



August 18, 2018
10 am - 6 pm | Bayside Park, Chula Vista

Contact ed@edwindecker.com 619-261-5664

PET EXPO APPLICATION

PLEASE WRITE LEGIBLY

BUSINESS / ORGANIZATION: _____

CONTACT PERSON(S): _____

MAILING ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

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

EMAIL: _____

PET EXPO VENDORS MUST BRING THEIR OWN SET UPS (TENT/TABLE/CHAIRS) OR RENT THEM FOR AN ADDITIONAL FEE.

Make checks payable to McFarlane Promotions, Inc.

Deposit check must be made separately from booth fee check.

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.**

IMPORTANT! YOUR DEPOSIT OF \$50.00 MUST BE WRITTEN ON A SEPARATE CHECK. DEPOSIT CHECKS WILL NOT BE RETURNED POST EVENT. ALL DEPOSIT CHECKS FOR VENDORS IN GOOD STANDING WILL BE DESTROYED POST EVENT. IF PAYING FOR BOOTH BY CREDIT CARD, WE WILL ONLY CHARGE THE CARD IF THERE IS A CLAIM AFTER THE EVENT. IN THE EVENT OF ANY DAMAGES OR MISSING ITEMS FROM YOUR BOOTH SPACE, HARBORFEST WILL USE YOUR DEPOSIT TO COLLECT PAYMENT ON THESE FEES.

PET EXPO FEE

INCLUDES 10x10 SPACE

\$50.00

1: \$ _____

RENTALS AND ADD-ONS

ELECTRICITY (FILL IN AMOUNT FROM PAGE 3) _____

2: \$ _____

ADD-ONS (FILL IN AMOUNT FROM PAGE 3) _____

TOTAL FEES: \$ _____

Please make company check, cashier's check or money order payable to McFarlane Promotions and return with your completed application. **If paying by credit card, please sign and return the credit card authorization on page 6.**

- **DEPOSIT \$50.00** (**IMPORTANT – DEPOSIT MUST BE WRITTEN ON A SEPARATE CHECK. IF PAYING BY CREDIT CARD, WE WILL ONLY DEBIT THE CARD IF THERE IS A PROBLEM AFTER THE EVENT**).
 - PLEASE HOLD ON TO MY CREDIT CARD INFORMATION TO BE USED AS A SECURITY DEPOSIT IN THE EVENT OF DAMAGES OR MISSING ITEMS.
 - I WILL SUPPLY A SEPARATE \$50.00 CHECK AS MY SECURITY DEPOSIT.

EXHIBITOR RESPONSIBILITY | (Please send photocopies of insurance and permits with application)

Non-Food Exhibitors will need: • Insurance • Seller's Permit

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ADD-ONS | TABLES, CHAIRS, AND POWER

HarborFest is offering the rental of tables, and chairs to Exhibitors. You must place your order with your application. If the full number of tables and chairs are not returned to HarborFest, the Exhibitor will forfeit their security/cleaning deposit.

Once you fill out this form, please enter the total rental fee on page 2 of the Exhibitor Application.

	Item to Rent	# Needed	Cost	Total Add-on Fees
<input checked="" type="checkbox"/>	6' x 30" Tables		\$15.00 Each	
<input checked="" type="checkbox"/>	Folding Chairs		\$5.00 Each	
<input checked="" type="checkbox"/>	10 x 10 Tent		\$100.00 Each	
<input checked="" type="checkbox"/>	110 volt / 20 amps		\$100.00 Each	
Total Cost				\$
Use this number to fill in Item 2				

Please order now - If you need to order tables or chairs on the day of the event, they will be available at a cost of \$30 for tables, \$200 for tent and \$10 for chairs.

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. Alternatively, Pet Expo exhibitors may complete a waiver* (see below) if they cannot obtain insurance.

***Please note: If you do not have insurance you must complete the waiver available for download on our website cvharborfest.com.

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 **McFarlane Promotions, Inc., Port of San Diego, and the City of Chula Vista** 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 McFarlane Promotions, Inc., Port of San Diego and the City of Chula Vista as an Additional Insured.	
Please note the required additionally insured wording, mailing addresses / fax number for your completed insurance documents:	<p>Certificate of insurance form: Naming the City of Chula Vista, HarborFest, Inc., its 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 18, 2018</p> <p>Mail To: Ed Decker 5054 ½ Muir Ave SD, CA 92107</p>

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TERMS & CONDITIONS

Thank you for your application. Applicant understands that HarborFest has legal possession and control of Bayside Park on August 18, 2018 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. Therefore, any cancellations based on dissatisfaction of booth placement will subject Exhibitor to forfeiture of all booth fees and deposits.

Underlined terms are the ones most often overlooked, resulting in forfeiture of deposit!

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.
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 forfeiture of deposit. 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 to forfeit deposit. 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. Failure to do so will result in forfeiture of your deposit. 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 ____ **REFUND / CANCELLATION POLICY:** Your booth is NON – REFUNDABLE unless cancellation, IN WRITING, is received by HarborFest before 5pm on July 18, 2018. There is a \$100 refund/cancellation fee.

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- a. No refunds will be issued based on final booth location (no exceptions).
 - b. For a full refund (less \$100 processing fee), cancellation must be received in writing and postmarked prior to July 18, 2018.
 - c. No refunds after July 18, 2018.
13. Initial _____ **PROMISE OF PROFIT:** HarborFest cannot and does not guarantee your sales or profits.
14. Initial _____ **DEPOSITS** – During and after the event, HarborFest shall inspect your space to ensure it has been cleaned to the satisfaction of HarborFest, and rentals have been properly returned. Deposits may be withheld at the discretion of HarborFest for, but not limited to, failure to show, late arrival, **early leaving**, violation of TERMS & CONDITIONS, unauthorized sales, early load out and unattended or damaged booths. **(IMPORTANT – YOUR DEPOSIT MUST BE WRITTEN ON A SEPARATE CHECK. IF PAYING BY CREDIT CARD, WE WILL ONLY CHARGE THE CARD IF THERE IS A PROBLEM AFTER EVENT).**
15. Initial _____ **FINAL AGREEMENT:** This agreement is the final writing and supersedes any prior negotiations.

ACKNOWLEDGEMENT OF TERMS

Any Exhibitor who fails to comply with ANY of the provisions outlined herein shall be subject to the forfeiture of their deposit and any resultant damage in any amount in excess of said deposit. Any violation of the rules and regulations outlined herein will be grounds for revoking this LICENSE TO OCCUPY and HarborFest reserves the right to retain booth fees and deposits.

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.

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

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CREDIT CARD AUTHORIZATION

IMPORTANT! Please do not include deposit amount in the total below. WE WILL ONLY CHARGE YOUR CREDIT CARD IF THERE IS A PROBLEM AFTER THE EVENT FOR THE \$50 DEPOSIT.

I agree to be bound by HarborFest's Terms & Conditions and authorize HarborFest to charge the credit card below in the amount of \$ _____ for the item (s) noted on my 2018 Exhibitor Application.

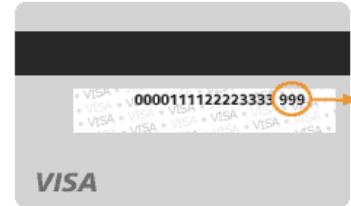
Credit card type
(Visa, MC, Discover ONLY)

Credit card number _____

Expiration date _____

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

Cardholder's name (*please print*) _____



Card Identification Number

Billing Address for Credit Card: _____

City _____ State _____ Zip _____ Telephone _____

Cardholder Signature: _____ Date: ____/____/____

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