



State Farm Insurance
Presents

Día De Los Muertos **2010 Festival**

A Unity Council Celebration

Vida, Amor y Muerte

Dear Friend,

We would like to cordially invite you to be a part of the sensational **Annual 2010 Fruitvale “Día de Los Muertos” Festival** as an exhibitor! The celebration is scheduled for **Sunday, October 24, 2010** from 10am to 5pm at the Fruitvale Village and along 12th Street to 37th Avenue in the Fruitvale district of Oakland, California.

This year's theme is “*Vida, Amor y Muerte*” bringing together the community to celebrate life, love and death at our traditional cultural experience featuring talented artists, unique craft vendors, retailers and informational service providers. In the Fruitvale Village, colorful dance troupes and musicians will perform! Every year the highlight of the event is the sacred altars and memorials. As one of Oakland's largest community events, the festival attracts people of many ethnic groups from all over the Bay Area. Thousands of visitors attend each year's festival that celebrates our cultural traditions, the arts and artisans.

This is a tremendous opportunity to reach the general public and reach shoppers who are looking for unique crafts and gifts. The event features children and family activities and promotes local artists that represent the rich mosaic of cultures in the Oakland and the Greater Bay Area. This year, there will be a limited number of booths and spaces available on a *first-come, first-serve* basis. Enclosed is a new contract that can be returned with necessary documents via fax or mail. ***Please read your contract carefully*** and initial in the spaces required. If you sell products and collect monies, you must have a City permit! This is your responsibility with the City of Oakland. (Food permits are handled through the Alameda County Environmental Health Department). **The festival management does not process permits!** Don't delay because spaces go very quickly and we are limiting the number of exhibitors this year!

The Fruitvale community welcomes your participation. Call or e-mail us if you'd like to obtain info on presenting an altar or if you need more information to participate as an exhibitor. Please contact our Dia de Los Muertos office-Terry or Claudia at (510) 535-6916.

Thank you for your consideration, and we look forward to seeing you at the event!

Sincerely,

Terry Alderete,
Alderete Business Visions-Event Logistics

The Unity Council Main Office- 1900 Fruitvale Avenue, Suite 2-A, Oakland, CA, 94601
*510.535-6940 * 510-535-6916 * Fax: 510. 534-7771 abvevents@yahoo.com*

The Unity Council's 2010 Dia de los Muertos Festival

EXHIBITOR AGREEMENT

This agreement is between the Spanish Speaking Unity Council, a nonprofit California corporation hereafter referred to as the Unity Council and _____ hereafter called the Exhibitor.
(Enter business or organization name here)

Please include a detailed description of your products or services to be displayed or sold:

DIA DE LOS MUERTOS FESTIVAL GENERAL INFORMATION

FESTIVAL DATE AND TIME: The Unity Council's Dia de los Muertos Festival will be held on Sunday, October 24, 2010 from 10:00 a.m. to 5:00 p.m. on 12th Street between 33rd and 37th Avenues and in the Fruitvale Village in Oakland, California.

DEADLINE: The deadline for submitting exhibitor applications and payment is **Friday, October 15, 2010.**

PAYMENT: Applications must be accompanied by full payment at time of submission. Exhibitors may pay by credit card, money order, or check (made payable to the Unity Council). **No refunds will be issued.**

DIA DE LOS MUERTOS FESTIVAL EXHIBITOR GUIDELINES

Please initial where marked to indicate that you have read and agree to abide by the guidelines.

EXHIBITOR SPACE: Each exhibitor space will be ten feet by ten feet (10'x10'). All exhibitors, products and materials must remain within the bounds of the designated space. The exact location of each exhibitor space will be assigned by the event management. Exhibitors who rent space only are responsible for providing their own tables and chairs and **weighted- down, marked fire-proof tent.** **Initials:** _____

EXHIBITOR BOOTHS: Exhibitors renting a 10'x10' booth (tent) will receive one 8' table and two chairs. Those renting a 10'x20' booth will receive two 8' tables and four chairs. If booths, tables or chairs are lost, damaged or stolen, the Exhibitor will be responsible for reimbursing the Unity Council for the replacement cost. **Initials:** _____

