



VENDOR APPLICATION

Application deadline for Vendors is Monday **September 7, 2018**. FilAmFest is Saturday, October 27, 2018 – 10:00am - 6:00pm.

A completed application consists of: (A) Vendor Application, (B) Booth Rental Agreement, (C) Deposit, (D) Payment, and (E) additional documents: TFF Permit, State Sellers Permit, IRS 501(c)(3) Letter, etc.

PAYMENT and DEPOSIT payable to **“Barangay Arts & Cultural Movement (BACM) % Asian Pacific Islander Community Actions (APICA)”** and mailed, along with all forms to:
BACM % APICA, P.O. Box 390681, San Diego, CA 92149-0681

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: _____ Fax: _____ Cell Phone: _____

Organization Website: _____ E-mail Address: _____

ALL vendors must include DEPOSIT check of \$150 (will not be cashed – see next page).

‘Space Only’ = designated 10 x 10 SPACE ONLY, no chairs, tables, canopy, or electricity

‘Full Booth’ = desinganted 10 x 10 space, (1) table, (2) chairs. NO canopy, NO electricity

ALL vendors requiring electricity must pay an additional \$65. Please check box below if you need electricity.

PLEASE NOTE: All Vendors that need a 10x10 canopy must pay an additional \$85. Otherwise, please provide your own canopy.

*****ALL VENDORS MUST HAVE A TENT, EITHER BY PROVIDING YOUR OWN OR RENTING ONE FROM FILAMFEST**

Please check which booth applies to you:	<u>Space Only</u>	<u>Full Booth</u>	Brief description of what you will be providing at the festival:
Arts & Crafts*	<input type="checkbox"/> \$100	<input type="checkbox"/> \$150	_____
Nonprofit/Government	<input type="checkbox"/> \$150	<input type="checkbox"/> \$200	_____
Commercial Vendor	<input type="checkbox"/> \$225	<input type="checkbox"/> \$275	_____
Food Truck	<input type="checkbox"/> \$350		_____
10x10 food space	<input type="checkbox"/> \$450		
10x20 food space	<input type="checkbox"/> \$600		
10x20 Commercial Tent	(Please Inquire)		

Please check box below if you need electricity. Electricity (\$65.00) _____

Please check box below if you need a (1) 10x10 canopy. 10x10 Canopy (\$85.00) _____

Note: There will be a late processing fee of \$50 after Septemeber 7, 2018.
IRS 501(c)(3) Tax ID, or TFF# below

Special Instructions for VENDORS only:

*Arts & Crafts vendors are hand made non-manufactured products. Space Only refers to no equipment. Full Booth Rental includes (1) table & (2) chairs.

Food vendors - Attach a copy of your current San Diego County Temporary Food Facility Permit. Circle your type of food: **PRE-PACKAGED ONLY** or **OPEN FOOD**

Non-food vendors attach a copy of either State Sellers Permit or IRS 501(c)(3) Letter.



I want to have an ADVERTISEMENT in the souvenir program (optional extra cost)

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.

<input type="checkbox"/> Inside back cover (8.5 x 11)	\$500
<input type="checkbox"/> Inside front cover (8.5 x 11)	\$500
<input type="checkbox"/> Inside full page (8.5 x 11)	\$200
<input type="checkbox"/> Inside ½ page (8.5 x 4.5)	\$125
<input type="checkbox"/> Inside ¼ page (4.25 x 4.5)	\$50
<input type="checkbox"/> Business card (4.25 x 2)	\$25



BOOTH RENTAL AGREEMENT

Barangay Arts & Cultural Festival, hereinafter referred to as BACM, permits the vendor listed at the bottom of this agreement, hereinafter referred to as VENDOR to use the Rental Booth facilities for October 27, 2018, in accordance with the following agreement:

BEFORE THE FESTIVAL - Initial here to indicate you have read and agree to the terms of this section

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. BACM 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 sublet any portion of the rental booth space, without the prior written consent of BACM.
4. Refunds for booth rental before September 7, 2018 will be at 50% of booth cost. No refunds will be given after September 7, 2018 unless the event is canceled. Weather conditions will not be grounds for refunds, full or partial, unless weather causes cancellation of the event.
5. Two weeks and then again one week before the festival you will receive directives for the day's set up and break down procedures.

DURING THE FESTIVAL - Initial here to indicate you have read and agree to the terms of this section

6. **Rental of Space Only or Full Booth w/Equipment shall begin at 8:00 AM and end at 6:00 PM only on October 27, 2018.**
7. For Full Booth rental, BACM agrees to provide (1) Table & (2) Chairs to all NON-FOOD vendors. NON-FOOD vendors can either supply their own canopy or rent one for \$75. **Food vendors must supply their own canopy, meshing and supplies. Additional items have an additional 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 BACM. It is BACM's right to relocate the rental booth should it deem necessary.
9. The VENDOR **MAY NOT SELL OR PROVIDE WATER, SODA, OR ANY BEVERAGES** unless otherwise agreed upon with BACM— only specialty beverage are allowed and only with permission.
10. The VENDOR **may not operate any music device**, such as music equipment, computer, stereo, DJ equipment without obtaining consent from BACM. Operation of such devices without permission will be result in VENDOR to cease activity and termination of electricity without refund.
11. BACM 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 inappropriate. BACM reserves the right to deny sale or display of objectionable or offensive materials.

VENDOR DEPOSIT - Initial here to indicate you have read and agree to the terms of this section

12. **VENDOR must remit a check for \$150 as DEPOSIT for vendor space.** Deposit will be returned and **not** 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 end of 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 BACM 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.
17. **Deposit checks will NOT be returned or mailed after the event.** If you do not get your deposit check at the end of the event, you forfeit your deposit and it will be cashed. **NO EXCEPTIONS.**

OVERALL RIGHTS & RESPONSIBILITIES - Initial here to indicate you have read and agree to the terms of this section

18. This Agreement shall be subject to the applicable laws of California. Any disputes shall be brought before the courts of San Diego, California.
19. The VENDOR indemnifies and agrees to hold BACM, APICA, SDUSD, 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 FAF 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. You understand that at this event or related activities, you 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 event holders, producers, or organizers.
20. Applications received after September 7, 2017 will incur a **late processing fee of \$50** at the discretion of the BACM.

Name of vendor (please print legibly)

Name of business or organization (please print legibly)

Signature of Vendor

Date

REMEMBER TO INCLUDE YOUR \$150 DEPOSIT!