

July 19, 2025 NTC Park Liberty Station, San Diego 92106

FILIPINO FRIENDSHIP FESTIVAL EXHIBIT BOOTH CONTRACT - NON-FOOD VENDORS
THIS FORM IS FOR NON-FOOD VENDORS ONLY!

Exhibitor: _____

Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Booth Size: _____ Exhibitor Cost: _____

Payment: Visa MC Amex

CC#: _____ Exp: ____/____ CVV: _____ Billing Zip Code: _____

SETUP: Vendors must be on site and set up no later than 9am, Saturday July 19, 2025.

[] 10' X 10' Vendor Space: \$500 NO FOOD OR DRINK SALES

[] 10' X 20' (Deep) Vendor Space: \$750 NO FOOD OR DRINK SALES

[] 10' X 10' Non-Profit Space: \$250 NO MERCHANDISE, FOOD OR DRINK SALES

[] \$150 Cleaning Deposit **Required** for all Food and Merchandise Vendor

Please Indicate who to make check out to for cleaning deposit refund & Address:

Name: _____

Address: _____

[] \$100 Electricity PER 20 AMP 120V/20A (Must bring 50 ft extension cord & cable covers)

BOOTH REGULATIONS

We require an exact description of what will be in your rental spaces. All selling, displays, promoting, must be authorized by us beforehand. Should your booth contain unacceptable materials or content, we have the right to remove your booth from the show at its own discretion without a vendor fee refund.

DESCRIPTION OF BOOTH (You can attach brochure):

Terms & Condition

The Filipino Friendship Festival, API Initiative, Inc., Imagine Media Group, LLC., City of San Diego, their officers, directors, shareholders, agents, affiliates, representatives, employees and assigns collectively hereinafter shall be referred to as Company. The Exhibitor named on the application of this contract shall name the company or person, include its officers, directors, shareholders, employees, contractors, agents, representatives, guests and/or invitees, as applicable and shall be hereinafter collectively referred to as Exhibitor and has agreed to enter into contract in consideration of the promises made herein and agrees as follows:

- The Exhibitor is hereby granted the right to use the space assigned to him/her. The Exhibitor shall be entitled to the use of the space for the period of the designated show hours.
- The Exhibitor shall abide by the move-in and move-out times.
- Exhibitors shall move all display / vehicles out at the end of the event. Company reserves the right to change the floor plan or to move an Exhibitor to another location prior to or during the Event for any reason.
- The Exhibitor agrees to utilize the assigned space to display, demonstrate or sell only the products or services as described on the front of this Exhibit Booth Contract. Sharing, renting, or donating of space with other companies is **strictly prohibited** unless otherwise arranged.
- Violations will result in full payment charge of space for each company and/or removal from the show without refund. Company reserves the right to disapprove the display of any item that Company, reasonably and in good faith, determines is not in keeping with the nature, character or orderly conduct of the show.
- Company reserves the right to require that the exhibit be arranged in a manner that will not interfere with other exhibits, particularly those in close proximity to that of the Exhibitor. Exhibitor space
- CANNOT extend more than purchased booth space.
- The Exhibitor shall not cause any apparatus or device to be placed in the exhibit that will produce undue noise or in any way interfere with or be objectionable to any other exhibitor.
- The Exhibitor agrees to abide by any other rules of operation that Company may from time to time establish. A violation of any rule of conduct or a breach of any covenant in this agreement is cause for the Company to close the exhibit. In the event of closure, no refund shall be allowed.
- The Exhibitor shall be responsible for all maintenance of the exhibit. At all times, including the hours during which the exhibition is open to the public, the Exhibitor shall maintain the exhibit in a clean and orderly manner and shall take any steps that may be necessary to prevent injury to any person or exhibit on the premises. No property, vehicles, or material shall be removed prior to the advertised show closing hours of the exhibition without the express prior written consent of the Company.
- Company reserves the right to photograph, videotape, and film, reproduce, publish and/or advertise any materials regarding Exhibitor and his/her Vehicle for any use without compensation to Exhibitor. Upon entering the event, the Exhibitor surrenders all claims.
- Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, general liability insurance which provides coverage of Exhibitors participation at the event, any liability inside as well as six feet away from his/her booth, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and Automobile liability insurance, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable).

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Exhibitor shall indemnify, defend and hold Company and venue facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor and the employees, guests, attendees and invitees of other exhibitors; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, or otherwise.

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property and any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Company nor venue accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Company nor venue shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this contract or not.

