



ASIAN CULTURAL FESTIVAL – MAY 8, 2010

PARTICIPANT APPLICATION

GENERAL INFORMATION

Organization/Business Name: _____ Applicant Name: _____

501c3 (if you're a non-profit): _____ Tax ID #: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Business Number: _____ Office Fax: _____ Cell Phone: _____

Organization Website: _____

E-mail Address: _____

ALL PAYMENTS MUST BE MADE TO "MABUHAY ALLIANCE" AND MAILED TO ACF-MA, P.O. BOX 34702, SAN DIEGO, CA 92163

SPECIFY WHAT YOU ARE APPLYING FOR:

Please make note of the application deadlines for there will be no exceptions. Once you have marked your choice, complete the rest of the form.

Please check all that apply to you (Please note DEADLINES):	
<input type="checkbox"/> Sponsorship..... April 30, 2010	<input type="checkbox"/> Advertisement..... April 30, 2010
<input type="checkbox"/> Donation..... Open	<input type="checkbox"/> Performer..... PAST
<input type="checkbox"/> Vendor Booth..... April 30, 2010	<input type="checkbox"/> Volunteer..... May 5, 2010

FOR DONATIONS

Please indicate how much money you would like to donate: \$ _____ This will help the production of the event and you will receive recognition.

FOR SPONSORSHIP

Description of sponsorship benefits on ACF Sponsor Packet. Please make note of all deadlines that apply to vendor booths and advertisements. Otherwise, please check which applies to you:

- | | |
|---|---|
| <input type="checkbox"/> Title Sponsor..... \$10,000 + | <input type="checkbox"/> Silver Sponsor \$1,500 |
| <input type="checkbox"/> Platinum Sponsor \$5,000 | <input type="checkbox"/> Supporting Sponsor \$ Variable |
| <input type="checkbox"/> Gold Sponsor \$3,000 | |

FOR VENDOR APPLICANTS

The Asian Cultural Festival will provide 1 (10x10) tent, 1 table, and 2 chairs. No discount will be given for providing your own equipment. Electricity will be provided to food vendors. Non-food vendors must pay an additional \$50 for electricity. Please check box below if you need electricity.

Please check which booth applies to you: <input type="checkbox"/> Non-profit organization booth (providing information only).....\$100 <input type="checkbox"/> Non-profit organization booth (selling of products).....\$150 <input type="checkbox"/> Commercial booth (providing information only).....\$200 <input type="checkbox"/> Commercial booth (selling of products).....\$250 <input type="checkbox"/> 10x10 space food booth (only 2 tables & 4 chairs provided).....\$300 <input type="checkbox"/> 10x20 space food booth (only 3 tables & 6 chairs provided).....\$400 Please check box below if you need electricity. <input type="checkbox"/> Electricity (\$50 dollars to non-food vendors)	Please provide brief description of the information or products you will be providing at the festival: _____ _____ _____ Note: There will be a late fee after April 30, 2010 – See Booth Rental Agreement
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Special Instructions for FOOD VENDORS only:

You need to complete and submit the following documents:

- | | |
|--|---|
| <input type="checkbox"/> Participant Application for ACF | <input type="checkbox"/> Current Food Handler's Permit |
| <input type="checkbox"/> Vendor Booth Agreement for ACF | <input type="checkbox"/> Current Copy of Insurance naming the City of San Diego as additionally insured |
| <input type="checkbox"/> Current County Health Permit | |



FOR ADVERTISEMENT APPLICANTS

Design specifications:

- Camera-ready artwork or digital files such as high resolution JPEGs, PDF, EPS, or TIF files are ok.
- Set up ad for your specified page size
- Specify color or black & white for the ad
- Digital image resolution must be at least 300 dpi (dots per inch) or higher
- Word documents are also accepted without pictures or images.
- Pictures and images will be separated files saved as JPEG, PDF, TIFF, or EPS files.

