



2018 HARBORFEST

August 18, 2018

10:00 AM – 6:00 PM

Contact cvarts@chulavistaca.gov 619-409-5465

ARTIST VENDOR/EXHIBITOR APPLICATION

PLEASE WRITE LEGIBLY

NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CELL PHONE: _____ OTHER PHONE: _____

EMAIL: _____

PRODUCT INFORMATION: PLEASE PROVIDE A BRIEF DESCRIPTION OF ALL ITEMS PROPOSED TO BE SOLD, GIVEN AWAY, AND/OR INFORMATION BEING DISTRIBUTED. ONLY ITEMS LISTED MAY BE ALLOWED. THERE MAY BE LIMITED "SAME KIND" VENDOR/EXHIBITORS.

IMPORTANT! YOUR DEPOSIT OF \$50.00 MUST BE WRITTEN ON A SEPARATE CHECK OR MADE WITH CREDIT CARD. DEPOSIT CHECKS WILL NOT BE RETURNED POST EVENT. ALL DEPOSIT CHECKS FOR VENDOR/EXHIBITORS 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.

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**

ARTIST FEES

ARTIST INCLUDES 1 10x10 SPACE (SEE ADDITIONAL UPGRADES BELOW)

\$75.00

1: \$ _____

ADD-ON UPGRADES AND REQUESTS

2: \$ _____

	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"/>	Pop Up		\$60.00 Each	
<input checked="" type="checkbox"/>	110 volt / 20 amps		\$15.00 Each	
	Total Cost			\$

TOTAL FEES: \$ _____

Please make company check (personal checks will not be accepted), cashier's check or money order payable to McFarlane Promotions and return with your completed application postmarked no later than July 15th, 2018. **If paying by credit card, please sign and return the credit card authorization on page 5.**

- **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.

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

Please order now - If you need to order tables or chairs on the day of the event, they may be available at a cost of \$30.00 for tables, \$200 for pop up and \$10.00 for chairs.

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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/ Individual Name: _____
Contact Person: _____ Date: ____/____/____

All Art in the Park/Maker Faire Participants must complete and sign the Event Waiver and Release of Liability. (See Page 4)

EVENT WAIVER AND RELEASE OF LIABILITY

I expressly **WAIVE, RELEASE** and **DISCHARGE** the City of Chula Vista, its officers, agents, and employees or any other person from any and all **LIABILITY** for any death, disability, personal injury, property damage, property theft or actions, including any alleged or actual negligent acts or omissions, regardless of whether such acts or omissions are active or passive, which may accrue to myself or members of my family, organization/group or our heirs in connection with _____.

I fully understand and acknowledge that the CITY OF CHULA VISTA is relying on my representation.

I will expressly **DEFEND, INDEMNIFY AND HOLD HARMLESS** the City of Chula Vista, its elected and appointed officers, agents and employees from any and all liabilities or claims made by me or my organization/group, my /our heirs and any other individuals or entities as a result of any of my/our acts or omissions arising from or in connection with my/our participation in the event except for those claims arising from the sole negligence or sole willful conduct of the City, its officers, employee, volunteers or other representatives. Such indemnification includes liability settlements, judgments, damage awards, fines, costs and attorney fees and expenses associated with any such claims or lawsuits.

I hereby certify that I have read this document, understand its content.

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

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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 Vendor/exhibitors on the event grounds according to a master plan. Therefore, any cancellations based on dissatisfaction of booth placement will subject Vendor/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 Vendor/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 Vendor/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 vendor/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:** Vendor/exhibitors MUST NOT put Vendor/exhibitor generated waste in cardboard trash receptacles provided for attendees. Any food/cooking, vendor/exhibitor waste found in cardboard trash containers provided for attendees will result in forfeiture of deposit. Vendor/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 vendor/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** – Vendor/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 Vendor/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 vendor/exhibitor property.
 - b. In the event of litigation, costs and attorney fees to prevailing party.
11. Initial ____ **WORKERS COMPENSATION INSURANCE:** Vendor/exhibitor is responsible for workers compensation coverage for your staff. HarborFest does not carry Workers Compensation Insurance for your crew.

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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.
 - 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 Vendor/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 vendor/exhibitor or to HarborFest, until accepted in writing by HarborFest.

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

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CREDIT CARD AUTHORIZATION FOR PARTICIPATION

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

1. 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 Vendor/exhibitor Application page 2.
2. I agree to be bound by HarborFest's Terms & Conditions and authorize HarborFest to charge the same credit card in the amount of \$ 50.00 if there is a claim of damages.

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) _____



Billing Address for Credit Card: _____

City _____ State _____ Zip _____ Telephone _____

Cardholder Signature: _____ Date: ____/____/____

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