

The Unity Council's 2008 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 products or services:

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 26, 2008 from 10:00 a.m. to 5:00 p.m. on International Boulevard, between Fruitvale Avenue and 39th Avenue, in Oakland, California.

DEADLINE: The deadline for submitting exhibitor applications and payment is Friday, October 3, 2008.

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 Unity Council. Exhibitors who rent space only are responsible for providing their own tables and chairs. **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. **Initials:** _____

SOUND: Sound producing devices and amplification are prohibited, unless written consent from the Unity Council 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. **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 26, 2008 and the limit of liability is \$1,000,000.00. This coverage does not extend to any liability which 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.

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 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