



10th Annual Dia De Los Muertos Festival at Mission San Luis Rey

www.msldrdiadelosmuertos.com

October 31st, 2010 from 10 am – 4 pm

(619) 233-5008 Fax (619) 233-0898

events@mcfarlanepromotions.com

Retail Vendor Application

Business Name _____ Contact Name _____

Address _____ City _____ State _____ Zip _____

Day Phone _____ Evening Phone _____ Fax _____

Cell Phone _____ E-mail _____

Each applicant must enclose and return to Mission San Luis Rey, 656 Fifth Avenue, Suite B, San Diego, CA 92101 by October 1, 2010, with the following items:

- Complete Application
- Copy of Driver's License
- Vendor Hold Harmless Agreement (on page 3 of this form)
- Payment for Booth Fee & Cleaning Deposit (2 checks please), checks payable to: **Mission San Luis Rey**

	FEE	AMOUNT DUE
<u>10x10 Retail or Non-Profit Booth</u>		
Booth Fee	\$250	\$ _____
Non-profit Organization	\$95	\$ _____
Proof of 501(c)3 Required		
Refundable Cleaning Deposit <i>(separate check)</i>	\$50 (required)	\$ _____
Processing Fee for Credit/Debit Card Payments	\$20 (non-refundable)	\$ _____
AMOUNT ENCLOSED:		\$ _____

DESCRIPTION OF ITEMS: Vendor may sell ONLY the items listed below: **NO** weapons, tobacco/drug paraphernalia and/or items that promote the use of illicit substances. Pornographic materials or any item deemed distasteful by Mission San Luis Rey may **NOT** be sold. Mission San Luis Rey has the right to refuse any item or vendor. **If an item is NOT listed, it may NOT be sold.** Attach a separate sheet if necessary. If you are distributing literature, please attach a copy for review and approval. **NO alcohol will be allowed at this event.**

Please complete the information below if you are paying by credit card

Credit Card: Visa MasterCard Discover American Express

Card #: _____ Expiration Date: _____

Name on Card: _____ 3 Digit V-Code: _____
(located on back of card)

Billing Address: _____

Signature _____ Date _____

.....DO NOT WRITE BELOW THIS LINE.....

Date Received _____ Amount Encl. _____ Form of Payment _____

APPLICATION & DEADLINES

⌘ APPLICATIONS / PRIORITY

- A. All vendor applications must be returned by October 1, 2010.
- B. This event has a limited number of booth spaces.
- C. All applications must be accompanied with your:
 - Payment. We accept Cash, Check, Credit Card or Money Order
 - Copy of Driver's License
 - We suggest that you have business liability insurance but do not require it
 - A signed copy of the Vendor Hold Harmless Agreement on page 3 of this application
- D. Mission San Luis Rey reserves the right to limit the number of applications for any one particular type of goods/services and reserves the right to change or substitute vendor spaces overall, thereby maintaining diversity.
- E. All retail vendor spaces are 10x10 unless otherwise stated. Space only is provided. Exhibitors will be responsible for providing their own setups including fire retardant canopy, tables, chairs, or any other materials needed for display.
- F. No sales of hazardous materials, weapons, drug paraphernalia or items deemed distasteful by Mission San Luis Rey will be allowed.

⌘ ELECTRICITY

- A. No electricity is provided at the event. If you have electrical needs please contact the office.
- B. Generators must be whisper quiet.

⌘ CONFIRMATIONS / REFUNDS / HOURS / PARKING

- A. Confirmations will be mailed no later than 10 days before the event.
- B. No refunds will be made under any circumstances after October 1, 2010.
- C. No refunds in case of inclement weather, act of nature or restrictions by governmental agencies which lead to cancellation of the event or other circumstances which Mission San Luis Rey has no control.
- D. Dia De Los Muertos will be held October 31, 2010 (one day only).
- E. Hours of the event will be from 10:00 AM to 4:00 PM. You must occupy your booth during the entire event. No leaving before 4:00 PM.
- F. Check-in begins promptly at 6:00 AM. Space is forfeited if not checked in by 8:30 AM.
- G. All vehicles out of area by 9:00 AM. Vendor parking will be provided.
- H. Teardown must be completed by 6:00 PM.

Please read and sign the Hold Harmless Agreement below

- 1) Business Name: _____ (hereafter “Vendor”) is applying for permission to use a space or spaces on the grounds of Old Mission San Luis Rey, Oceanside for Dia de los Muertos Festival, an Old Mission San Luis Rey (MSLR) event, between the designated hours for setup, selling, and teardown. In the performance of this contract, “vendor” and the agents and employees of “Vendor” shall act in an independent capacity and not as officers or employees or agents of MSLR.

- 2) “Vendor” agrees to indemnify, defend and hold harmless the Old Mission San Luis Rey, its officers, agents, volunteers and/or employees against and from any and all claims, demands, lawsuits, damages, liability or loss, expenses and costs, in law or in equity, from any cause whatever, including the negligence (active or passive) of MSLR, its officers, agents or employees, arising from the use of the facilities or activities in and about the same by Vendor or their representatives or invitees. This is to include those brought for, or on account of damage or loss of any item in Vendor’s space or injuries to or death of any person or persons, including “Vendor,” or damage to or in connection with the specified event. The intent of this indemnify agreement is to avoid any responsibility on the part of MSLR and its agents from paying money for the defense of any lawsuit or claim, or any settlement or verdict.

- 3) “Vendor” acknowledges that this is a “Rain or Shine” event, and no guarantee is made of financial success, thereby making Vendor Fees non-refundable. “Vendor” understands that no guarantees of product exclusively are made by MSLR unless arranged in advance and granted in writing. “Vendor” agrees to obtain all required permits and licenses specified by any and all Federal, State, County and Municipal Agencies and comply with all applicable codes and regulations.

- 4) Any and all artwork and logo materials created for Dia De Los Muertos are the sole property of MSLR and may not be reproduced without permission.

- 5) “Vendor” shall leave the facilities in a clean and orderly condition. No alterations of any type may be made to the building or premises, particularly the outside surface of any building or classrooms, without the express written authorization of MSLR. As an example, the use of thumbtacks, nails or tape on walls is not permitted, as it damages the walls. “Vendor” agrees to assume responsibility for any damages done to the premises or buildings caused by any of your guests or attendees. If any alterations were allowed, “vendor” agrees to restore the facilities to their original conditions; and shall repair any damage arising out of the use of the facilities under this agreement. Should any damage occur during your use of the premises and facilities as described in this agreement and “Vendor” refuses to pay for the cost of repairs. “Vendor” agrees to submit the matter to binding arbitration according to the rules of the American Arbitration Association. The prevailing party is entitled to their legal fees.

- 6) I Have read and understand the application and accompanying materials. I understand that incomplete information will delay processing of my application. I understand that my application is subject to review and acceptance by MSLR.

- 7) My signature below certifies that I have Read and understand the application, accompanying information, release of liability and agree to adhere to the rules and regulations set forth on this application.

- 8) No refunds will be given after October 1, 2010. All cancellations must be submitted in writing prior to October 1, 2010 and are subject to a \$50 processing fee. All returned checks are subject to a \$50 service charge. After October 15, 2010, cash or money order payment is required.

Signature: _____ Date: _____

Print Name: _____