Under no circumstances shall Company or venue facility be liable for any lost profits or any damages including incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not advised of the possibility thereof. In no event shall Company's maximum liability under any circumstance exceed the amount actually paid to Company by Exhibitor for exhibit space rental pursuant to this contract. Company makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matter. Neither Company, nor venue facility, shall assume any responsibility for Exhibitor's, or anyone else's, personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft.

In the event the premises in which the exhibit is to be held are destroyed or damaged by fire, the elements or other calamity, or other causes beyond the control of Company so that the Event cannot be held, Company shall not be liable to the Exhibitor except to the extent of returning any payment previously made by the Exhibitor to Company pursuant to this Agreement. Company reserves the right to cancel, rename or relocate the Event or change the Event dates. If Company changes any aspect of the Event, relocates the Event to another facility within the same county, or change's the Event dates to dates that are not more than 60 days earlier or 60 days later, no refund will be due to Exhibitor but Company shall assign Exhibitor comparable space at the rescheduled Event.

If Exhibitor cancels this Exhibit Booth Contract, Exhibitor understands and agrees that there will be no refunds of any kind. If the Exhibitor has failed to make full payment in a timely manner, Company may terminate this contract, refuse Exhibitors entry and participation without any further obligations or refund to Exhibitor.

This writing contains the complete and entire understanding and agreement of the parties. No representations other than those expressly set forth in the Agreement were made or relied upon by either party. No agent, employee or other representative of either party is empowered to alter any of the terms of this Agreement except in writing and signed by an executive officer of the respective parties. This agreement is subject to all laws, statues, ordinances, orders, regulations and directives, which may be imposed by federal, state or local governments and both parties, shall obey the same.

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California. Any disputes arising from this Agreement shall be brought before the county courts of San Diego, California. The prevailing party to any lawsuit regarding this agreement shall be entitled to recovery of reasonable attorney's fees and court costs.

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2025 Certificate of Insurance Requirements

Filipino American Friendship Festival is required to provide a list of vendor's Certificate of Insurance (COI) to the City of San Diego. **Your Certificate of Insurance is MANDATORY** and should be included with your application, and payment (in full), in order to be considered for selection.

Exhibitor shall provide General Liability insurance that specifically name:

1) The City of San Diego, Purchasing and Contracting Department, 1200 3rd Ave, Ste. 1000, San Diego, CA 92101. **Additional insured must include**, the City of San Diego, its officers, officials, employees, agents, representatives, and volunteers

2) Asian Pacific Islander Initiative; Imagine Media group, LLC; its, employees, agents, representatives, and volunteers, 591 Telegraph Canyon Road, Chula Vista, CA 91910

As an additional insured and shall provide coverage for the entire duration and times which the Special Event Permit is in effect, including set up on **July 18, 2024** and dismantle dates on **July 19, 2024** at NTC Park Liberty Station, 2455 Cushing Road, San Diego, CA 92106

Insurance coverage should be:

- General Aggregate Limit \$2,000,000;
- General Each Occurrence Limit \$1,000,000

By signing below I agree to the Terms and Conditions of all pages of this contract and to be charged for the amount listed on page 1 of this Exhibit Booth Contract for the booth purchase. I understand that I must comply with all of the regulations contained in this package and pre-pay the above amount no later than 15 days before the event date. I have read, understand, and agree to the Conditions and Terms included in this sheet.

Authorized Signature: _____

Print Name: _____

Date: _____

SPONSOR EXCLUSIVITY: YOU MAY NOT DISPLAY OR SELL PRODUCTS THAT COMPETE WITH OUR SPONSORS. PLEASE CHECK WITH US FOR DETAILS. SUBMISSION OF THIS APPLICATION **DOES NOT CONFIRM YOUR BOOTH.** YOU WILL RECEIVE CONFIRMATION FROM RUTH DELOS REYES, VENDOR COORDINATOR, AFTER YOUR APPLICATION IS COMPLETED AND CERTIFICATE OF INSURANCE IS INCLUDED. YOU WILL BE SENT A LINK TO COMPLETE PAYMENT FOR BOOTH FEE AND CLEANING DEPOSIT. IF WRITING A CHECK SEE BELOW.

PLEASE SEND BOTH APPLICATION AND TERMS & CONDITION PAGES SIGNED TO: RUTH@APIINITIATIVE.ORG

OR IF VIA MAIL WITH PAYMENT TO:

**API INITIATIVE, INC.
313 LAUSANNE DRIVE, SAN DIEGO, CA 92114
INFO@APIINITIATIVE.ORG**

NO LATER THAN JUNE 15, 2025, 5PM