EXHIBITOR TIME FOR OCCUPYING SPACE: All exhibitors must occupy their space before 10:00 a.m. on the day of the event. If the space is vacant at 10:00 a.m., the Unity Council reserved the right to assign the space to another Exhibitor. There will be no refunds. **Initials:** _____

SHUT DOWN: Exhibitors must end sales **promptly at 5:00 p.m.** Exhibitors not in compliance will be barred from participation in future Unity Council Dia de los Muertos Festivals. Exhibitors must vacate premises by 6:00 p.m. Each exhibition space must be left clean and in the condition in which the space was found or a clean-up fee of \$50. will be charged. **Initials:** _____

SOUND: Sound producing devices and amplification are prohibited, unless written consent from the Unity Council and City of Oakland is obtained. **Initials:** _____

TRASH: The Unity Council shall furnish temporary toilet facilities, trash receptacles, recycling bins and necessary janitorial services for all areas used by the public; however, the Exhibitor, at his own expense, must keep the exhibitor space and adjacent areas clean. The Exhibitor shall deposit trash in the receptacles provided at designated locations. Additional fees will be assessed if the Exhibitor does not leave the area in a condition satisfactory to the Unity Council and the City of Oakland. **Initials:** _____

LICENSING, PERMITS AND FEES: All Exhibitors must comply with local ordinances and codes related to the sale of goods, merchandise and food. All Exhibitors serving food and/or drinks **must obtain and post a valid temporary health permit in their tent on the day of the event.** Exhibitors accept all responsibility for complying with City, County and State licensing and fee requirements. **Initials:** _____

RECYCLABLES: All exhibitors serving food and drink must use recyclable cutlery, cups, plates, etc. **Initials:** _____

ELECTRICITY: The Unity Council will not provide electricity for this event. The Exhibitor must make arrangements for electricity. If generators are required, the Exhibitor must seek written approval for use from the Unity Council and must meet Fire Department regulations. **Initials:** _____

LIABILITY: The Unity Council has purchased a 1-day Special Events insurance policy. The commercial general liability policy will be effective for one day, on October 24, 2010 and the limit of liability is \$1,000,000.00. This coverage does not extend to any liability that individuals may incur during the course of conducting business on the day of the event. Exhibitors are advised to maintain their own general liability insurance. In addition, Exhibitors must comply, at their own expense, with all applicable workers compensation insurance requirements. **Initials:** _____

NON-ALCOHOL POLICY: The Exhibitor will not distribute or sell any alcoholic beverages. **Initials:** _____

PARKING: The Unity Council will not provide parking to any Exhibitor. **Initials:** _____

EXHIBITOR CATEGORIES: Exhibitors who desire to participate at the discounted artisan rate must submit a photograph of themselves creating the art and promise only to sell hand-crafted art at the festival. Non-profit organizations that desire to participate at the discounted rate must submit a copy of their IRS 501(c)3 ruling. **Initials:** _____

THEFT, LOSS OR DAMAGE: The Exhibitor is entirely responsible for the allotted space and agrees to reimburse the Unity Council for any damage to the real property, equipment or grounds used in conjunction with this space, except for reasonable wear and tear and damages from causes beyond the Exhibitor's control. **Exhibitors are responsible for arrangements to protect personal property and merchandise.** The Unity Council shall not be held responsible for loss, theft or damage to the property of the Exhibitor. **Initials:** _____

GAMBLING: Exhibitor agrees that there will be no games, gambling or other activities in which money is used as a prize or premium. Only straight merchandise methods shall be used. **Initials:** _____

CONCESSION SALES: At the entrance to the concession booth, the Exhibitor will post a sign showing prices to be charged for all articles of sale. **Initials:** _____

HOLD HARMLESS AGREEMENT: The Exhibitor agrees to indemnify, defend and hold harmless the Unity Council, the City of Oakland, Alderete Business Visions and the State of California, their officers, agents, directors, volunteers and employees from any and all claims, demands, losses, costs, expenses, obligations, liabilities, injury or loss to any person or persons connected with this agreement or Exhibitor's participation in the event. Such indemnification shall extend to claims, demands or liabilities for injuries occurring during or after the event. **Initials:** _____

I attest under penalty of perjury that the information I have provided in this application is true and correct. I further attest that I have read and understand the Exhibitor Guidelines included herein and agree that I and any persons associated with my participation in the Dia de los Muertos Festival will abide by these guidelines at all times.

