



FAMILY DAY
KITE FESTIVAL

Marina Green, San Francisco, CA
Saturday and Sunday, September 22nd and 23rd, 2012
11:00am - 6:00pm

Exhibitor Application

Exhibitor Information

Business Name _____ Contact _____

Address _____ City _____ State _____ Zip _____

Telephone: Day (____) _____ Evening (____) _____ Fax (____) _____

Email _____ Website _____

Mandatory CA Sellers Permit (Re-Sale #) _____ Non-Profit 501(c)(3) # _____ (If applicable)

Please list all goods and services (including brand names) to be sold or presented in your booth. Food vendors, please list all menu and beverage items. Note: Any product or service not listed here but presented for sale in your booth is subject to removal from the Festival. Please print clearly.

Booth Fees (covering both days of the festival)

Goods and Services Booth Space

10' wide x 10' deep

Basic: \$500

Food and/or Beverage Booth Space*

10' wide x 15' deep

Food and/or Beverage: \$ 1,000

*Please include your SF DPH Food Concessionaire Application and approved Permit when submitting this Exhibitor application.

Discounts

- Fair Trade Certified (Copy of Certificate) 10% off
- Certified Organic (Copy of Certification) 15% off
- Arts and Crafts (Made 80% by Exhibitor) 25% off
- Non-Profit (provide Federal 501(c)(3) #) 50% off

Electricity provided by Festival*

- 110 volts, up to 500 watt maximum \$ 80
- 120 volts, up to 20 amps \$ 100
- 120 volts, up to 60 amps \$ 140
- 120 volts, up to 80 amps \$ 160
- 220 volts plus: Please contact Exhibit Manager.

*Please bring your own extension cord.

Booth Fee Calculations*

* Fee DOES NOT include; Tent, Table or Chairs. These items are provided by exhibitor or rented for additional cost here.

- \$ _____ Booth Fee
- \$ _____ Tent: \$180 (Includes set up and breakdown)
- \$ _____ Table: \$15 (Includes set up and breakdown)

\$ _____ Chair: \$5 Each (Includes set up and breakdown)

\$ _____ Less Discounts

\$ _____ SUBTOTAL

\$ _____ Plus Electricity (if any)

\$ _____ TOTAL FEES

Logo and URL on the Festival Website

Once your registration has been confirmed, forward a .jpg of your logo and URL (Re: "Exhibitor Logo") for inclusion on the Festival website.

Booth Fees and Payment

Fees MUST be paid in full by 8/17/12. Cancellations prior to 8/17/12 will incur a \$100 cancellation fee. Fees will not be refunded for cancellations after 8/17/12. Booths not paid in-full by 9/10/12 will be released for re-sale without refund.

TOTAL FEES DUE \$ _____

TOTAL AMOUNT ENCLOSED \$ _____

BALANCE DUE (by 8/17/12) \$ _____

Circle One: Check Money Order

Billing Address _____

Signature _____

CHECKS PAYABLE: Family Day Kite Festival

c/o MarketingSuite.com
1 Market St, Spear Tower, 36th Floor
San Francisco, CA 94105
(415) 381-0100 Phone (415) 381-9329 Fax

On-Site Registration Hours

Saturday: 6:00am to 9:00am

Exhibitor Contract

1. Exhibitor agrees to abide by all applicable laws, ordinances and regulations pertaining to health, fire prevention, public safety, business licenses, sales tax permits, and applicable liability insurance.
2. Exhibitor must be open and staffed during Festival hours listed herein.
3. Exhibitor is responsible for securing exhibits and merchandise after Festival hours.
4. Exhibitor agrees to indemnify and hold harmless the Family Day Kite Festival (Producer), its owners, agents, and employees, and the City of San Francisco, its departments, employees, and agents from any and all claims, causes of action, law suits, damages, theft, injuries, and losses of property or to any person arising out of or connected in any way with the renting of space in the Festival.
5. Exhibitor agrees that this release is intended to be a full and final compromise and release of any claims, demands, actions, and causes of action, known or unknown and in consideration of this contract. Exhibitor expressly waives the provision of Section 1542 of the California Civil Code, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."
6. Producer will not be liable for refunds or any other liabilities whatsoever for the disruption of the Festival due to fire or other calamity, or by any Act of God (including but not limited to weather), public enemy, strikes, statutes, terrorists, ordinances, or any other cause. Producer has the option to cancel the Festival by August 13, 2012 and in such case, will return booth fees to the exhibitors.
7. Producer reserves the right to alter the booth layout plan at any time.
8. Exhibitor agrees to maintain the dignity and integrity of the Festival and will not perform any acts of a harmful nature. Producer reserves the sole right to ask any Exhibitor or its employees to leave the Festival whom they feel are not acting in the best interest of the Festival.
9. Exhibitors may not hand out free items to the public during the Festival without prior authorization.
10. Producer reserves the right to deny sale of items that have not been listed on the exhibitor application. Any exhibitor selling items not listed on the exhibitor application may be asked to leave the Festival without a refund.
11. Each exhibitor is responsible to read and understand the Exhibitor Acceptance Letter.
12. Exhibitor understands that a \$100 administration fee will be retained for any booth cancellations prior to August 17, 2012. Booth fees will not be refunded for cancellation after August 17, 2012.
13. Exhibitors agree to permit photographs and video to be taken of their booths and their work at the Family Day Kite Festival and to permit such photos and descriptions to be used by the Producer for promotional purposes. All photographs and video footage remain the property of Family Day Kite Festival. The photographers and videographers will be identified as photographers and videographers of the Family Day Kite Festival.
14. This agreement constitutes the entire agreement between the Family Day Kite Festival and each Exhibitor. No changes shall be valid unless agreed to in writing by both parties. Should the Festival seek legal action to enforce this contract, Exhibitor agrees to pay all legal fees and costs incurred by the Festival. Venue for such legal action is hereby agreed to be San Francisco, California.

Understood and Agreed:

Exhibitor Signature _____

Date _____

Print Name _____