

FOR OFFICIAL ACF USE ONLY

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ASIAN CULTURAL FESTIVAL – MAY 1, 2011

VENDOR APPLICATION

Application deadline for Vendors is APRIL 15, 2011.

Applicants must submit a Participant Application as well as the corresponding Agreement Form in the pages to follow.

Payment and Deposit payable to "MABUHAY ALLIANCE" and mailed, along with all forms to:

Asian Cultural Festival, P.O. BOX 33853, SAN DIEGO, CA 92163

INSTRUCTIONS: Provide all information then specify the purpose of your application by checking the corresponding space on the left hand side

Organization/Business Name: _____ Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Business Number: _____ Office Fax: _____ Cell Phone: _____

Organization Website: _____ E-mail Address: _____

I want to give a DONATION

Please indicate how much money you would like to donate: \$ _____. You will be recognized for your contribution to the event.

I want to be a VENDOR

The Asian Cultural Festival will provide 1 (10x10) tent, 1 table, and 2 chairs. No discount will be given for providing your own equipment.

ALL vendors must include deposit check of \$150 (will not be cashed – see next page). ALL vendors requiring electricity must pay an additional \$50. Please check box below if you need electricity.

Please check which booth applies to you:

- Nonprofit organization booth (providing information only).....\$100
- Nonprofit organization booth (selling of products).....\$150
- Commercial booth (providing information only).....\$200
- Commercial booth (selling of products).....\$250
- 10x10 space food booth (only 2 tables & 4 chairs provided).....\$300
- 10x20 space food booth (only 3 tables & 6 chairs provided).....\$400

Please check box below if you need electricity.

- Electricity (\$50 dollars)

Please provide brief description of the information or products you will be providing at the festival:

Note: There will be a **late processing fee of \$50** after April 15, 2011 – See Booth Rental Agreement

Nonprofits, enter 501c3 here - _____

Special Instructions for FOOD VENDORS only:

You need to complete and submit additional following document: (Temporary) Current County Health Permit, Current Food Handler's Permit, Certificate of Insurance

I want to have an ADVERTISEMENT in the souvenir program

Design specifications:

- High resolution JPEGs, PDF, EPS, or TIF files are ok.
- Set up ad for your specified page size
- Specify color or black & white for the ad
- Digital image resolution must be at least 300 dpi or higher
- Word documents are also accepted without pictures or images.

Please check the size of your advertisement:

- Outside back cover (8.5 x 11).....\$1,000 / Color only
- Inside back cover (8.5 x 11)..... \$500 / Color only
- Inside front cover (8.5 x 11)..... \$500 / Color only
- Inside full page (8.5 x 11)..... \$175 / Color
- Inside full page (8.5 x 11)..... \$120 / Black & White
- Inside ½ page (8.5 x 4.5)..... \$80 / Color
- Inside ½ page (8.5 x 4.5).....\$60 / Black & White
- Inside ¼ page (4.25 x 2.25).....\$40 / Black & White only
- Business card (3.5 x 2).....\$20 / Black & White only

Please check one of the following:

- Our company/organization will provide the full design of the ad in accordance with the specifications put forth, and will **submit the fully designed advertisement to the ACF Organizing Committee by April 4, 2011.**
- Our company/organization requests that the ACF design our ad. We understand that all ad information (i.e. text style, company logo, etc) must be **submitted to the ACF Organizing Committee no later than March 11, 2011.**



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 in accordance with the following agreement:

BEFORE THE FESTIVAL

1. The VENDOR agrees to observe and comply with all existing policies which in any manner affect or relate to the use of the Rental Booth.
2. The ACFOC reserves the right to evict anyone violating any of the rules outlined herein, or violating any other rules and regulations.
3. The VENDOR may not sub-let any portion of the rental booth space, without the prior written consent of ACFOC.
4. Refunds for booth rental before April 15, 2011 will be at 50% of booth cost. No refunds will be given after April 15, 2011 unless the event is canceled. Weather conditions will not be grounds for refunds, full or partial, unless weather causes cancellation of the event.
5. One week before the festival you will be required to read and understand directives for the day's set up and break down procedures.

DURING THE FESTIVAL

6. Booths are rented for the duration of ACF 2011 only. **Rental shall begin at 7:00 AM and end at 6:00 PM** on May 1, 2011.
7. ACFOC agrees to provide (1) Canopy, (1) Tables & (2) Chairs, during the event to all non-food selling VENDOR's. **Additional items have a cost.**
8. The Booth 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 ACFOC's right to relocate the rental booth should it deem necessary.
9. The VENDOR **may not sell or provide water, soda, or any beverages** without consent of ACFOC. ACFOC will handle distribution of beverages.
10. 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 and termination of electricity without refund.
11. ACFOC reserves the right to inspect the information being distributed or the products being offered for sale by the VENDOR, and restricts the distribution of any item it considers as in violation of existing federal, state, and local laws and ordinances and shall retain the right to disallow what it deems inappropriate for the event. ACFOC reserves the right to deny sale or display of objectionable or offensive materials.

VENDOR DEPOSIT

12. **VENDOR must remit a second check for \$150 as deposit for vendor space.** Deposit check will be returned after the festival and **will not** be cashed unless terms are violated.
13. The VENDOR shall remove its property and **clean up all trash and waste material** in and around the Rental Booth by 7:00 PM on event day or lose the deposit of \$150. Site must be left in the condition in which you arrived.
14. Any VENDOR found violating the terms of this agreement – such as selling or distributing soda or water, playing music without prior permission, etc – will have their booth closed at the festival with no refund on vendor space rental or deposit.
15. The VENDOR shall be solely responsible for all-losses, cost, damages and expenses of any kind whatsoever resulting from or incidental to the use of the Rental Booth. **Any damage to rental materials, such as the booth canopy, will result in forfeiture of deposit check.**
16. VENDOR cannot leave the festival grounds without first checking out with ACFOC staff. Once site inspection is complete, deposit check will be returned. Breaking down and leaving without checking out will result in forfeiture of deposit check.

