Filipino American Arts & Culture Festival of San Diego (FilAmFest)

VENDOR APPLICATION

Application deadline for Vendors is Weds October 9, 2019. FilAmFest is **Saturday, October 12, 2019 – 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:

"FilAmFest % Asian Pacific Islander Community Actions (APICA)" Please mail application along with all forms to: *FilAmFest % APICA, P.O. Box 390681, San Diego, CA 92149-0681*

INSTRUCTIONS: Provide all information				
Organization/Business Name:				
Organization/Business Type:				
Contact Person:				
Mailing Address:				
City:				
Business Number:	Fax:			
Cell Phone:				
E-mail Address:				
Organization Website:				
Social Media:				

ALL vendors must include DEPOSIT check of \$150 (will not be cashed)

'Space Only' = designated 10 x 10 SPACE ONLY. no chairs, tables, canopy, or electricity 'Full Booth' = designated 10 x 10 space, (1) table, (2) chairs. NO canopy, NO electricity ALL vendors requiring electricity must pay an additional \$80. Please check box below if you need electricity.

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:	Space Only	Full Booth	
Arts & Crafts*	□ \$100	□ \$150	
Nonprofit/Government	□ \$150	□ \$200	
Commercial Vendor	□ \$225	□ \$275	
Food Truck	□ \$350		
10x10 food space	□ \$450		
10x20 food space	□ \$600		
10x20 Commercial Tent (Please Inquire)			

Please check box if you need electricity. □ Electricity (\$80.00) Please check box below if you need a (1) 10x10 canopy. 010x10 Canopy (\$85.00)

TOTAL ENCLOSED (EXCLUDING \$150.00 Deposit):

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.

ADVERTISING (Program Booklet; Please Inquire About Ad Space on Our Website)

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.
- □ Inside back cover (8.5 x 11) \$500
- □ Inside front cover (8.5 x 11) \$500
- □ Inside full page (8.5 x 11) \$200
- □ Inside ½ page (8.5 x 4.5) \$125
- □ Inside ¼ page (4.25 x 4.5) \$50
- □ Business card (4.25 x 2) \$25

BOOTH RENTAL AGREEMENT

Filipino Arts & Culture Festival, hereinafter referred to as FAF, permits the vendor listed at the bottom of this agreement, hereinafter referred to as VENDOR to use the Rental Booth facilities for October 12, 2019, 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. **FAF** 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 **FAF**. 4. Refunds for booth rental before September 7, 2019 will be at 50% of booth cost. No refunds will be given after September 7, 2019 unless the event is cancelled. *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 12, 2019.

7. For Full Booth rental, **FAF** 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 \$85. 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 **FAF.** It is **FAF's** right to relocate the rental booth should it deem necessary.

9. The **VENDOR** MAY NOT SELL OR PROVIDE SODA, OR ANY BEVERAGES unless otherwise agreed upon with **FAF**- 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 **FAF**. Operation of such devices without permission will be result in **VENDOR** to cease activity and termination of electricity without refund.

11. **FAF** 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. **FAF** 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 FAF 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

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 **FAF**, **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, 2019 will incur a late processing fee of \$50 at the discretion of the FAF.

Name of vendor (please print legibly) Name of business or organization (please print legibly)

Signature of Vendor

Date

REMEMBER TO INCLUDE YOUR \$150 DEPOSIT!

FilAmFest % APICA P.O. Box 390681 San Diego, California, 92149-0681