Please check the size of your advertisement:

- Outside back cover (8.5 x 11).....\$1,500 / Color only
- Inside back cover (8.5 x 11)..... \$900 / Color only
- Inside front cover (8.5 x 11)..... \$900 / Color only
- Inside full page (8.5 x 11)..... \$200 / Color
- Inside full page (8.5 x 11)..... \$120 / Black & White
- Inside ½ page (8.5 x 4.5)..... \$100 / Color
- Inside ½ page (8.5 x 4.5).....\$60 / Black & White
- Inside ¼ page (4.25 x 2.25).....\$40 / Black & White only
- Business card (3.5 x 2).....\$20 / Black & White only

Please check one of the following:

- Our company/organization will provide the full design of the ad in accordance with the specifications put forth, and will **submit the fully designed advertisement to the ACF Organizing Committee by April 16, 2010.**
- Our company/organization requests that the ACF design our ad. We understand that all ad information (i.e. text style, company logo, etc) must be **submitted to the ACF Organizing Committee no later than April 2, 2010.**

FOR PERFORMERS

- Type of performance:
Singing Dance Art Other _____
- From which culture:
Japanese Chinese Korean Filipino Indian Taiwanese Other _____
- Type of generation:
Traditional Modern

Length of Performance: _____ Number of people in group: _____

Stage equipment that YOU will provide: _____

Stage equipment that you need ACF to provide: _____

Performance experiences/background:

FOR VOLUNTEERS

Shirt size: _____ Age: _____ Birthday: _____ Do you drive? _____

School you're associated with: _____

Organizations you're associated with: _____

Availability during the week (please indicate the time frames – a.m. or p.m. - in each day that you are free):

Mondays _____	Fridays _____
Tuesdays _____	Saturdays _____
Wednesdays _____	Sundays _____
Thursdays _____	

Commitment for "day of" the festival (please circle one):

All day	Setup	First Half	Second Half	Breakdown
5:30am-10:30pm	6:30am-11:00am	10:30am-3:00pm	2:30pm-7:00pm	6:30-10:30pm
16 Hours	4.5 hours	4.5 hours	4.5 hours	4 hours

Guardian Name: _____

Relation to Guardian: _____

Contact Number of Guardian: _____

Guardian Signature: _____

Date Signed: _____



BOOTH RENTAL AGREEMENT

Asian Cultural Festival – May 8, 2010

The Asian Cultural Festival Organizing Committee hereinafter referred to as ACFOC, permits the vendor listed at the bottom of this agreement, hereinafter referred to as VENDOR to use the Rental Booth facilities in accordance with the following agreement:

BEFORE THE FESTIVAL

1. The VENDOR agrees to comply with all existing laws and policies which in any manner affect or relate to the use of the Rental Booth.
2. The ACFOC reserves the right to evict anyone violating any of the rules outlined herein, or violating any other rules and regulations.
3. The VENDOR may not sub-let any portion of the rental booth space, without the prior written consent of ACFOC.
4. The VENDOR must **remit application with at least 50% of booth rental fee** (nonrefundable down payment). No refunds will be given after April 2, unless the event is canceled. Weather conditions will not be grounds for refunds, full or partial, unless weather causes cancellation.

DURING THE FESTIVAL

5. Booths are rented for the duration of ACF 2010 only. **Rental shall begin at 7:00 AM and end at 7:00 PM** on May 8, 2010.
6. ACFOC agrees to provide (1) Canopy, (1) Tables & (2) Chairs, during the event to all non-food selling VENDOR's. Additional items have cost.
7. The Booth 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 ACFOC. It is ACFOC's right to relocate the rental booth should it deem necessary.
8. The VENDOR **may not sell or provide water or soda** without consent, unless it is a specialty beverage. ACFOC will control beverages.
9. The VENDOR **may not operate any music device**, such as music equipment, computer, stereo, DJ equipment without obtaining consent from ACFOC. Operation of such devices without permission will result in VENDOR to cease activity and termination of electricity without refund.
10. ACFOC reserves the right to inspect the information being distributed or the products being offered for sale by the VENDOR, and restricts the distribution of any item it considers as in violation of existing federal, state, and local laws and ordinances and shall retain the right to disallow what it deems inappropriate for the event. ACFOC reserves the right to deny sale or display of objectionable or offensive materials at the event.
11. The VENDOR shall be solely responsible for all-losses, cost, damages and expenses of any kind whatsoever resulting from, arising out, or incidental to the use of the Rental Booth.

AFTER THE FESTIVAL

12. The VENDOR shall remove its property and **clean up all trash and waste material** in and around the Rental Booth by 7:00 PM on event day or will be invoiced for a clean up fee of \$125. Site must be left in the condition in which you arrived.

