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Vendor Application / Contract

Specify which Event you are applying for:

____ Cinco De Mayo
 ____ Herencia Mexicana
 ____ United For God
 ____ Escondido Holiday Festival

CONTRACT FOR BOOTH SPACE

We hereby authorize USA Multicultural Entertainment Group (USAMEG) to reserve booth space for the Multicultural Festival event for the above event. We agree to pay the fees listed below and to submit the requested information noted on this contract. We recognize and understand that failure to make required payment can result in the release of the assigned booth space. We acknowledge that by signing this contract for booth space, we have read and agree to the official Terms and Conditions detailed below.

Company Name _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Company contact _____ Title _____ Telephone _____
 E-MAIL _____ Website _____
 Secondary contact name _____ Tel _____

Exhibit product categories (check all that apply)

____ Non Food Items ____ Clothing ____ Arts and Crafts ____ Food and Catering ____ Non-Profit
 Business License No# _____

Brief description of item(s) selling, displaying, etc: _____

Raffle Item

Please specify what you would like to donate as a raffle _____
 Please bring to Information/check in booth. (Please make sure to add your business card or any other information with your raffle item. Raffles will be drawn throughout the day.)

In reading and completing this contract in full, we hereby agree to all of the terms and conditions put forth.

SIGNED _____

DATE _____

ABOUT USA MULTICULTURAL ENTERTAINMENT GROUP

USAMEG is an organization of artistic groups and local multicultural dancers representing all ethnicities and communities of San Diego. Their mission is to revitalize and help local communities by teaching them self organizational skills and develop collaboration among other artistic organizations.

PACKAGES

Package #1

(exclusively for non-profit organizations)

- 10 x 10 ft. Booth Space
- Logo on flyer

\$80.00

Package #3

(exclusively for restaurants)

- 10 x 10 ft. Booth Space
- * Requirements: Business License, Food License Certification, Insurance (1 million as minimum)
- * Please note: Required license in order to sell food
- For Exclusivity see #6 in terms and conditions
- Logo on flyer

\$225.00

Package #2

(exclusively for Independent business - arts, crafts, clothing, contractors etc.)

- 10 x 10 ft. Booth Space
- * Please note: Required business licenses
- For Exclusivity see #6 in terms and conditions
- Logo on flyer

\$135.00

Business Logo on the flyers ONLY

\$50.00

Please note, there is a time limit on having your logos in on time for flyers, posters and program. We must have your logo 2 weeks prior to event, if not we cannot guarantee it will be included. Please send your logo with contract.

ALL businesses must have an Escondido business license. You can purchase a one day license at City Hall. All businesses must have liability and insurance and all other licenses pertinent to what booth space you will be

Payment

- ☐ Make Checks payable to: USA Multicultural, PO box 46-1801, Escondido, CA 92046-1801
Or bill my: ☐ Visa ☐ MC ☐ Amex also Venmo available

Name on card: _____ Billing address: _____

Exp. date: _____ code on card: _____ zip code: _____

Total: _____

I _____ authorize USA Multicultural or Sohaila International to charge my card for the amount above.

FOR USAMEG USE ONLY

ID#: _____ Assigned Booth(s): _____ Amount: _____ Paid: _____

Check No# / Date: _____ Date Contract Received: _____ Accepted By: _____

Notes: _____

BOOTH SPACE TERMS AND CONDITIONS

1. This contract shall become binding and effective only when it has been signed by Exhibitor.

2. Assumption of risks; releases: Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer (Angel Aguilar, aka USA Multicultural, Angels assistants), nor the Event Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph or not.

3. Indemnification: Exhibitor shall indemnify, defend and hold Organizer and the Event Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

4. limitation of liability: Under no circumstances shall Organizer or the Event be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to USAMulticultural by Exhibitor for event space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. Management may employ reputable guards during the course of the exhibition to regulate the flow of attendees at the Event. These guards are not security guards. Neither Organizer, nor the owners or lessors of the Event Facility, shall assume any responsibility for Exhibitor's personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft.

