



2018 HARBORFEST

August 18, 2018

10:00 AM - 6:00 PM

Contact ed@edwindecker.com 619-261-5664

FOOD TRUCK VENDOR APPLICATION

PLEASE WRITE LEGIBLY

BUSINESS / ORGANIZATION: _____

CONTACT PERSON(S): _____

MAILING ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

CELL PHONE: _____ **OTHER PHONE:** _____

EMAIL: _____ **HEALTH PERMIT #** _____

FEE INFORMATION

FOOD TRUCK VENDORS ARE NOT REQUIRED TO PAY A PARTICIPATION FEE BUT **MUST**
AGREE TO A 10% REVENUE SHARE

ON ALL REVENUE MADE AT THE EVENT.

LOCATIONS ARE AT THE DISCRETION OF HARBORFEST AND MCFARLANE PROMOTIONS.

Make checks payable to McFarlane Promotions, Inc.
Mail completed application and checks to 5054 1/2 Muir Ave San Diego, CA 92107
Or email as A SINGLE .pdf file to ed@edwindecker.com, **Please do NOT email multiple files**

FOOD & PRODUCT INFORMATION: TO PROCESS YOUR APPLICATION, IF YOU ARE SELLING FOOD, WE **MUST** RECEIVE A COMPLETE MENU WITH PRICES OF ITEMS YOU INTEND TO SERVE. **ONCE THE APPLICATION IS ACCEPTED, THE MENU MAY NOT CHANGE WITHOUT WRITTEN APPROVAL FROM HARBORFEST.**

PLEASE NOTE: DUE TO SPONSORSHIP CONTRACTUAL ARRANGEMENTS, THERE MAY BE RESTRICTIONS ON BEVERAGE SALES. DETAILS WILL BE ANNOUNCED LATER. FAILURE TO COMPLY WITH THESE BEVERAGE RULES MAY RESULT IN EXPULSION FROM THE EVENT.

PLEASE LIST “ALL” ITEMS BEING SOLD, GIVEN AWAY, AND/OR INFORMATION BEING DISTRIBUTED. ONLY ITEMS LISTED WILL BE ALLOWED. THERE ARE LIMITED “SAME KIND” EXHIBITORS.

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |

DEPOSIT \$100 *(IMPORTANT – DEPOSIT IS REQUIRED TO GUARANTEE YOUR SPOT AND IS REFUNDABLE. YOU WILL FORFEIT DEPOSIT ONLY IF YOU: 1. DO NOT SHOW UP. 2. DO NOT PROPERLY CLEAN YOUR SPACE. 3. DAMAGE ANY PROPERTY OR GROUNDS. 4. BREAK ANY OF THE TERMS AND CONDITIONS OF THIS CONTRACT. IF USING CREDIT CARD PLEASE FILL IN AMOUNT ON PAGE 5.)*

APPLICATIONS WILL ONLY BE CONSIDERED COMPLETE WHEN THE FOLLOWING HAVE BEEN RECEIVED: COMPLETED PAPERWORK, COPY OF HEALTH PERMIT, COPY OF SELLER’S PERMIT, DEPOSIT, & COPY OF INSURANCE CERTIFICATES.

EXHIBITOR RESPONSIBILITY *(Please send photocopies of insurance and permits with application)*
Food Truck Exhibitors will need: • Deposit • Insurance • Seller’s Permit • Health Permit • Fire Extinguisher

ADD-ONS | POWER

Once you fill out this form, please enter the total fee on page 5 of the Exhibitor Application.

| | Item to Rent | # Needed | Cost | Total Add-on Fees |
|-------------------------------------|---|----------|--------------|-------------------|
| <input checked="" type="checkbox"/> | 110 volt / 20 amps | | \$55.00 Each | |
| | | | | |
| | Total Cost | | | \$ |
| | Use this number to fill in on Page 5 | | | |

Make checks payable to McFarlane Promotions, Inc.
 Mail completed application and checks to 5054 ½ Muir Ave San Diego, CA 92107
 Or email as A SINGLE .pdf file to ed@edwindecker.com, **Please do NOT email multiple files**

PLEASE PLAN AHEAD. In the event HarborFest does not or cannot provide electrical service in accordance with this request, its only responsibility and/or liability shall be to refund fees for those electrical services not provided. All electrical appliances must conform to the **UNIFORM FIRE CODE OF SAN DIEGO COUNTY.**

REQUESTED BY: Business / Organization Name: _____
 Contact Person: _____ Date: ____/____/____

INSURANCE FORM

INSURANCE IS MANDATORY - EVERY Exhibitor must carry general liability insurance of at least \$1,000,000 for the duration of the event including your setup and dismantle dates.

