



Hello!

We are proud to announce the upcoming Asian Cultural Festival of San Diego, celebrating the diversity of cultures, ethnicities, and peoples from Asia and the Pacific Islands in San Diego! This exciting new heritage and culture festival will be held on Saturday, May 8, 2010 at the NTC Park at Liberty Station, from 11:00 am to 6:00 pm.

The Asian Cultural Festival of San Diego will 1) celebrate and unify the diversity of our Asian populations for Asian Heritage Month, 2) educate and share with non-Asians the arts and traditions of our ethnic populations to support and preserve cultural harmony, 3) build intergenerational and intercultural bridges across all barriers, 4) create awareness for the programs of Mabuhay Alliance that help underserved communities, and 5) generate funding to support those programs.

A new project initiated by the Mabuhay Alliance, this celebration and festival will be held during Asian Heritage Month and unite San Diego's many ethnicities, both Asian and non-Asian. The Mabuhay Alliance is a registered 501(c)3 nonprofit organization with a vision of a prosperous and thriving community where minority groups contribute to sustainability of the local economy.

Participating in Asian Cultural Festival as one of the major sponsor partners is an opportunity for invaluable marketing exposure to the Asian Pacific-Islander community in San Diego County. There are different levels of marketing benefits available, with each package gaining your business varying levels of marketing and publicity. Please review this opportunity and consider what we are able to offer through the Asian Cultural Festival.

Enclosed you will find a complete Marketing Partnership Proposal, including a Sponsorship Benefits page, a Sponsor Information Page, the Advertisement Design Specifications Page, an Advertiser Agreement, and a Booth Rental Agreement. The deadline for submitting an advertisement and booth space agreements is **April 2, 2010**.

If you have any questions or comments, please do not hesitate to contact Dennis-Michael Broussard at 504-390-3271 or via email at acfsandiego@gmail.com. We look forward to working with you and await your response at your earliest convenience.

Sincerely,
Asian Cultural Festival of San Diego
Mabuhay Alliance

MARKETING & SPONSORSHIP BENEFITS

TITLE SPONSOR - \$10,000 +

- Exclusive Industry Sponsor
- (2) 10 x 10 vendor booth in prominent location
- Display of corporate banner above main stage
- Display of banner at entry point/info booths
- Stage time (3-5 min) during opening ceremony
- Plaque of recognition during opening ceremony
- Time on both stages to speak in the afternoon
- Recognition in press releases
- Recognition as major sponsor on event website
- (2) promotional email to mailing list
- Logo and link to the company on the website
- Company profile & bio included in program
- Inclusion of company logo on posters
- Inclusion of company logo on fliers
- Full-page, full-color ad in event program
- Back cover full-color ad in event program
- (8) parking passes for VIP area
- Media exposure

PLATINUM SPONSOR - \$5,000

- 10 x 10 vendor booth in prominent location
- Display of corporate banner at stage of choice
- Display of banner at one entry point/info booth
- Plaque of recognition during opening ceremony
- Time on both stages to speak in the afternoon
- Recognition in press releases
- Inside cover (front or back), full-color ad
- One promotional email to mailing list
- Logo and link to the company on the website
- Company profile & bio included in the program
- Display of company logo on the festival kiosks
- Inclusion of company logo on posters
- Inclusion of company logo on fliers
- (4) parking passes for VIP area
- Media exposure

GOLD SPONSOR - \$ 3,000

- 10 x 10 vendor booth in prominent location
- Display of corporate banner at the second stage
- Display of second banner in a prominent area
- Plaque of recognition during opening ceremony
- Time on main stage for company in afternoon
- Logo and link to the company on the website
- Company profile & bio included in the program
- Full-page, full-color ad in the event program
- Inclusion of company logo on posters
- Inclusion of company logo on fliers
- (4) parking passes in VIP area
- Media exposure

SILVER SPONSOR - \$1,500

- 10 x 10 vendor booth
- Display corporate banner in prominent location
- Logo and link to the company on the website
- Full-page B&W ad in the event program
- Inclusion of company logo on posters
- Inclusion of company logo on fliers
- (2) parking passes in VIP area
- Media exposure

SUPPORTING SPONSOR - \$ Variable

These are sponsorship opportunities that have negotiable benefits.

- Mascot
- Main Stage
- Secondary Stage
- Volunteer (Shirts, food, etc)
- Soda & Water
- Recipe Book & Cards
- VIP Area
- Event T-shirts
- Promotional materials
- Banners
- Souvenir Program
- Networking Pavilion



SPONSOR INFORMATION PAGE

Please fill out and return the following: Sponsor Information page, Advertisement Design Specification Page, and Booth Rental Agreement no later than **April 2, 2010**. Please make copies for your records.

Please return by April 2, 2010:

Contact Information

Sponsoring Business: _____

Contact Name: _____

Business Address: _____

Business Number: _____ Cell Phone: _____ Fax: _____

Email Address: _____

Sponsorship Marketing Levels (please check one)

Diamond Platinum Gold Silver Supporting

Make all check payments to Mabuhay Alliance and mail to ACF-MA, P.O. Box 34702, San Diego, CA 92163.

ADVERTISEMENT DESIGN SPECIFICATIONS

In accordance with your level of sponsorship, you are entitled to a free advertisement in the festival souvenir program.

Title Sponsor - Full-page, full-color ad in souvenir program **and** full-color ad on the **back cover**

Platinum - Full-page, full-color ad in program on **inside front cover or inside back cover**

Gold - Full-page, full-color ad in the souvenir program

Supporting - Variable size, Full-color ad in the Souvenir Event Program

Event - Quarter-page, full-color ad in the souvenir program

Design Specifications:

- Camera-ready artwork or digital files such as high resolution JPEGS, PDF, EPS or TIF files are accepted.
- Please setup ad for your specified page size; digital image resolution must be at least 300 dpi (dots per inch).
- Word documents are also accepted without pictures or images. Pictures and images will be separate files saved as JPEG, PDF, TIFF or EPS files.

Please check one of the following:

We (the sponsor) will provide the full design of the advertisement in accordance with the specifications. Fully designed advertisements must be submitted to the Asian Cultural Festival design committee **April 16**.

We (the sponsor) request your services to design our advertisement. We understand that all advertisement information (i.e. advertisement text, company logo, company information and pictures, etc) must be sent to the design committee by **April 2** to allow for advertisement design. Proofs will be sent back to the sponsor for approval.



ADVERTISEMENT AGREEMENT

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: _____



BOOTH RENTAL AGREEMENT

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 observe and 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. Refunds for booth rental before April 2, 2010 will be at 50% of booth cost. No refunds will be given after April 2, 2010 unless the event is canceled. Weather conditions will not be grounds for refunds, full or partial, unless weather causes cancellation of the event.

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, soda, or any beverages** without consent of ACFOC. ACFOC will handle distribution of 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 be 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 2, 2010 will incur a 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



ASIAN CULTURAL FESTIVAL 2010 SPONSOR CHECKLIST

(Please include all the following where applicable.)

- 1. Completed application/information page submitted by April 2, 2010
- 2. Advertiser Agreement form
- 3. Booth Rental Agreement form
- 4. High resolution company image/logo
 - a. CD or emailed to acfsandiego@gmail.com
- 5. Check for sponsorship contribution amount

Checks are payable to Mabuhay Alliance.

Mail all payments and forms to

ACF – MA
P.O. Box 34702
San Diego, CA 92163

MAKE SURE ALL FORMS ARE SIGNED!