5. Qualifications of exhibitor: USAMulticultural, in its sole discretion, determines whether a prospective exhibitor or vendor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and services to the public. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. USAMulticultural reserves the right to restrict or remove any exhibit that USAMulticultural, in its sole discretion, believes is objectionable or inappropriate.

6. Exclusivity of vendors: Any vendor that would like exclusivity for food or clothing, booth rate will be double the rate plus \$100.00. You will only have exclusivity with your type of product. ie: if selling cookies, there will be no other vender entitled to sell cookies. You will need to provide a minimum of three different food or clothing products.

7. Assignment of space: Exhibit space shall be assigned by USAMulticultural in its sole discretion based on the point system (first paid) established for the Event and for the Event Dates only. That assignment does not imply that similar space will be assigned for future Events USAMulticultural reserves the right to change the floor plan or to move an Exhibitor or vendor to another booth location prior to or during the Event for any or no reason.

8. Booth placements: USAMulticultural will attempt to honor all booth placements based on the point system (first paid) established if application and payment are made within stipulated time limit. However, USAMulticultural reserves the right to make alternative placement. Offers made as to location of space are current policy and not a guarantee. USAMulticultural shall be the final authority in assigning space. USAMulticultural may refuse acceptance of any contract for any or no reason.

USAMulticultural reserves the right to determine the eligibility of any company or product for inclusion in the Event. No exhibitor or vendor shall exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specified in its application. USAMulticultural further reserves the right to add, alter or delete from the Event's floor plan at any time in its sole discretion.

10. Cancellation by exhibitor: The Applicant has a right to cancel this agreement by one month prior to event, by giving written notice, with a full refund less 40% cancellation fee for each booth. If cancellation is received after one week before event, Applicant will be liable for 100 percent of the total exhibit or vendor fee. This amount is considered to be liquidated and agreed upon damages, for the damages USAMulticultural will suffer as a result of Exhibitor's cancellation.

11. Cancellation by USAMulticultural: If Exhibitor fails to make a payment required by this contract in a timely manner, USAMulticultural may terminate this contract (and Exhibitor's or vendor's participation in the Event) without further notice and without obligation to refund any monies previously paid. USAMulticultural reserves the right to refuse Exhibitor or vendor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer. USAMulticultural is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability here under. USAMulticultural may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation on USAMulticultural part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If USAMulticultural removes or restricts an exhibit or vendor that USAMulticultural considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

12. Cancellation/refund of the event: If USAMulticultural cancels the Event due to circumstances beyond the reasonable control of USAMulticultural (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), USAMulticultural shall refund to Exhibitor or vendor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer to Exhibitor. There are no refunds for any booth due to rain. Event will go on as planned rain or shine.

13. Exhibit space occupancy: USAMulticultural shall specify the hours and dates for installing, occupying and dismantling exhibits. Set up is from 8:00 am to 10:00 am clean up is from 4:00 pm until 5:00 pm. If Exhibitor fails to install its display in its assigned space by 10:00 am, or leaves its space unattended at any time during the Event, USAMulticultural shall have the right to take possession of the space, terminate this contract and no refund will be due to Exhibitor or vendor. All booths must be open for business at all times during the Event.

14. Event set-up and show hours: Set-up is from 8:00 am to 10:00 am. Event hours are from 11:00 pm to 4:00 pm. Please make note of the following: Information on installation and removal of exhibits. Please make note of the following: Exhibits must remain open in accordance with the schedule published prior to the Event or as amended by USAMEG. NO BREAKDOWN or DISMANTLING OF BOOTHS will be permitted before the Event officially closes down.

15. Listings and promotional materials: By exhibiting at the Event, Exhibitor or vendor grants to Organizer a fully paid, perpetual nonexclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. Organizer may also take photographs of Exhibitor's booth space, exhibit, guests and personnel during, before or after the open hours of the Event and use those photographs for any promotional purpose.

