



San Diego IndieFest 9

Vendor Application

Contact Ed Decker at vendor_overlord@sandiegoindiefest.com

March 28, 2015

IMPORTANT – YOU MUST CONTACT ED DECKER BEFORE SUBMITTING APPLICATION FOR PRE-APPROVAL

General Info. (PLEASE, PLEASE PLEASE PRINT LEGIBLY)

Name of Business/ Organization: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #1: _____ Phone #2: _____ Email: _____

Please provide list of all items (with prices) to be sold. Anything not on this list may not be sold:

ATTENTION FOOD VENDORS: ADDITIONAL INFO REQUIRED

Health Permit #: _____ Expiration Date: _____

GRILL SPACE - All Cooking booths come with 3 extra feet for a grill

If you need more space enter the amount of extra feet here _____

NOTE - Extra Space Costs More – contact Ed for pricing.

For more information Contact Edwin Decker at
vendor_overlord@sandiegoindiefest.com

www.SanDiegoIndieFest.com



PLEASE CIRCLE ONE

All spaces are 10'x10' unless otherwise noted

NON-FOOD VENDORS

6-Foot Table Space (table not included)	\$50
Handmade Arts and Goods / Non Profits	\$125
Retail	\$200
Corporate / Franchise	\$400

FOOD VENDORS

Dessert / beverage / single item vendors	\$200
Cooking (with 3' extra grill space)	\$300
Pre-packaged single item	\$200
Corporate / Franchise / chain restaurant	\$500

**Extra space (width/store front) is available at half price.*

Thank You for being a part of San Diego IndieFest, an artist-collective event created to celebrate and advocate independent Music, Film, Art, Business and Ideas

Security Deposit: No security deposit is required, but we expect all Vendors to leave their area as clean as they found it, to dispose of all waste in accordance to all pertaining laws and regulations, and to cooperate fully with SDIF staff, adhering to the terms set herein.

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• Vendor Fee is for space and electricity only, NO tables, tents, lights, canopies ARE provided.

• Non-Food Vendor Fee includes vending space and 110volts/5amps of power.
You must bring at least 50 ft. of extension cord.

• Food Vendor Fee includes vending space and 110v/20 amps of power.
You must bring at least 50 ft. of extension cord.

• Trash: Vendors must provide trash and recycling receptacles for waste generated by their
Improper Trash Disposal is grounds for expulsion and/or exclusion from
participation at future events.

**110 Volt basic electrical hook up (20 Amp) 10amps/1000w, 1 - 115V / 20amp. Edison plug*

Vendor Fee does **NOT** include tent, chairs, tables, lights, extension cords, etc.

All Food Vendors are required by law to use a certified **FIRE RETARDANT TENT. No Exceptions.**

Attention Cooking Food Vendors: If you require more than 3 feet for a grill, contact Ed Decker to discuss options

Vendor Location is decided on a first-come, first-served basis and at the discretion of San Diego IndieFest.

**San Diego IndieFest reserves the right to remove any information from its website at any time with or without notice to any party.
No contract shall supercede San Diego IndieFest's ability to remove content posted on its website.*



Please **READ, SIGN & RETURN** this Application/Agreement as follows

**For your Application to be considered valid,
we need to receive ALL items in the following checklist:**

- Application – signed and filled out completely
- Payment in full – check or money order
- Proof of 1 million dollars general liability insurance naming Danielle LoPresti and Alicia Champion, dba **San Diego IndieFest** and the City of San Diego as additionally insured.
- Photocopies of all required Permits

All Merchandise Vendors are required to have a valid Seller's Permit to be considered.

To acquire a Seller's Permit, call the State Board of Equalization at (619) 525-4526. There is no charge for a permit.

Thank You for your application and interest in participating in San Diego IndieFest (SDIF).

