25 x 2)..... \$20 no discount

Ad MUST be in no later than April 12, 2017.

File format: JPEGs, PDF, EPS, or TIF at 300 dpi

VENDOR BOOTH RENTAL AGREEMENT

The Asian Cultural Festival Organizing Committee hereinafter referred to as ACFOC, permits the vendor listed at the bottom of this agreement, hereinafter referred to as VENDOR to use the Rental Booth facilities for May 6, 2017, in accordance with the following agreement. Please read each box below and initial each, indicating you read, understood, and accept the terms of this agreement:

BEFORE ACF - Initial here _____

1. VENDOR agrees to observe and comply with all existing policies which in any manner affect or relate to the use of the booth space rental.
2. ACFOC reserves the right to evict anyone violating any rule outlined herein, or violating any other rule or regulation.
3. **VENDOR may not sub-let any portion of the booth rental space, without the prior written consent of ACFOC.**
4. Refunds for booth space rental cancelation before April 30, 2017 will be at 50% of booth cost. No refunds will be given after April 30, 2017 unless the event is canceled. Weather will not be grounds for refunds, full or partial, unless weather causes cancellation of event. **We cannot guarantee weather conditions or event attendance.** Card payments will incur a 3% surcharge. No refunds will be given if expectations are not met. You alone are responsible for your expenses and losses.
5. Approximately one week prior to the Asian Cultural Festival you will receive the directive for the day's set up and break down procedures.

DURING ACF - Initial here _____

1. Booth spaces are rented for ACF 2016 only. **Booth Space Rental shall begin at 8:00 AM and end at 6:00 PM on May 6, 2017.**
2. **All vendors must supply their own canopy, unless renting from us. Additional items have an additional cost.**
3. The Booth space must be accepted as assigned. VENDORS are **not permitted to remove and/or relocate** the rental booth from the assigned spot without prior approval of ACFOC. It is our right to relocate the rental booth should it deem necessary.
4. The VENDOR **may not operate any music device**, such as music equipment, computer, stereo, DJ equipment without obtaining consent from ACFOC. Operation of such devices without permission will result in VENDOR to cease activity.
5. ACFOC reserves the right to deny sale or display of objectionable or offensive materials. ACFOC may inspect information being distributed or the products being offered for sale by VENDOR, and restrict or deny distribution of any item ACFOC considers inappropriate.

CLEANING DEPOSIT CHECK - Initial here _____

1. **VENDOR must submit a separate check for \$100 as CLEANING DEPOSIT.** Cleaning deposit check is returned **unless terms are violated.** *If paying with card, see #6 below.*
2. The VENDOR shall remove its property and **clean up all trash and waste material** in and around the Rental Booth Space by end of day or lose the cleaning deposit of \$100. Site must be left in the same (or better) condition in which you arrived.
3. VENDOR is responsible for losses, damages, and expenses of any kind resulting from the use of the rental space. **Any damage to rental items will result in forfeiture of deposit check and a charge for damages.**
4. VENDOR shall remove all property and **clean up all trash and waste material** in and around the rental booth space by end of day on the day of the event or forfeit the cleaning deposit. Site must be left in the same condition as arrival.
5. VENDOR **may not vacate the event without first checking out with staff.** Departing without check-out, and/or if your area and equipment fails inspection, forfeits cleaning deposit. Once inspection is complete, deposit check will be returned.
6. **Deposit checks not collected at the end of the day will be forfeited and cashed.** *In the case of credit/debit card payment, IDs will be collected as deposit on day of the event.*

RIGHTS & RESPONSIBILITIES - Initial here _____

1. This Agreement shall be subject to the applicable laws of California. Any disputes shall be brought before the courts of San Diego, California.
2. VENDOR indemnifies and agrees to hold the ACFOC, National Asian American Coalition, the City and County of San Diego and any associated agencies affiliated with the festival event and their members, officers, directors, and employees, harmless against any and all liability whatsoever arising from any claim made against ACFOC or loss incurred by VENDOR as a result of or in any way arising from, relating to, or connected with the obligations identified within Agreement including loss or liability caused by active negligence, except loss or liability caused by sole negligence or willful conduct. This shall survive any termination of this rental agreement.
3. Vendor understands that they may be photographed or video recorded and you agree to allow photo, video, or film likeness to be used for any legitimate purpose by the organizers.
4. This agreement indicates your willingness to abide by all terms, conditions, and general regulations listed on this document as well as such additional rules and regulations as necessary, provided these do not materially alter the vendor's contractual rights.

Signature _____ Date: _____

Checks are payable to "National Asian American Coalition." Application deadline is April 30, 2017.

Mail **1) Payment Check or card info, 2) \$100 Cleaning Deposit Check, 3) Application, and 4) signed Booth Rental Agreement** to:

Silk Road Productions, P.O. BOX 33853, SAN DIEGO, CA 92163