



# ASIAN PACIFIC CULTURAL FESTIVAL VENDOR APPLICATION



SATURDAY, SEPTEMBER 30, 2023

Application deadline for Vendors is **AUGUST 31, 2023**. The Asian Pacific Cultural Festival is Saturday, September 30, from 10:00am – 5:00pm

Applicants submit payment and signed Vendor Application. **Only Food Vendors need to submit a cleaning deposit.**

Site of the festival will be at the Mira Mesa Community Park, located at 8575 New Salem St, 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 CLEANING DEPOSIT are payable to "Asian Culture and Media Alliance" and mailed to:**

ACMA  
3505 Camino Del Rio S,  
STE 305, SD, CA 92108

If you wish to charge your Vendor Fee with Credit/Debit Card, (there will be 4% 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 Asian Pacific Cultural Festival will provide 1 table and 2 chairs to vendors. Vendors will be placed on the grass field of the Mira Mesa Community Center. **Tents/Canopies are not provided** unless you opt to rent one and indicate in the space below by checking the box.

Please check which booth applies to you:

- Arts and Craft Vendors (**must** be handmade) \$150
- Nonprofit - (501c3) here: \_\_\_\_\_ \$250
- Commercial Vendor \$350 each X \_\_\_\_\_ \$\_\_\_\_\_
- Food Vendor (10x10) \$400
- Food Vendor (10x20) \$780

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

- Electricity \$ 90
- Tent/Canopy Rental (nonfood only) \$150

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

\_\_\_\_\_  
\_\_\_\_\_

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

TFF Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**Food Vendors must also include a \$100 cleaning deposit as a SEPARATE check.** See second page about cleaning deposit.

**Early bird special – take 10% off the vendor price if application is submitted with payment before May 31, 2023!**

## \_\_\_\_ 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 (5.5 x 8.5) ..... \$300 \$150
- Inside back cover (5.5 x 8.5) ..... \$300 \$150
- Inside full page (5.5 x 8.5) ..... \$80 \$60
- Inside ½ page (5.5 x 4) ..... \$40 \$30
- Business card (4.25 x 2).....\$10 no discount

**Ad MUST be in by August 31, 2023.** File format: JPEG, PDF, EPS, at 300 dpi



# VENDOR BOOTH RENTAL AGREEMENT



The Asian Pacific Cultural Festival Organizing Committee hereinafter referred to as APCFOC, permits the vendor listed at the bottom of this agreement, hereinafter referred to as VENDOR to use the Rental Booth facilities for September 30, 2023, 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 \_\_\_\_\_

- 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.
- APCFOC reserves the right to evict anyone violating any rule outlined herein, or violating any other rule or regulation.
- VENDOR may not sub-let any portion of the booth rental space, without the prior written consent of APCFOC.
- Refunds for booth space rental cancelation before August 31, 2023 will be at 50% of booth cost. No refunds will be given after August 31, 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 4% surcharge. No refunds will be given if expectations are not met. You alone are responsible for your expenses and losses.
- Approximately one week prior to the Asian Pacific Cultural Festival you will receive the directive for the day's set up and break down procedures.

### DURING ACF - Initial here \_\_\_\_\_

- Booth spaces are rented for APCF 2023 only. **Booth Space Rental shall begin at 8:00 AM and end at 5:00 PM on September 30, 2023.**
- All vendors must supply their own canopy, unless renting from us. Additional items have an additional cost.**
- 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 APCFOC. It is our right to relocate the rental booth should it deem necessary.
- The VENDOR **may not operate any music device**, such as music equipment, computer, stereo, DJ equipment without obtaining consent from APCFOC. Operation of such devices without permission will be result in VENDOR to cease activity.
- APCFOC reserves the right to deny sale or display of objectionable or offensive materials. APCFOC may inspect information being distributed or the products being offered for sale by VENDOR, and restrict or deny distribution of any item APCFOC considers inappropriate.

### CLEANING DEPOSIT CHECK - Initial here \_\_\_\_\_

- FOOD VENDORS 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.*
- 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.
- 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.**
- 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.
- 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.
- Deposit checks not collected at the end of the day will be forfeited and cashed.**

### RIGHTS & RESPONSIBILITIES - Initial here \_\_\_\_\_

- This Agreement shall be subject to the applicable laws of California. Any disputes shall be brought before the courts of San Diego, California.
- VENDOR indemnifies and agrees to hold the APCFOC, ACMA, 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 APCFOC 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.
- 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.
- 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 "ACMA." Application deadline is August 31, 2023. Mail 1) Payment Check or card info, 2) (if a food vendor) SEPARATE Cleaning Deposit Check, 3) Completed Application, and 4) signed Agreement to:

ACMA, 3505 Camino Del Rio S, STE 305, SAN DIEGO, CA 92108