Applicant understands that any and all use granted by SDIF is a license to occupy only, that SDIF retains the right to terminate this license to occupy at any time during the applicant's use, if in SDIF's sole determination:

- 1) Applicant creates a disturbance to any of the other licensees, employees or guests
- 2) Applicant is found to have changed or added to the uses set forth here in this application
- 3) Applicant has submitted false information in this application



- 4) Applicant's use of space violates any government laws or ordinances or interferes with the orderly, safe and successful conduct of SDIF.

TERMS & CONDITIONS FOR ALL VENDORS

1. Your booth fee includes only a vending space and access to power. You must provide your own canopy, tables, chairs, lights, electrical cord (50 feet minimum) and anything else required to operate your booth legally and safely.
2. Vendors are required to be open from Noon to 11pm on Saturday, March 28, 2015.
3. For security reasons, Vehicles must not be left open and unattended at any time and must be parked lawfully or will be subject to citation or towing. Do not leave boxes, backpacks or packages of any kind unattended around or outside your Vendor area at any time.
4. SET UP: Vendors shall have access to their space at 7:00 AM, Sat. March 28, 2015 and set up must be completed no later than 11 AM.
5. All business or other activity for which the Vendors have rented space, must be conducted within their designated space only. Strolling through the festival grounds vending or handing out materials of any kind is prohibited.
6. Food Vendors must post prices legibly & visibly inside their booth area.
7. The sale or distribution of alcoholic beverages of any kind is strictly prohibited. Also, due to potential sponsorship contractual arrangements, there may be beverage restrictions. Updates will be sent via email. Please make sure we have your email address. Any failure to comply to these beverage rules may result in expulsion from event.
8. Consumption of alcoholic beverages by Vendors at their booth is prohibited.
9. Trash: **Vendors must provide trash and recycling receptacles for waste generated by their booth.** **All Vendor booths are required to be kept clean and trash-free.** **Improper Trash Disposal is grounds for expulsion and/or exclusion from participation at future events.**
10. Electrical Requirements: Non food vendors will receive 110v/5amps and Food Vendors will receive 110 Volt basic electrical hook up 20amps/1000w, 1 - 115V / 20amp. Edison plug. **VENDORS ARE RESPONSIBLE FOR BRINGING EXTENSION CORDS TO REACH HOOKUPS – AT LEAST 50 FT. RECCOMENDED**
11. Although San Diego IndieFest will do everything it reasonably can to insure vendors have a fun and profitable experience, there is no guarantee of profit.

If you require additional or other electrical hookup, you must first clear this with SDIF, then pay applicable additional charges.

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ALL COOKING AND OR ELECTRICAL APPLIANCES MUST CONFORM TO THE UNIFORM FIRE CODE OF SAN DIEGO COUNTY.

11. Permits:

Vendors are required to obtain and display all necessary permits and/or licenses in order to operate at SDIF. If you are forced to close by any governmental agency for failure to obtain your necessary permits and/or licenses, or for any other reason, SDIF is not liable and will not refund fees.

For Permit Info: State Board of Equalization: 619.525.4527

12. Insurance:

You must provide proof of at least 1 million dollars general liability insurance naming Danielle LoPresti and Alicia Champion, dba San Diego IndieFest and the City of San Diego additionally insured.

13. Refunds:

Vendor Booth fees are **not refundable** unless cancellation is received **in writing** before March 1, 2015.

ADDITIONAL TERMS AND CONDITIONS FOR FOOD VENDORS

1. All food items must be stored inside allotted booth space, within your **FIRE RETARDANT TENT**, covered and off the ground.
2. San Diego Health Dept. requires that you provide all appropriate cleaning materials as well as a **hand washing set up**. No running water is provided at SDIF.
3. All Vendors using heat and/or open flames must:
 - a) Provide fans for smoke control
 - b) Provide fire-proof containers for ashes
 - c) Provide at least one visibly mounted fire extinguisher rated A or B
4. Containers of butane or fuel must be affixed to a post or other secure item.
5. SDIF trash containers MAY NOT BE USED FOR FOOD WASTE. Improper waste disposal is grounds for expulsion and / or exclusion from future events.
6. Mandates or Directions delivered to you from any governmental agency is your responsibility alone to comply with.
7. All Vendors must observe all terms and conditions as listed in this application. Your vendor space is not registered until confirmed by Ed Decker.