All Exhibitors must submit a valid certificate of insurance with liability limits of at least **\$1,000,000**, coverage underwritten by an admitted or non-admitted carrier rated no less than "A-" by A. M. Best's, and name **HarborFest Inc, McFarlane Promotions, Inc., Port of San Diego and the City of Chula Vista and all their officers, agents and employees** as an additional insured.

Please see required wording for your insurance documents in **Section A.**

Section A

| | |
|--|--|
| I have a \$1,000,000 insurance policy for General Liability and have attached a Certificate of Insurance to this form, naming HarborFest, McFarlane Promotions, Inc., Port of San Diego and the City of Chula Vista as an Additional Insured. | |
| <i>Please note the required additionally insured wording, mailing addresses / fax number for your completed insurance documents:</i> | <p>Certificate of insurance form: Naming the City of Chula Vista, HarborFest, Inc., The Port of San Diego and McFarlane Promotions and all their officers, agents, and employees as additionally insured.</p> <p>Event Location: 999 Bayside Parkway (G Street), Chula Vista, CA 91910</p> <p>Coverage Dates: August 20, 2016</p> <p>Mail To: ed@mcfarlanepromotions.com / Ed Decker 5054 ½ Muir Ave SD, CA 92107</p> |

TERMS & CONDITIONS

Thank you for your application. Applicant understands that HarborFest has legal possession and control of Bayside Park on August 20, 2016 pursuant to agreements with the City of Chula Vista and the Port of San Diego.

Applicant further understands that the use granted by HarborFest hereunder is a LICENSE TO OCCUPY only, and is not coupled with an interest in the property; that HarborFest retains the right to terminate this LICENSE TO OCCUPY at any time during the term of applicants use if, in HarborFest's sole determination: 1) Applicant creates a nuisance for HarborFest, its other licensees, or its guests; 2) Applicant is found to have changed and/or added to the use described in this application; 3) Applicant is found to have falsified any of the statements contained in this application; 4) Applicant's use of premises in any other way interferes with the orderly and successful conduct of the festival space or violates any government laws or ordinances.

HarborFest reserves the right to place Exhibitors on the event grounds according to a master plan.

Underlined terms are the ones most often overlooked, resulting in expulsion from the event!

Read the terms & conditions below, initial each line indicating you have read, understand, and agree to each.

1. Initial ____ **PHOTOGRAPHIC RIGHTS:** Any reproduction, broadcast, or commercial use of any portion of the event, in any form without explicit written consent of HarborFest is strictly prohibited. HarborFest may, at its discretion, film, photocopy or tape any and all portions of the event for commercial use.

Make checks payable to McFarlane Promotions, Inc.

Mail completed application and checks to 5054 ½ Muir Ave San Diego, CA 92107

Or email as A SINGLE .pdf file to ed@edwindecker.com, Please do NOT email multiple files

