

VIM & VIGOR

VENDOR APPLICATION

SATURDAY, SEPTEMBER 28, 2019

Application deadline for Vendors is September 23, 2019.
Vim & Vigor is Saturday, September 28, 10:00am – 4:00pm

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

Site of the festival will be located at Memorial Park, located at 373 Park Way, Chula Vista, CA 91910

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: _____

Nonprofit org enter 501c3 here: _____

**PAYMENT and CEANING DEPOSIT are payable to
 “Kalusugan Community Services” 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**, please fill out *(3% surcharge will be added to card payments):*

Visa / Master Card / Amex ***

Card # _____

Exp. Date _____ CSC # _____

Billing Address & Zip _____

Signature: _____

 YES, I want to be a VENDOR

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

All FOOD 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) \$ 50
- Nonprofit booth (health related or 501c3) \$ 75
- Commercial booth \$125
- Commercial booth - 10x20 \$235
- 10x10 food space* (no equipment supplied) \$200
- 10x20 food space* (no equipment supplied) \$355

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

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

Check box below if your organization falls under one of the following categories or wellness:

- Environment
- Spiritual
- Mental
- Intellectual
- Physical
- Social
- Career
- Financial
- N/A or Other _____

Note: There will be a **late processing fee of \$50** after September 23, 2019 – See Booth Rental Agreement

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

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

VENDOR BOOTH RENTAL AGREEMENT

The Vim & Vigor Organizing Committee hereinafter referred to as V&VOC, permits the vendor listed at the bottom of this agreement, hereinafter referred to as VENDOR to use the Rental Booth facilities for September 28, 2019, 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 V&V - 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. **V&VOC** 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 V&VOC.**
4. Refunds for booth space rental cancelation before September 23, 2019 will be at 50% of booth cost. No refunds will be given after September 23, 2019 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.** 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 Vim & Vigor you will receive directives for the day's set up and break down procedures.

DURING V&V - Initial here _____

1. Booth spaces are rented for V&V 2019 only. **Booth Space Rental shall begin at 8:00 AM and end at 4:00 PM on September 28, 2019.**
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 **V&VOC**. 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 V&VOC. Operation of such devices without permission will be result in VENDOR to cease activity.
5. **V&VOC** reserves the right to deny sale or display of objectionable or offensive materials. **V&VOC** may inspect information being distributed or the products being offered for sale by VENDOR, and restrict or deny distribution of any item **V&VOC** considers inappropriate.

CLEANING DEPOSIT CHECK - Initial here _____

1. **ALL FOOD VENDORS must submit a separate check for \$100 as CLEANING DEPOSIT.** Cleaning deposit check is returned **unless terms are violated.**
2. FOOD VENDOR shall remove its property and **clean up all trash and waste material** in and around the 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 (or cleaner) condition in which vendor found it upon 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. **Deposit checks not collected at the end of the day will be forfeited and cashed.**

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 V&VOC, Kalusugan Community Services, 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 V&VOC 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 "Kalusugan Community Services." Application deadline is September 23, 2019.

Mail **1) Check/card info, 2) \$100 Cleaning Deposit Check (food vendors only), 3) Application, and 4) signed Booth Agreement** to:

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