OVERALL RIGHTS & RESPONSIBILITIES

17. This Agreement shall be subject to the applicable laws of California. Any disputes arising from this Agreement shall be brought before the county courts of San Diego, California.
18. The VENDOR indemnifies and agrees to hold the ACFOC, Mabuhay Alliance, the City of San Diego and any associated agencies affiliated with the festival event and their members, officers and directors, and employees, harmless against any and all liability (including court costs and attorney's fees) whatsoever arising from any claim made against ACFOC or loss incurred by the VENDOR as a result of or in any way arising from, relating to, or connected with the obligations identified within this VENDOR's Agreement including loss or liability caused by active negligence, except loss or liability caused by sole negligence or willful conduct. This hold harmless and indemnification obligation shall survive any termination of this rental Agreement. VENDOR holds harmless ACFOC, Mabuhay Alliance, the City of San Diego and any associated agencies affiliated with festival event area any filed claims associated with product liability such as negligence, strict liability, breach of warranty and consumer protection claims. The VENDOR will act as the sole, distributor, supplier and/or manufacturer of products sold in ACF, hence will be solely held liable for claims associated with products sold to customers at ACF only.
19. This agreement for Booth Space at the 2011 ACF indicates the VENDOR's willingness to abide by all accompanying terms and conditions and general regulations listed on this document as well as such additional rules and regulations as ACFOC deems necessary for the success of the ACF, provided these latter do not materially alter the Participant's contractual rights.
20. Applications received after April 15, 2011 will incur a **late processing fee of \$50** at the discretion of the ACFOC.

_____ **By initialing here, I confirm that I have read ALL the conditions to this Vendor Booth Agreement.**

Name of vendor (please print legibly)

Name of business or organization (please print legibly)

Signature of Vendor

Date Signed



ADVERTISEMENT AGREEMENT

1. **Materials.** Materials will not be returned to Advertiser unless specifically requested by Advertiser.
2. **Payment with order.** Payment in full is due within thirty (30) days of the initial invoice date. Advertising privileges will be suspended on accounts over 90 days past due. All expenses and legal fees incurred in collecting outstanding invoices will be paid by the Advertiser. Mabuhay Alliance (MA), as the fiscal agent for the Asian Cultural Festival, and the Asian Cultural Festival Organizing Committee (ACFOC) reserve the right to require payment in advance of publication.
3. **Submission of materials.** Advertiser shall submit to MA and the ACFOC all advertising and editorial materials no later than **April 4, 2011** by the end of business day. No cancellations are accepted after closing dates without written agreement from MA and the ACFOC.
4. **Rejection of advertisement materials.** The ACFOC reserve the right to reject any advertisement at any time after receipt of proof of text, copy and/or illustrations, even though a prior similar order may have been approved. The ACFOC have the right to omit any advertisement when the space allotted to advertising has been filled. Unintentional or inadvertent failure to publish advertising invalidates the insertion order for that issue only. Failure of the ACFOC to insert any advertisement shall be considered immaterial and shall not constitute a breach of this Agreement, nor shall ACFOC be liable for damages thereof.
5. **Failure to publish.** MA and the ACFOC shall not be liable for any damages for failure to fulfill an order for any reason whatsoever, including but not limited to labor disputes, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, act of God, or any other circumstances. In such event, Advertiser's sole remedies shall be those in paragraph 4 above.
6. **Use of advertisement space.** Any specification or order for the use or non-use of any particular page or position where the advertisement is to be inserted shall be treated as a request only, and MA and the ACFOC shall not be obligated to comply with said request. In the event said request for position is granted, Advertiser shall pay an additional position charge.
7. **Cancellation of agreement.** MA and ACFOC reserve the right to cancel this Agreement at any time upon failure to pay after SEVEN calendar days after receiving the ad.
8. **Lawsuits.** In the event MA and the ACFOC must employ an attorney to collect sums due hereunder or to enforce compliance by Advertiser with any of the terms of this Agreement, Advertiser shall pay to MA and the ACFOC's attorney's fees and other costs incurred by MA and the ACFOC in connection with any legal actions and appeals thereof.
9. **Indemnification.** Advertiser shall indemnify MA and the ACFOC and hold MA and the ACFOC harmless from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against MA and the ACFOC on grounds alleging that any advertisement submitted hereunder by or on behalf of Advertiser violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights. Advertiser agrees at Advertiser's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against MA and the ACFOC, provided that MA and the ACFOC shall promptly notify Advertiser with respect thereto. The Advertiser shall reimburse MA and the ACFOC for any amount paid by MA and the ACFOC in settlement of claims or in satisfaction of judgments obtained by reason of publication of such advertising copy, together with all expenses incurred in connection therewith, including but not limited to, reasonable attorney's fees and court costs.
10. **Representation.** This writing contains the entire Agreement of the Parties. No representations were made or relied upon by either party, other than those expressly set forth in this Agreement. No agent, employee or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by a duly authorized officer, employee or representative of the respective parties.
11. **Validity.** Should any part of this Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such part, parts, or portion which may, for any reason, be hereafter declared invalid.

___ I have read, understand and comply with all conditions set forth in this advertising agreement.

Business/Organization: _____

Contact Name: _____

Signature: _____

Date: _____