2. Initial _____ **INDEPENDENT CONTRACTING:** It is understood that the Exhibitor is an independent contractor, not an employee of HarborFest. Nothing herein shall be construed to make a partnership, agency, or joint venture between the Exhibitor and HarborFest.
3. Initial _____ **RENTED SPACE:** All business or other activity must be conducted within the rented space only!
4. Initial _____ Use of **SOUND SYSTEMS** is a privilege. Systems may be confiscated where sound is audible more than 20 feet from the source. Don't forget to purchase electricity if required.
5. Initial _____ **BALLOONS AND INFLATABLES:** All balloons and inflatables are strictly prohibited.
6. Initial _____ **ALCOHOL:** Alcohol beverage sales are prohibited. Sale of or giving away of alcoholic beverages is strictly prohibited. Consumption of alcoholic beverages by exhibitors at their booth is grounds for immediate expulsion and/or exclusion from participation at future events.
7. Initial _____ **BEVERAGE SALES:** HarborFest reserves the sole right to sell spring water, energy drinks, carbonated beverages (soda and water) coffee, and alcohol. Beverage partner details will be announced at a later date.
8. Initial _____ **TRASH:** Exhibitors **MUST NOT** put Exhibitor generated waste in cardboard trash receptacles provided for attendees. Any food/cooking, exhibitor waste found in cardboard trash containers provided for attendees will result in expulsion from the event. Exhibitors must provide trash receptacles for waste generated by their booth. Oil may **NOT** be disposed of on festival site. Improper bagging of food, food waste, oil disposal, oil left in space, excess trash, carpeting, quantities of brochures, large amounts of decorations will be cause for expulsion from the event. **HELP US KEEP BAYSIDE PARK CLEAN** – leave your space as clean as it was when you arrived.
9. Initial _____ **BOOTH STAFFING:** All exhibitor booths must be staffed during event hours. HarborFest staff will be monitoring festival grounds. (NO EXCEPTIONS). Please provide your volunteers/staff a weekend telephone number to use if they have any questions.
10. Initial _____ **INDEMNIFICATION** – Exhibitor covenants that it will protect, hold harmless & indemnify HarborFest, City of Chula Vista, Port of San Diego, McFarlane Promotions, Inc. and its sponsors, officers, agents, and employees from any and all claims or liability for losses, injury or damages of any type arising out of or resulting from or in connection with the Exhibitor's work, activities or participation in the HarborFest events.
 - a. The HarborFest, City of Chula Vista, Port of San Diego, McFarlane Promotions, Inc. and Sponsors are not liable for lost, damaged, or stolen exhibitor property.
 - b. In the event of litigation, costs and attorney fees to prevailing party.
11. Initial _____ **WORKERS COMPENSATION INSURANCE:** Exhibitor is responsible for workers compensation coverage for your staff. HarborFest does not carry Workers Compensation Insurance for your crew.
12. Initial _____ **PROMISE OF PROFIT:** HarborFest cannot and does not guarantee your sales or profits.
13. Initial _____ **FINAL AGREEMENT:** This agreement is the final writing and supersedes any prior negotiations.

Additional Terms & Conditions for Food Exhibitors

1. Initial _____ All food items must be stored inside the allotted space, covered and off the ground as mandated by the San Diego Health Department.
2. Initial _____ Running water for cooking is not provided. You must bring your own water for cooking and hand washing. San Diego Health Department requires that you provide appropriate cleaning materials as well as a hand-washing setup.
3. Initial _____ HarborFest will provide a utensil washing station for Food Exhibitors.
4. Initial _____ All Food Truck Exhibitors using heat and/or open flames must: a) provide fireproof containers for discarding ashes, and b) one visibly mounted fire extinguisher rated 2A10BC. In addition, if you are deep frying food, you must also provide an extinguisher rated 2AK (class K). Please don't forget to check the expiration date on your fire extinguisher!
5. Initial _____ Containers of butane or fuel must be affixed to post or other secure item.
6. Initial _____ It is the Food Truck Exhibitors responsibility to make sure that all workers are familiar with these Terms and Conditions. Failure to comply with any one of these could result in exclusion from participation in future events. You might not be informed of an infraction during the festival as some determination occurs after the event.
7. Initial _____ Standard festival trash containers **MAY NOT BE UTILIZED** for food waste. Improper trash disposal is grounds for expulsion from the event.
8. Initial _____ Food Truck Exhibitors must post prices in a legible manner and in a visible space inside the booth only.

Make checks payable to McFarlane Promotions, Inc.

Mail completed application and checks to 5054 ½ Muir Ave San Diego, CA 92107

Or email as A SINGLE .pdf file to ed@edwindecker.com, Please do NOT email multiple files

ACKNOWLEDGEMENT OF TERMS

I hereby warrant and confirm that the information provided on this application is, to the best of my knowledge, true and correct and agree to comply with the Terms & Conditions provided. It is agreed and understood that the completion of this application shall not be binding either to the proposed exhibitor or to HarborFest, until accepted in writing by HarborFest.

I agree to a 15% revenue share on all revenue made at the event.

Business Name _____ Contact Person _____
Signature: _____ Date: ____/____/____

CREDIT CARD AUTHORIZATION

If you are purchasing power or paying the deposit by card, please complete the form below.
I agree to be bound by HarborFest's Terms & Conditions and authorize HarborFest to charge the credit card for the item (s) noted on my 2016 Vendor Application.

Credit card type _____ Credit card number _____
(Visa, MC, Discover ONLY)

Expiration date _____

Card Identification Number (last 3 digits located on the back of the credit card): _____

Cardholder's name (please print) _____

Billing Address for Credit Card: _____

City _____ State _____ Zip _____ Telephone _____

Cardholder Signature: _____ Date: ____/____/____



Make checks payable to McFarlane Promotions, Inc.
Mail completed application and checks to 5054 1/2 Muir Ave San Diego, CA 92107
Or email as A SINGLE .pdf file to ed@edwindecker.com, Please do NOT email multiple files