Signature

Date

The Unity Council's 2010 Fruitvale Dia de los Muertos Festival-“Vida, Amor y Muerte”

EXHIBITOR AGREEMENT/CONTRACT WITH THE UNITY COUNCIL

Exhibitor Type	Price per 10x10 Space Only*	# of 10x10 Spaces Only*	Total
Corporation Corporate or large business	\$750	x	=
Food Vendor/Restaurant Any business, organization or individual selling food for profit	\$500.	x	=
Commercial, Retail or Public Agency Any sales for profit, professional agencies, or local, city, county, state or federal government agencies	\$300	x	=
Artists Self-made articles only <i>Photos of artist creating work must be enclosed.</i>	\$125	x	=
Nonprofit Community Group or Organization Community-based groups, churches, etc. <i>Proof of nonprofit status must be enclosed.</i>	\$125	x	=
Food Truck (30' – 40' Truck)	\$650	x	=
Vendor Cart (5' x 5' space)	\$50	x	=
Food Cart (5' x 5' space)	\$50	x	=
Ice Cream Vendor (Mobile)	\$20	x	=

***Add additional \$175 for each 10' x 10' booth**
Set-up includes tent, two chairs and a table \$ _____

TOTAL EXHIBITOR FEES: \$ _____

EXHIBITOR INFORMATION

Name: _____
 Company/Organization: _____
 Address: _____ City: _____ State: _____ ZIP: _____
 Telephone: _____ Fax: _____ Email: _____

PAYMENT INFORMATION

___ My check is enclosed.
 ___ Please charge my credit card: Master Card Visa
 Credit Card Number: _____ Exp Date: _____ Sec. Code: _____
 Name on Card: _____
 Billing Address: _____
 Cardholder Signature: _____

Please submit completed form, exhibitor agreement and payment made out to **The Unity Council** to
 by **Friday, October 15, 2010** to:
 The Unity Council
 Fruitvale Dia de los Muertos Festival-Attn: Terry
 1900 Fruitvale Avenue, Suite 2A; Oakland, CA 94601
 Tel: 510-535--536-6084 Fax: 510-534-7771

Office Use Only

Received by: _____ Date: _____ Payment Method: cash check credit card other
 Date charged (if paid by credit card): _____

The Unity Council's 2010 Fruitvale Dia de los Muertos Festival

EXTRA PERMITS AND COSTS (to be handled by Exhibitor)

Note: Do **NOT** send permit applications and fees to the Festival Management office. Send them directly to the appropriate City or County department.

TEMPORARY SELLER'S PERMIT: Temporary Seller's Permits are required for all vendors without a City of Oakland Business Tax License. If you do not have a Seller's Permit in the City of Oakland, you are required to pay a one-time fee to the City and fill out a Special Event Merchant Tax Application. Even if you have a California Seller's Permit, you must still obtain an Oakland Seller's Permit through the City of Oakland. It is your responsibility to obtain an application, fill out the form, pay the fee and submit the completed application directly to the City of Oakland. City of Oakland officials will be at the Festival to check Exhibitors for sales permits.

To obtain and complete a tax permit application, please contact:

City of Oakland, Business Tax Division
Attention: Carol Harris
150 Frank Ogawa Plaza, 5th Floor, Suite 5342
Oakland, CA 94612
Tel: (510) 238-6757 or (510) 238-7474
Fax: (510) 238-6092

TEMPORARY HEALTH PERMIT: Temporary Health Permits are required for ALL food and drink Exhibitors, including those with valid Health Permits. Even if you have a current Alameda County health permit, you are required to obtain a temporary permit for the day of the event. It is your responsibility to obtain an application, fill out the form, pay the fee and submit the completed application directly to Alameda County Environmental Health. Health inspectors will be at the festival check on food permits for Exhibitors selling food and drink. **Note: New forms and rates are applicable after June 30, 2010.** You can download your application at www.acgov.org/aceh/forms.htm or call 510-567-6856 for fee amounts.

To obtain and complete a health permit application, please contact:

Alameda County Environmental Health
Attention: Don Atkinson-Adams, Special Events Coordinator
1131 Harbor Bay Parkway
Alameda, CA 94502
Tel: (510) 567-6734 or (510) 567-6000
Fax: (510) 337-9432