



SAN DIEGO CHINESE NEW YEAR FAIR VENDOR APPLICATION FEBRUARY 24 AND 25, 2024

Application deadline for Vendors is January 26, 2024. The 41st Annual Chinese New Year Fair is Saturday, February 24, from 10:00am – 5:00pm, and Sunday, February 25, from 10:00am – 5:00pm.

Applicants must submit payment and Signed Vendor Application.

Site of the festival will be in downtown San Diego, located at Third Avenue and J Street, San Diego, CA 92101.

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: _____

E-mail: _____

**PAYMENT is payable and mailed to:
"Chinese Consolidated Benevolent Association"**

**CCBA
428 Third Avenue
San Diego, CA 92101**

If you wish to charge your Vendor Fee with **Credit/Debit Card**, (there will be 4% surcharge on card payments)

Visa / Master Card

Card # _____

Name on Card _____

Exp. Date _____ CSC # _____

Billing Address & Zip _____

Signature: _____

 YES, I want to be a VENDOR

The festival will provide 1 table and 2 chairs to nonfood vendors only. **All vendors must supply their own canopy** (unless you rent one below). No discounts for providing your own equipment. We are unable to accept food trucks.

Please check which booth applies to you (all non-food vendor options include a table and two chairs)

- Arts and Craft Vendors (handmade ONLY) \$250
- Nonprofit booth (501c3) here: _____ \$375
- 10x10 Commercial booth \$575
- 10x20 Commercial booth (must be one entity) \$950

Food Vendor options (these choices are for the space only and not additional equipment such as tables and chairs):

- 10x10 single item food space* - contact for information
- 10x10 food space* (no tent/table/chair supplied) \$900
- 10x20 food space* (no tent/table /chair supplied) \$1,700
A 10x20 food space cannot be a shared space between two different food vendors

Please check box below if you need these items:

- Additional chairs (space rental comes with two) \$ 5
- Table Cover and Skirt \$ 20
- Electricity \$ 75
- Tent/Canopy Rental \$200

Note: There will be a **late processing fee of \$75** if received after January 26. There will be no refunds after February 1.

ALL FOOD BOOTHS MUST PROVIDE A SEPARATE CLEANING DEPOSIT CHECK FOR \$100. – See Agreement

Provide description of what you will be providing (or menu):

*Food Vendors must include Health Permit information (Enter TFF # and expiration date below)

TFF # _____ Exp Date: _____



VENDOR BOOTH RENTAL AGREEMENT

The Chinese New Year Fair Organizing Committee hereinafter referred to as CNYFOC, permits the vendor listed at the bottom of this agreement, hereinafter referred to as VENDOR to use the Rental Booth facilities for February 24 and 25, 2024, in accordance with the following agreement. Please read each box below and initial each, indicating you read, understood, and accept the terms of this agreement:

BEFORE CNY - Initial here _____

1. VENDOR agrees to comply with all policies which in any manner affect or relate to the use of the booth space rental.
2. CNYFOC 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 CNYFOC.**
4. Refunds for booth space rental cancelation before February 9, 2024, will be at 50% of booth cost. No refunds will be given after February 9, 2024, unless the event is canceled. Weather will not be grounds for refunds, full or partial, unless weather causes cancellation of event. **We cannot guarantee weather conditions or event attendance.** Card payments will incur a 4% surcharge. No refunds will be given if expectations are not met. You are responsible for your expenses and losses.
5. Approximately one week prior to the Chinese New Year Fair you will receive the directive for the day's set up and break down procedures.
6. Set up will begin on Friday afternoon, February 23, and continue until Saturday morning, February 24, 2024.

DURING CNY - Initial here _____

1. **Booth Space Rental shall begin at 7:00 AM on February 24 and end at 5:00 PM on February 25, 2024** (if vendor opts to set up on Friday, February 23, rental and liability will begin then).
2. **All vendors must supply their own canopy, unless renting from us. Additional items have an additional cost.**
3. 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 CNYFOC. It is our right to relocate the rental booth should it deem necessary.
4. The VENDOR **may not operate any music device**, such as music equipment, computer, stereo, DJ equipment without obtaining consent from CNYFOC. Operation of such devices without permission will result in VENDOR to cease activity.
5. CNYFOC reserves the right to deny sale or display of objectionable or offensive materials. CNYFOC may inspect information being distributed or the products being offered for sale by VENDOR and restrict or deny distribution of any item CNYFOC considers inappropriate.

CLEANING AFTER CNY - Initial here _____

1. **ALL FOOD VENDORS MUST INCLUDE A SEPARATE CLEANING DEPOSIT CHECK FOR \$100.** This check will not be cashed unless your space is left unclean at the end of clean up on Sunday night. If your space checks out, you will get your Cleaning Deposit Check back.
2. ALL VENDORS shall remove their property and **clean up all trash and waste material** in and around the Rental Booth Space by end of day before leaving the festival grounds or the cleaning deposit check of \$100 will be cashed. Site must be left in the same (or better) condition in which you arrived.
3. VENDOR is responsible for losses, damages, and expenses of any kind resulting from the use of the rental space. **Any damage to rental items will result in a charge for damages.**
4. ALL VENDORS shall remove all 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 be charged for the cleaning. Site must be left in the same condition as arrival, regardless of food vendor or non-food vendor.
5. VENDOR **may not vacate the event without first checking out with staff.**

RIGHTS & RESPONSIBILITIES - Initial here _____

1. This Agreement shall be subject to the applicable laws of California. Any disputes shall be brought before the courts of San Diego, California.
2. VENDOR indemnifies and agrees to hold the CNYFOC, CCBA, the City and County of San Diego and any associated agencies affiliated with the festival event and their members, officers, directors, and employees, harmless against any and all liability whatsoever arising from any claim made against CNYFOC or loss incurred by VENDOR as a result of or in any way arising from, relating to, or connected with the obligations identified within Agreement including loss or liability caused by active negligence, except loss or liability caused by sole negligence or willful conduct. This shall survive any termination of this rental agreement. This begins from the day VENDOR arrives to set up.
3. Vendor understands that they 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 organizers.
4. This agreement indicates your willingness to abide by all terms, conditions, and general regulations listed on this document as well as such additional rules and regulations as necessary, provided these do not materially alter the vendor's contractual rights.

Signature _____ Date: _____

Checks are payable to "Chinese Consolidated Benevolent Association." Application deadline is January 26, 2024. Mail **1) Check or card info, 2) Application, and 3) signed Booth Rental Agreement, (and a separate Cleaning Deposit check for Food Vendors)** to:

CCBA, 428 Third Avenue, San Diego, CA 92101