



FAMILY DAY  
KITE FESTIVAL

Marina Green, San Francisco, CA  
Saturday and Sunday, September 19<sup>th</sup> and 20<sup>th</sup>, 2009  
11:00am - 6:00pm

### Exhibitor Application

#### On-Site Registration Hours

Saturday: 6:00am to 10:00am

#### Exhibitor Information

Business Name \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: Day ( ) \_\_\_\_\_ Evening ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Mandatory CA Sellers Permit (Re-Sale #) \_\_\_\_\_ Non-Profit 501(c)(3) # \_\_\_\_\_ (if applicable)

Please list all goods and services (including brand names and country of origin) to be sold or presented in your booth. Note: Any product or service not listed here but presented for sale in your booth is subject to removal from the Festival. Please print clearly.

#### Booth Fees (covering both days of the festival)

##### Product and Services Booth Space

- Basic Booth Fee 10' wide x 10' deep \$ 500

##### Discounts for Product and Services Booth Space

- Fair Trade Certified (Copy of Certificate) 10% off
- Arts and Crafts (Made 80% by Exhibitor) 25% off
- Non-Profit (provide Federal 501(c)(3) #) 50% off

##### Food and Beverage Booth Space

- 10' wide x 15' deep
- Food and Beverage \$ 1,000
  - Beverage only \$ 800

##### Booth Location Preference (First registered basis)

	First Choice	Second Choice	Third Choice
Booth #			

##### Electricity

Please bring your own 25'+ extension cord.

- 110 volts, up to 500 watt maximum \$ 70
- 120 volts, up to 20 amps \$ 90
- 120 volts, up to 60 amps \$ 125
- 120 volts, up to 80 amps \$ 150
- 220 volts: Please contact Exhibit Manager.

##### Booth Fee Calculations

\$ \_\_\_\_\_ TOTAL - Booth Fees

\$ \_\_\_\_\_ Less Discounts

\$ \_\_\_\_\_ SUBTOTAL

\$ \_\_\_\_\_ Plus Electricity (if any)

\$ \_\_\_\_\_ TOTAL FEES

##### Booth Application Processing

All applications are processed through a jury. Please submit collateral materials or a website that includes product information. Food vendors, please list all menu and beverage items.

**Listing in the Festival Flyer**

Each booth will receive a listing in the Festival Flyer.

**Print Ad in the Festival Flyer**

Twenty-thousand (20,000) Festival Flyers will be distributed before and during the event. All exhibitors registered by 8/28/09 will be included in the Festival Flyer. Paid ads are available to interested exhibitors who submit copy by 8/21/09.

Please contact me about a paid ad in the Flyer.

**Company Logo and/or URL on the Festival Website**

Once your registration has been confirmed, forward your company logo and/or URL to [info@fdkf.org](mailto:info@fdkf.org) (Re: "Exhibitor Logo") for inclusion on the Festival website.

**Color Posters and Flyers**

Posters and flyers will be sent to each exhibitor. Please use these materials to promote the Festival!

**Promotional Materials**

- Basic Set**     \$ 10      **Deluxe Set**     \$ 25
- 10 Color Posters                      20 Color Posters
- 50 Flyers                                      100 Flyers

**Exhibitor Contract**

1. Exhibitor agrees to abide by all applicable laws, ordinances and regulations pertaining to health, fire prevention, public safety, business licenses, sales tax permits, and applicable liability insurance.
2. Exhibitor must be open and staffed during Festival hours listed herein.
3. Exhibitor is responsible for securing exhibits and merchandise after Festival hours.
4. Exhibitor agrees to indemnify and hold harmless the Family Day Kite Festival (Producer), its owners, agents, and employees, and the City of San Francisco, its departments, employees, and agents from any and all claims, causes of action, law suits, damages, theft, injuries, and losses of property or to any person arising out of or connected in any way with the renting of space in the Festival.
5. Exhibitor agrees that this release is intended to be a full and final compromise and release of any claims, demands, actions, and causes of action, known or unknown and in consideration of this contract. Exhibitor expressly waives the provision of Section 1542 of the California Civil Code, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."
6. Producer will not be liable for refunds or any other liabilities whatsoever for the disruption of the Festival due to fire or other calamity, or by any Act of God (including but not limited to weather), public enemy, strikes, statutes, terrorists, ordinances, or any other cause. Producer has the option to cancel the Festival by August 21, 2009 and in such case, will return booth fees to the exhibitors.
7. Producer reserves the right to alter the booth layout plan at any time.
8. Exhibitor agrees to maintain the dignity and integrity of the Festival and will not perform any acts of a harmful nature. Producer reserves the sole right to ask any Exhibitor or its employees to leave the Festival whom they feel are not acting in the best interest of the Festival.
9. Exhibitors may not hand out free items to the public during the Festival without prior authorization.
10. Producer reserves the right to deny sale of items that have not been listed on the exhibitor application. Any exhibitor selling items not listed on the exhibitor application may be asked to leave the Festival without a refund.
11. Each exhibitor is responsible to read and understand the Exhibitor Acceptance Letter.
12. Exhibitor understands that a \$100 administration fee will be retained for any booth cancellations prior to August 28, 2009. Booth fees will not be refunded after August 28, 2009.
13. Exhibitors agree to permit photographs and video to be taken of their booths and their work at the Family Day Kite Festival 2009 and to permit such photos and descriptions to be used by the Producer for promotional purposes. All photographs and video footage remain the property of Family Day Kite Festival. The photographers and videographers will be identified as photographers and videographers of the Family Day Kite Festival.
14. This agreement constitutes the entire agreement between the Family Day Kite Festival and each Exhibitor. No changes shall be valid unless agreed to in writing by both parties. Should the Festival seek legal action to enforce this contract, Exhibitor agrees to pay all legal fees and costs incurred by the Festival. Venue for such legal action is hereby agreed to be San Francisco, California.

Understood and Agreed:

**Exhibitor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Booth Fees and Payment**

Booth fees MUST be paid in full by 8/28/09. Food and beverage booths must be paid in full by 8/28/09. Cancellations prior to 8/28/09 will incur a \$100 cancellation fee. Booth fees will not be refunded for cancellations after 8/28/09. Booths not paid in-full by 8/28/09 will be released for re-sale without refund.

TOTAL FEES DUE                                      \$ \_\_\_\_\_

TOTAL AMOUNT ENCLOSED                      \$ \_\_\_\_\_

BALANCE DUE (by 8/28/09)                      \$ \_\_\_\_\_

**Circle One:**    MC    VISA    Check    Money Order

**Credit Card #** \_\_\_\_\_

**Expiration Date** \_\_\_\_\_

**Name on Credit Card** \_\_\_\_\_

**Billing Address** \_\_\_\_\_

**Signature** \_\_\_\_\_

**CHECKS PAYABLE: Family Day Kite Festival**

c/o MarketingSuite.com  
1 Market St, Spear Tower, 36<sup>th</sup> Floor  
San Francisco, CA 94105  
(415) 383-0500-Phone                      (415) 381-9329-Fax