

**DATES: MAY 8 to OCTOber 9, 2025 (5-8PM) = 6 WEEKS/1 Week Per Month**

**NON-FOOD**

**BOOTH**

**FORM**

­

(2ND Thursday of each month)

**\*BOOTH RATES ARE NON-REFUNDABLE\***

**NON-FOOD BOOTH**

**Certain Restrictions Apply to BOOTHS, PERMITS & PRESENTATION**

**Booth Price is based on a 10X10 Space.**

* $80 Per Week Merchandise (Pre-Pay 6 Weeks)
* $70 Per Week Information or Non-Profit Booth (Pre-Pay 6 Weeks)
* $45 Per Week Entertainment Booth (Pre-Pay 6 Weeks)

**Company Name:**

**Phone: Contact Name:**

**Address:**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**What are you selling? (Be Specific)**

**Start & End Dates – no Single Weeks for your booth:**

**Signature:**  **Date:**

**(BOOTHS must Pre-Pay for the 6 Weeks)**

**Make Check Payable To: Skyway Nights, 718 E. Chapel St, Santa Maria, CA 93454**

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**Indemnity Agreement - Please Read Carefully**

The above applicant hereby referred to as the Exhibitor agrees to lease space for Skyway Nights, which will take place the 2nd Thursday of each month from 5pm to 8pm, Starting May 8th (Times & Dates subject to change) **Located in the Parking Lot behind the Pond at Waller Park.**

1. The Exhibitor is leasing booth space from the Producer to be assigned at the discretion of the Producer. The booth space is provided by the Exhibitor and must be self-contained. Exhibitor understands that the Producer does not provide water, electricity, tables, Pop-ups, or chairs. **ALL VENDORS MUST HAVE A POP-UP, OR FOOD TRUCK & A PROFESSIONAL PRESENTATION.** **(Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

2. Exhibitor agrees to accept, use, and pay for the exhibit space as listed above. The exhibitor agrees not to sublet or apportion space to anyone else and abide by all rules and conditions in this agreement and City, & County rules and regulations.

3. All agreements and payments are due by May 1st, 2025. Acceptable forms of payment are cash, check, MasterCard, or Visa. The exhibitor agrees to pre-pay the 6 weeks in advance.

**(Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

4. Exhibitor agrees to accept the assigned space. Exhibitors will be notified of the assigned space no later than May 7th, 2025.

5. Exhibitors will limit vehicles brought to the event to one vehicle. Exhibitors will staff their booths from 5pm to 8pm. Exhibitors are responsible for the delivery, handling, setup, and removal of their displays. Exhibitors must set up their booths from 4:00pm to 4:45pm and be **READY no later than 5pm each Thursday.** All vehicles must be off the event path and in the parking lot by 4:45pm. All booths must STAY UNTIL THE END OF THE EVENT. **Each vendor is required to remove their trash and leave their area clean, or a $25 Cleaning Fee will be applied.**

**(Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

6. Exhibitors who come in after 5pm to set up will have to park and walk their booths in. **All booths must stay until the event is OVER – No Earlier than 8pm.** If this happens more than once, Vendor will be permanently removed from future events. **(Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

**7. Each Food Vendor** must provide two, twenty-gallon trash containers and remove such trash at the end of the event.

8. Producer does not represent or guarantee product or service exclusivity to the vendors.

9. Vendors are responsible for their own registers and sales taxes.

10. Producer is staging a family event, so Vendors must ensure that their product or service is appropriate for the entire family. Drugs, knives, firearms, or drug paraphernalia may not be sold, promoted, or demonstrated.

11. There are no cancellations or refunds after May 1st, 2025.

12. **Vendors are not allowed to hand fliers, brochures, coupons, etc. outside Their vendor space.** **(Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

13. Any person or entity utilizing Skyway Nights to promote its business, service, or selling products without a prior vendor agreement and corresponding payment will be charged a marketing fee of $1,500.

14. Credit may be issued if the approved participant **cancels within 48** hours **(By no later than 1pm Tuesday)**. No credits will be issued for no-shows or late cancellations. **If a Vendor no shows 2 times without a minimum of 48-hour notice they will be permanently removed from future events. No refunds will be issued in any case. (Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

15. In the event of rain or inclement weather, the Event Coordinator will decide whether to cancel by 2PM on that event day. It is the participant’s responsibility to contact the Event Coordinator to find out if it is canceled. No credits will be given unless the coordinator has given the official call. **A participant who chooses not to participate when a rain call has not been made will not be issued a rain credit. (Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INDEMNITY AGREEMENT**

**Please Read Carefully & RETURN**

*The Vendor shall indemnify and hold harmless* Skyway Nights*, Emerald Wave Media from any and all demands, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising, or growing out of, or in any way connected with, the vendor’s participation in Downtown Fridays. It is mutually agreed that there shall be no change or modification of this contract except by a written amendment signed by both parties hereunto, their successors, and assigns.*

**AGREEMENT**

*I have read and understood* Skyway Nights *Rules and Regulations, and I hereby agree to abide by these rules and regulations. I understand that if I do not comply, I and the organization or entity I represent, if any, will be excluded from future participation in* Skyway Nights *Events, and will be subject to any and all other rights, claims, and remedies the* Skyway Nights *entities may have for such failure.*

**Signature of Authorized Vendor Representative:**

**Date:**

**Please sign/return application, security form, Credit Card Info, and correct payment to:**

Skyway Nights: 718 East Chapel St. Santa Maria, Ca. 93454

OR email to edcarcarey@yahoo.com