OVERALL RIGHTS & RESPONSIBILITIES

13. This Agreement shall be subject to the applicable laws of California. Any disputes arising from this Agreement shall be brought before the county courts of San Diego, California.
14. The VENDOR indemnifies and agrees to hold the ACFOC, Mabuhay Alliance, the City of San Diego and any associated agencies affiliated with the festival event and their members, officers and directors, and employees, harmless against any and all liability (including court costs and attorney's fees) whatsoever arising from any claim made against ACFOC or loss incurred by the VENDOR as a result of or in any way arising from, relating to, or connected with the obligations identified within this VENDOR's Agreement including loss or liability caused by active negligence, except loss or liability caused by sole negligence or willful conduct. This hold harmless and indemnification obligation shall survive any termination of this rental Agreement. VENDOR holds harmless ACFOC, Mabuhay Alliance, the City of San Diego and any associated agencies affiliated with festival event area any filed claims associated with product liability such as negligence, strict liability, breach of warranty and consumer protection claims. The VENDOR will act as the sole, distributor, supplier and/or manufacturer of products sold in ACF, hence will be solely held liable for claims associated with products sold to customers at ACF only.
15. This agreement for Booth Space at the 2010 ACF indicates the VENDOR's willingness to abide by all accompanying terms and conditions and general regulations listed on this document as well as such additional rules and regulations as ACFOC deems necessary for the success of the ACF, provided these latter do not materially alter the Participant's contractual rights.
16. Applications received after April 30, 2010 will incur a \$35 late processing fee, at the discretion of the ACFOC.

_____ By initialing here, I confirm that I have read ALL the conditions to this Vendor Booth Agreement.

Name of vendor (please print legibly)

Name of business or organization (please print legibly)

Signature of Vendor

Date Signed



ADVERTISEMENT AGREEMENT

Asian Cultural Festival – May 8, 2010

- 1. Materials.** Materials will not be returned to Advertiser unless specifically requested by Advertiser.
- 2. Payment with order.** Payment in full is due within thirty (30) days of the initial invoice date. Advertising privileges will be suspended on accounts over 90 days past due. All expenses and legal fees incurred in collecting outstanding invoices will be paid by the Advertiser. Mabuhay Alliance (MA), as the fiscal agent for the Asian Cultural Festival, and the Asian Cultural Festival Organizing Committee (ACFOC) reserve the right to require payment in advance of publication.
- 3. Submission of materials.** Advertiser shall submit to MA and the ACFOC all advertising and editorial materials no later than April 16, 2010 by the end of business day. No cancellations are accepted after closing dates without written agreement from MA and the ACFOC.
- 4. Rejection of advertisement materials.** The ACFOC reserve the right to reject any advertisement at any time after receipt of proof of text, copy and/or illustrations, even though a prior similar order may have been approved. The ACFOC have the right to omit any advertisement when the space allotted to advertising has been filled. Unintentional or inadvertent failure to publish advertising invalidates the insertion order for that issue only. Failure of the ACFOC to insert any advertisement shall be considered immaterial and shall not constitute a breach of this Agreement, nor shall ACFOC be liable for damages thereof.
- 5. Failure to publish.** MA and the ACFOC shall not be liable for any damages for failure to fulfill an order for any reason whatsoever, including but not limited to labor disputes, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, act of God, or any other circumstances. In such event, Advertiser's sole remedies shall be those in paragraph 4 above.
- 6. Use of advertisement space.** Any specification or order for the use or non-use of any particular page or position where the advertisement is to be inserted shall be treated as a request only, and MA and the ACFOC shall not be obligated to comply with said request. In the event said request for position is granted, Advertiser shall pay an additional position charge.
- 7. Cancellation of agreement.** MA and ACFOC reserve the right to cancel this Agreement at any time upon failure to pay after SEVEN calendar days after receiving the ad.
- 8. Lawsuits.** In the event MA and the ACFOC must employ an attorney to collect sums due hereunder or to enforce compliance by Advertiser with any of the terms of this Agreement, Advertiser shall pay to MA and the ACFOC's attorney's fees and other costs incurred by MA and the ACFOC in connection with any legal actions and appeals thereof.
- 9. Indemnification.** Advertiser shall indemnify MA and the ACFOC and hold MA and the ACFOC harmless from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against MA and the ACFOC on grounds alleging that any advertisement submitted hereunder by or on behalf of Advertiser violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights. Advertiser agrees at Advertiser's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against MA and the ACFOC, provided that MA and the ACFOC shall promptly notify Advertiser with respect thereto. The Advertiser shall reimburse MA and the ACFOC for any amount paid by MA and the ACFOC in settlement of claims or in satisfaction of judgments obtained by reason of publication of such advertising copy, together with all expenses incurred in connection therewith, including but not limited to, reasonable attorney's fees and court costs.
- 10. Representation.** This writing contains the entire Agreement of the Parties. No representations were made or relied upon by either party, other than those expressly set forth in this Agreement. No agent, employee or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by a duly authorized officer, employee or representative of the respective parties.
- 11. Validity.** Should any part of this Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such part, parts, or portion which may, for any reason, be hereafter declared invalid.