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FOOD VENDOR RESPONSIBILITY

YOU MUST HAVE your

1. Health Permit
 2. Insurance w/ additionally insured
 3. Sellers Permit
 4. Hand washing facilities, Fire Retardant Tent and Fire Extinguisher.
- (Photocopies of above to be sent along with Application)**

PRODUCT 411:

To process your Application we must receive a copy of your menu with prices of the food you will be serving.

INSURANCE:

All Vendors are required to carry insurance. Required with your application is a certificate of insurance from your carrier indicating that your participation at this event is covered under that policy and naming the underlined below as additionally insured:

The Vendor hereby indemnifies Danielle LoPresti and Alicia Champion, dba San Diego IndieFest, and City of San Diego, it's agencies, employees and offices against and agrees to defend and hold them harmless from any and all liability, loss, expense, damage, claims and causes of action arising out of or resulting from or in connection with the Vendor's work or activities.

PAYMENT AND APPLICATION SUBMISSION:

PLEASE DO NOT MAIL APPLICATION. We are trying to save trees. Instead, email application and copies of insurance and permits to vendor_overlord@sandiegoindiefest.com

Please make check or money order payable to **SAN DIEGO INDIEFEST** and mail to:

**EDWIN DECKER
5054 MUIR AVENUE
SAN DIEGO, CA 92107**

Vendor Overlord: Edwin Decker • Email: vendor_overlord@sandiegoindiefest.com
For more information Contact Edwin Decker at vendor_overlord@sandiegoindiefest.com



INDEPENDENT CONTRACTOR STATEMENT & INSURANCE RELEASE

I consent to participation in San Diego IndieFest (hereinafter "activity") come rain or shine, and acknowledge that I fully understand my participation may involve risk of serious injury or death, including losses which may result not only from my own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules for this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the activity coordinators and event staff, before I sign this document and before the activity begins. I acknowledge that no refund will be issued once this document is signed and submitted with payment.

I certify that I am in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

I agree that photographs, pictures, slides, movies, video, or other media coverage of me may be taken in connection with my participation in the activity without compensation from the organizers of San Diego IndieFest and employees and agents of all of them and consent to the use of photographs, pictures, slides, movies, videos, or other media coverage for any legal purpose.

Knowing and understanding the risks involved with participation in the activity, I hereby voluntarily and willingly assume responsibility for all risks and dangers associated with my participation in the activity. I agree I am financially responsible for any losses resulting from my actions and will indemnify the organizers of in San Diego IndieFest, employees and agents of all of them, for any loss or damage caused by myself during this activity.

In consideration of my participation in the activity, I hereby waive all claims or causes of action against the organizers of San Diego IndieFest, employees and agents of all of them, arising out of my participation in the activity and hereby release, hold harmless, and discharge the organizers of in San Diego IndieFest, employees and agents of each of them from all liability in connection therewith except such loss or damage which was caused by the sole negligence or willful misconduct of the organizers of in San Diego IndieFest, employees and agents of all of them.

I have read this release and hold harmless agreement and understand the terms used in it and their legal significance. This waiver and release is freely and voluntarily given with the understanding that right to legal recourse against the organizers of in San Diego IndieFest, employees and agents of all of them is knowingly given up in return for allowing my participation in the activity. My signature on this document is intended to bind not only myself but also my successors, heirs, representatives, administrators, and assigns.

I hereby warrant and confirm that the above information is, to the best of my knowledge, true and correct, and further certify that I have read all of the information provided in this application and agree with all the terms and conditions listed. Submission of this application does not guarantee a space. It is agreed and understood that the completion of this application shall not be binding either to the proposed Vendor or to SDIF, until accepted via email by Ed Decker, Vendor Coordinator, SDIF.

Signature: _____ Date: _____

Print Name: _____

Business License #: _____ Resale License #: _____

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