



SD NIGHT MARKET NON-FOOD VENDOR APPLICATION

Application deadline for Vendors is **June 7, 2017**.

San Diego Night Market will be at Kearny Office Park

June 24th, 2017 from 4:00 pm - 12:00 am & June 25th, 2017 from 3:00 pm - 9:00 pm.

Applicants must submit:

- 1) Payment*
- 2) Cleaning Deposit
- 3) Vendor Application
- 4) Initialed and Signed Agreement Form

PAYMENT and CLEANING DEPOSIT (Two Separate) checks are both payable to
“**Asian Pacific American Coalition**”

and mailed to:

*San Diego Night Market,
P.O. Box 33853,
San Diego, CA 92163*

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: _____

Website: _____ E-mail Address: _____



SD NIGHT MARKET NON-FOOD VENDOR APPLICATION

_____ I want to be a VENDOR

- The San Diego Night Market will provide non-food vendors with a 10'x10' space.
- **Equipment provided includes 1 table, and 2 chairs.** No discount will be given for providing your own equipment.
- **Canopy is NOT included but can be rented by checking the box below.**
- Please check which booth applies to you:

Arts and Craft Vendors (must be hand-made by vendor) **2 DAYS - \$250**

Nonprofit (enter 501c3 here - _____) **2 DAYS - \$350**

Commercial booth **2 DAYS - \$600**

Canopy Rental **2 DAYS - \$100**

_____ Extra table - \$ 20 each

_____ Extra chairs - \$ 10 each

- Brief description of what you will be providing at the night market:

- **ALL vendors must include DEPOSIT check of \$150 (will not be cashed - see next page)**
- Make checks payable to **Asian Pacific American Coalition**



SAN DIEGO NIGHT MARKET BOOTH SPACE RENTAL AGREEMENT

The San Diego Night Market Team hereinafter referred to as SDNM, permits the vendor listed at the bottom of this agreement, hereinafter referred to as VENDOR to use the Rental Booth facilities for June 24th and June 25th, 2017, in accordance with the following agreement:

>> BEFORE THE SAN DIEGO NIGHT MARKET <<

Initial here _____ to indicate you have read and agree to the terms of this section

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. SDNM 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 SDNM.
4. Refunds for booth space rental cancelation before June 1, 2017 will be at 50% of booth cost. No refunds will be given on or after June 7, 2017 unless the event is canceled. Weather will not be grounds for refunds, full or partial, unless weather causes cancellation of the event.
5. Approximately one week prior to the San Diego Night Market you will receive directives for the day's set up and break down procedures.

>> DURING THE SAN DIEGO NIGHT MARKET <<

Initial here _____ to indicate you have read and agree to the terms of this section

6. Booth spaces are rented for SDNM 2017 only. Booth Space Rental shall begin at 12:00 PM and end at 1:00 AM on June 25, 2017 and 12:00 PM and end at 10:00 PM on June 26, 2017.
7. ALL vendors must supply their own canopy. Additional items have an additional cost.
8. 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 SDNM. It is SDNM's right to relocate the rental booth should it deem necessary.
9. SDNM may place a string of lights along vendor canopy fronts. All additional lighting must be supplied by Vendor.
10. Vendors will be given access to electricity. Specific instructions (including power limits) will be given before the event (in Vendor Directive).
11. The VENDOR may not operate any music device, such as music equipment, computer, stereo, DJ equipment without obtaining consent from SDNM. Operation of such devices without permission will be result in VENDOR to cease activity.
12. SDNM reserves the right to deny sale or display of objectionable or offensive materials. SDNM may inspect information being distributed or the products being offered for sale by VENDOR, and restrict or deny distribution of any item SDNM considers inappropriate.



SAN DIEGO NIGHT MARKET BOOTH SPACE RENTAL AGREEMENT

>> SAN DIEGO NIGHT MARKET VENDOR CLEANING DEPOSIT CHECK <<

Initial here _____ to indicate you have read and agree to the terms of this section

13. **VENDOR must submit a separate check for \$150 as CLEANING DEPOSIT.**
Cleaning deposit check will be returned unless terms are violated.
14. The VENDOR shall remove its property and clean up all trash and waste material in and around the Rental Booth Space by end of day or lose the cleaning deposit of \$150. Site must be left in the condition in which you arrived.
15. VENDOR is solely responsible for all-losses, cost, damages and expenses of any kind whatsoever resulting from or incidental to the use of the rental booth space. **Any damage to SDNM rental materials will result in forfeiture of deposit check and a charge for damages.**
16. VENDOR shall remove its 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 of \$150. Site must be left in the same (or cleaner) condition in which vendor found it upon arrival.
17. VENDOR may not vacate the night market grounds without first checking out with SDNM staff. Departing without proper check-out, and/or if your area and rental equipment fails inspection, Vendor forfeits their \$150 cleaning deposit. **NO EXCEPTIONS.**
18. Once site inspection is complete, deposit check will be returned. **Deposit checks not collected at the end of the day will be forfeited and cashed. NO EXCEPTIONS.**

>>OVERALL SAN DIEGO NIGHT MARKET RIGHTS & RESPONSIBILITIES <<

Initial here _____ to indicate you have read and agree to the terms of this section

19. This Agreement shall be subject to the applicable laws of California. Any disputes shall be brought before the courts of San Diego, California.
20. VENDOR indemnifies and agrees to hold the SDNM, Asian Pacific American Coalition, the City and County of San Diego and any associated agencies affiliated with the night market event and their members, officers and directors, and employees, harmless against any and all liability (including court costs and attorney's fees) whatsoever arising from any claim made against SDNM or loss incurred by VENDOR as a result of or in any way arising from, relating to, or connected with the obligations identified within this Vendor's Agreement including loss or liability caused by active negligence, except loss or liability caused by sole negligence or willful conduct. This hold harmless and indemnification obligation shall survive any termination of this rental agreement. You understand that at this event or related activities, you 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 event holders, producers, or organizers.



SAN DIEGO NIGHT MARKET BOOTH SPACE RENTAL AGREEMENT

21. This agreement for Booth Space at the 2017 SDNM indicates the VENDOR's willingness to abide by all accompanying terms and conditions and general regulations listed on this document as well as such additional rules and regulations as SDNM deems necessary for the success of the SDNM, provided these latter do not materially alter the Participant's contractual rights.

Signature: _____ Date Completed _____

[Note: Application submission does not imply confirmation into event. You will be notified of confirmation and deposited Payment Check.]

Checks are payable to “**Asian Pacific American Coalition**”

Mail your:

- 1) Payment Check
- 2) \$150 Cleaning Deposit Check
- 3) Vendor Application
- 4) Initialed and Signed Agreement Form

***San Diego Night Market
P.O. Box 33853
San Diego, CA 92163***

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