



11th Annual Dia De Los Muertos Festival in Oceanside  
 October 30, 2011 from 10 am - 4 pm  
 (619) 233.5008 Fax (619) 233.0898  
[events@mcfarlanepromotions.com](mailto:events@mcfarlanepromotions.com) or [www.sanluisrey.org](http://www.sanluisrey.org)

### Vendor Application

Business Name \_\_\_\_\_ Contact Name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Cell Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Description of Items: \_\_\_\_\_

**Each applicant must enclose and return to McFarlane Promotions, Inc. 656 5<sup>th</sup> Avenue Suite B, San Diego, CA 92101, by October 1st, 2011, with the following items:**

- Complete Application
- Copy of Driver's License
- Completed State Board of Equalization form BOE-410-D (Swap Meets, Flea Markets, or Special Events Certification)
- Signed 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**
- Certificate of Insurance naming Old Mission San Luis Rey as "Additional insured parties"  
 (See enclosed insurance requirements).
- Copy of San Diego Special Event Health Permit
- Signed Storm Water Policy

	FEE	AMOUNT DUE
<b>10X10 Food Booth or Food Cart</b>		
Hot Food	\$425	\$ _____
Food Cart (cold or pre-packaged)	\$350	\$ _____
Refundable Cleaning Deposit ( <u>separate check</u> )	\$75 (required)	\$ <u>75.00</u>
Infrastructure Fee	\$110 (required for hot food vendors only)	\$ _____
Corner Booth Fee (while space lasts)	\$25	\$ _____
Processing fee for Credit or Debit card payments	\$20.00 (non-refundable)	\$ _____
<b>AMOUNT ENCLOSED</b>		<b>\$ _____</b>
<b>10X10 Retail Booth</b>		
Retail Booth Fee	\$350	\$ <u>350.00</u>
Refundable Cleaning Deposit ( <u>separate check</u> )	\$50 (required)	\$ <u>50.00</u>
Corner Booth Fee (while space lasts)	\$25	\$ _____
Processing fee for Credit or Debit card payments	\$20.00 (non-refundable)	\$ _____
<b>AMOUNT ENCLOSED</b>		<b>\$ _____</b>
<b>10X10 Non-Profit Booth</b>		
Non-Profit Booth	\$95	\$ <u>95.00</u>
Refundable Cleaning Deposit ( <u>separate check</u> )	\$50 (required)	\$ <u>50.00</u>
Corner Booth Fee (while space lasts)	\$25	\$ _____
Processing fee for Credit or Debit card payments	\$20.00 (non-refundable)	\$ _____
<b>AMOUNT ENCLOSED</b>		<b>\$ _____</b>

**\*\*Proof of 501(c)3 is required**

## Dia de los Muertos - Terms and Conditions

### ❖ **APPLICATIONS / PRIORITY (Application Deadline: October 1, 2011)**

- A. **This event has a limited number of booth spaces.** Spaces are filled on a first come, first serve basis and are only confirmed in the event once a complete application has been filed.
- B. Mission San Luis Rey reserves the right to limit the number of applicants for any one particular type of goods/services and reserves the right to change or substitute vendor spaces overall, thereby maintaining diversity.
- C. No sales of hazardous materials, weapons, drug paraphernalia or items deemed distasteful by Mission San Luis Rey will be allowed.

### ❖ **ITEMS TO BE SOLD:**

- A. Vendor may sell **ONLY** the items listed on the application or items pre-approved by MSLR in writing: **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 you are distributing literature, please attach a copy for review and approval. **NO alcohol will be allowed at this event.**
- B. Each vendor is responsible for all of his/her own merchandise or equipment. MSLR is not liable for any lost, stolen or misplaced merchandise or equipment.
- C. All vendors are responsible for collecting and reporting their own sales tax.