___ I have read, understand and comply with all conditions set forth in this advertising agreement.

Business/Organization: _____

Contact Name: _____

Signature: _____

Date: _____



VOLUNTEER AGREEMENT & LIABILITY WAIVER

Asian Cultural Festival – May 8, 2010

FOR VOLUNTEER APPLICANT TO READ:

Thank you for your interest! Your support and effort is the backbone of this event! Please keep in mind the following guidelines that we are asking our staff and volunteers to adhere to when representing the Asian Cultural Festival.

NOTE: If you are under 18, review this document with your parents before you sign it.

- Be **on time** for the promotional events that you sign up for prior to Asian Cultural Festival, even arriving 10 minutes before your designated time. Check in with the designated point person and get your assignment for the day.
- Be sure to **sign in and sign out** so that we can keep track of your volunteer hours.
- Remember to **use appropriate language** when you are promoting the Asian Cultural Festival.
- **Dress appropriately** for any event you may be working to promote Asian Cultural Festival. As much as possible, wear comfortable shoes because it is more than likely that you will be standing and/or walking for lengthy periods of time.
- **Be alert and actively engaged** in your task while you are volunteering. There will be someone from the main organizing committee monitoring the volunteers at each event.
- If you have signed up to volunteer and are unable to make it, please email us at acfsandiego@gmail.com as soon as you are able.
- On the day of the event, please wear your Asian Cultural Festival T-shirt at all times.

Please complete and sign the following statement (all participating VOLUNTEERS must sign below and at the bottom of the page):

“I, _____, the volunteer applicant, have read and understand these conditions, and I will do my best to meet these expectations as a Asian Cultural Festival Volunteer – before, during, and after the event takes place.”

FOR THE PARENT OR GUARDIAN OF THE VOLUNTEER APPLICANT:

In consideration of being permitted to participate in any and all activities associated with the Asian Cultural Festival Organizing Committee, I agree, on behalf of myself and/or my minor child (if any) to the following:

_____ (initial) I agree and represent that I have inspected, or immediately upon entering the designated festival area will inspect, the premises and facilities. My, and my child’s entry into the designated festival area for all purposes, including, without limitation, participation or use of any facilities or equipment, constitutes an acknowledgment that such premises and all facilities and equipment were inspected and that I find and accept them as being safe and reasonably suited for the purposes of my participation in this event.

_____ (initial) I release, waive, discharge, and covenant on behalf of myself and my minor child not to sue Mabuhay Alliance, promoters, sponsors, their elected and appointed officials, agents, volunteers, and employees (“Releasees”) from all liability to me, or my child, for any loss or damage, and any claim or demands on account of personal or property injury or because of my, or my child’s, death, whether caused by Releasees’ negligence or otherwise, while I, and my child, participate in the Asian Cultural Festival and all associated activities (“Program”).

_____ (initial) I agree to indemnify and hold the Releasees harmless from and against any and all claims arising from my, or my child’s, participation in Asian Cultural Festival and all associated activities, whether caused by Releasees’ negligence or otherwise. I will pay all costs incident to any claim, including, without limitation, attorneys’ fees.

_____ (initial) I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

_____ (initial) I have read and voluntarily sign the release and waiver of liability and indemnity agreement, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Signature of Volunteer Applicant

Signature of Parent/Guardian (if volunteer is under 18 years old)

Name of Volunteer Applicant

Name of Parent/Guardian (if volunteer is under 18 years old)

Contact # Age Date

Contact # Relation Date