16. Care of exhibit facility: Exhibitor shall promptly pay for any and all damages to the Event Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

17. Taxes and licenses: Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of USAMulticultural.

18. Insurance: Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. The insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. Workers' compensation insurance; Comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); Automobile liability insurance with limits not less than \$500,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable).

ALL EXHIBITORS MUST SUBMIT A CERTIFICATE OF LIABILITY TO USAMEG/Angel Aguilar PRIOR TO SETUP OF BOOTH SPACE.

19. Copyrighted materials: Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

20. Observance of laws: Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Event Facility (including any union labor work rules if applies). Without limiting the foregoing, Exhibitor shall construct its exhibits (booths) to comply with the Americans with Disabilities Act.

21. Additional terms and conditions: USAMulticultural has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, USAMulticultural in its sole judgment and discretion may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of USAMulticultural. Exhibitor shall not assign this contract or any right or obligation hereunder.

22. Exhibitor information: Prior to the Event, USAMulticultural will send an Exhibitor information to the “Primary Contact” listed on the front of this contract. The Exhibitor information will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

23. Incorporation of rules and regulations: Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by USAMulticultural in its sole discretion. USAMulticultural may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, upon notice to Exhibitor. Any rules and regulations (whether or not included in an Exhibitor information or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by USAMulticultural as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor information and any additional rules or regulations adopted by USAMulticultural) states the entire agreement of the parties with respect to the subject matter hereof.

24. Governing law: This contract is governed by the laws of the State of California as applied to contracts entered into and entirely performed within that State by residents of that State. Exhibitor hereby submits to the exclusive jurisdiction of the courts located in California, which shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in the state of California.

25. Outside exhibits/hospitality suites: Exhibitor is prohibited, without express advance written approval from USAMulticultural, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tours. Exhibitor shall not operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through USAMulticultural. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, USAMulticultural reserves the right to notify the applicable venue to cancel any hospitality space under Exhibitor’s name. Exhibitor shall remain liable for the payments made to the event, organizer or applicable venue.

26. Contractor services: USAMulticultural has if needed will contract on an exclusive basis, official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services.

27. Character of displays; use of aisles and Common areas: Distribution of samples, printed matter of any kind and any promotional material is restricted to the booth. Exhibitor shall only exhibit products that it manufactures, represents or legally distributes. All exhibits shall display products or services in a tasteful manner. Signs, decorations, banners, advertising material or special exhibits will be permitted in your booth only. Uniformed attendants, models and other employees of Exhibitor must remain within its booth. Any and all advertising distribution must be made from Exhibitor’s booth space. Strolling entertainment or moving advertisements outside of an Exhibitor’s exhibit space are prohibited.

28. Sound devices: The use of devices for mechanical reproduction of sound or music may be permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones.

29. Fire and safety laws and rules: Federal, state and city laws must be strictly observed. All materials used for display of any kind must be flame proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. The use of crepe paper and any decorative paper of any type are prohibited and will not be permitted. Your display must meet all the required fire regulations. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into aisles under any circumstance. This is a strict order of the fire marshal. Exhibitor may be closed down for infringing this rule.

30. Sub-letting: No sub-letting or sharing of exhibit space will be permitted without prior approval from Organizer.

31. Solicitations: Any sales outside of booth are strictly prohibited during the Event.

32. No show policy: If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, Exhibitor must notify the USAMulticultural/Angel Aguilar at 760-855-8115. Non-notification will result in resale of space, and no refunds will be made.

33. Rights of offset; enforcement: USAMulticultural reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding Organizer. This applies to ad insertions, sponsorships, booth space, or any other product or services offered by Organizer.

34. Entire agreement: This contract (including the Exhibitor information and any additional rules or regulations adopted by USAMulticultural from time-to-time) represents the entire agreement between USAMulticultural and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between USAMulticultural and Exhibitor relating to the Event.

_____ Please initial that you have read above terms.

Once we receive your application/contract you will get details on your booth space number, detailed time to set up at event and other pertinent information. We appreciate that you will be with us and helping to enhance our community.