### ❖ **BOOTH SPACE / RENTALS / ELECTRICITY**

- A. 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 their display.
- B. All business and other activity, for which vendors have rented space, must be conducted within the designated booth space only! No distribution, canvassing, flyers, nor vending of any kinds may be done by strolling through festival grounds.
- C. **No electricity is provided at the event.** If you have electrical needs please contact MSLR. Any outside generators must 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, 2011.**
- C. No refunds in case of inclement weather, acts 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. 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 or you will forfeit your deposit.
- E. Check-in begins promptly at 6:00 AM. Space is forfeited if not checked in by 8:30 AM.
- F. All vehicles must be out of the venue by 9:00 AM. One parking space per vendor parking will be provided.
- G. Teardown must be completed by 6:00 PM.

### ❖ **INSURANCE**

- A. Proof of Commercial Liability for Offsite Operation (GL) is required and should state the following: Old Mission San Luis Rey and all other constituent organizations of the Franciscan Friars, the officers, directors, agents, employees and assigns of each additional insured waiver of subrogation but only in so far as the operations and facilities under the event contract are concerned.
  - ❖ Certificate Holder: Old Mission San Luis Rey, 4050 Mission Ave., Oceanside, CA 92057-6402

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### ❖ **ADDITIONAL TERMS AND CONDITIONS FOR FOOD VENDORS & FOOD CARTS**

- A. You must obtain a San Diego Special Event Health Permit and meet all requirements set forth by the County Health Department.
- A. You must follow all guidelines and regulations set forth by the Oceanside Fire Department including having a certified fire extinguishers at your booth at all times. Note: Vendors frying must have a "K" rated fire extinguisher available.
- B. Oceanside Police Department and Fire Department regulations will be in force. It is your responsibility to read and comply with the City of Oceanside Fire Regulations. If you are cited during an inspection by Fire and/or Health Department representatives, you will be responsible for the payment of any fines.
- C. All food items must be stored inside the allotted space, covered and off the ground.
- D. San Diego Health Department requires that you provide appropriate cleaning materials as well as a hand-washing setup. *Running water is not provided on the grounds of the event.*
- E. Containers of butane or fuel must be affixed to a post or other secure item.
- F. **Every food booth must bring a Spill Kit or else they will need to purchase one on-site. The Spill Kit must be comprised of paper towels, cloth towels, kitty litter and/or sand, and water.**

**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 indemnity 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 exclusivity 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 buildings or premises, particularly the outside surface of any buildings 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 condition; 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, 2011. All cancellations must be submitted in writing prior to October 1, 2011 and are subject to a \$50 processing fee. All returned checks are subject to a \$50 service charge. After October 1, 2011, cash or money order payment is required.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

## **Storm Water Policy**

Only rain water is allowed in storm drains!

At no time is trash, debris, grease, ice, or any type of liquid to enter a storm drain. These drains are connected to the ocean, which means that any trash or liquid that goes down the storm drain automatically becomes pollution. It does not matter if it is "just water." If it is not rain water, it is not allowed in the storm drain.

San Diego Municipal code 43.0301 makes it illegal to pollute storm drains. Vendors must dispose of all pollutants such as trash, dirt, unfinished beverages and any other type of trash in the proper manner. Failure to comply with Storm Drain protection WILL result in forfeiture of deposit and/or citations by city officials.

Please sign if you have read and understand this page:

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



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### Vendor Payment Form

- Please find enclosed my payment of \$\_\_\_\_\_ in **cash** for participation in the 11<sup>th</sup> Annual Dia de los Muertos Festival in Oceanside on October 30, 2011.
- Please find enclosed a **check** payment of \$\_\_\_\_\_ for my participation in the 11<sup>th</sup> Annual Dia de los Muertos Festival in Oceanside on October 30, 2011.
- Please find my **credit card** information below for my participation in the 11<sup>th</sup> Annual Dia de los Muertos Festival in Oceanside on October 30, 2011.

Credit Card:       Visa       MasterCard       Discover       American Express

Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name on Card : \_\_\_\_\_ 3 digit V-Code # \_\_\_\_\_  
(located on back of card)

Billing Address: \_\_\_\_\_

**By signing this agreement, I authorize the Mission San Luis to charge my card for \$\_\_\_\_\_.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

*\*Note: Mission San Luis Rey will only accept credit card payments if the name on the credit card matches the name of the applicant on the vendor application.*