

# Summergrass San Diego 2008



This Form, Signed by Vendor, must be on file with Summergrass

1. Vendor Placement: Summergrass reserves the right to decide on placement of all vendors. Vendors may request a specific space(s) in writing and will be informed if that request can be granted. First priority (in order of date/time submitted) is given to our returning vendors. A numbered map of the vendor area is included for reference. Be sure to note your 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> choice of location on the application form.
2. Minimum vendor hours of operation are as follows:
  - a. Set-Up: Fri. Aug. 22 10 am - 2 pm (earlier setup MAY be allowed but you MUST check with Summergrass officials before setting up. All vehicles must be out of vendor area by 2 p.m. Friday)
  - b. Vendors Open: Fri. Aug. 22 3 pm - dark (OK to open 2 pm Fri. & stay open until 10:30 pm on Fri/Sat nights)  
Sat. Aug. 23 9 am - dark (note that there is limited lighting of festival grounds after dark)  
Sun. Aug. 24 9 am - 5 pm
  - c. Tear down: Sun. Aug. 24 no earlier than 5 pm on Sunday. No vehicles will be allowed into the vendor area until the completion of the show (last act off stage) for the safety of the audience. No "packing" activity that interferes with other vendors, disturbs the audience, or performers will be permitted before 5 pm Sunday.
3. Supplies: Vendors provide all their own items. This is an outdoor event. Tables, chairs, carpets, extension cords, booths, canopies, signs, lights, displays or any other equipment will NOT be provided.
4. Signs and/or banners: must look professionally done. We expect an attractive, professional-looking vendor display.
5. License/Taxes: All vendors are responsible for having appropriate business licenses or non-profit certification where applicable, and collecting/reporting 8.25% California Sales Tax (which includes 0.5% Vista sales tax) as appropriate. A sales tax reporting form is available from <http://www.boe.ca.gov/pdf/boe401a2.pdf>.
6. INSURANCE REQUIRED: Our insurance requires vendors to be insured. Vendors MUST INCLUDE a \$60 insurance fee (food vendors more) WITH the application UNLESS you provide your own insurance certificate. **Your insurance certificate MUST be enclosed or provided to Summergrass within 2 weeks of notice of acceptance of your vendor application and will be reviewed, approved and kept on file with Summergrass.** Insurance certificate MUST include the following:
  - a. Liability coverage of at least \$2 million aggregate, \$1 million per occurrence, Bodily Injury, and Property Damage coverage.
  - b. **AND "Summergrass San Diego", "San Diego Bluegrass Society", "San Diego North County Bluegrass and Folk Club", "Folk Routes, Inc.", "Antique Gas and Steam Engine Museum", and "County of San Diego" must be named as additional insured's.**
7. Be Tidy: All vendors are responsible for cleaning up their respective areas during and at the close of the event. Please put trash in appropriate containers; no large, heavy items may be left as trash.
8. Merchandise Sales: All items displayed or sold at your vendor space must be indicated on your application and approved at the time of acceptance.
9. Refunds: will NOT be automatically given. Summergrass reserves the right to charge a cancellation fee.
  - a. We understand emergency issues do arise which we (or you) cannot control, such as sudden serious illness, and we will be sensitive to these issues should a refund be requested.
  - b. If you or your company paid and did not show up and DID NOT NOTIFY Summergrass by August 8, no refund will be issued.
  - c. In the event the vendor, in any respect, violates the terms or intent of this agreement, all payments to Summergrass shall be earned and furthermore, non-refundable to the vendor.
10. Conduct: Summergrass San Diego reserves the right to have removed from the event any person or business violating any law or festival regulation or conducting him or herself in a manner that would be detrimental to the spirit of the show or festival. Any such person will be asked to leave without a refund.
11. Loss/Damage: Summergrass San Diego is not responsible for loss or damage to persons or personal property. Although the festival promoters will endeavor to maintain a secure environment vendors are responsible for their goods at all times. Vendors agree to indemnify, defend and hold harmless Summergrass San Diego, the Antique Gas & Steam Engine Museum, the County of San Diego, San Diego Bluegrass Society, and the San Diego North County Bluegrass & Folk Club [Folk Routes, Inc.] and their officers, agents, employees and volunteers from any claims or losses related to their goods and/or for personal injury and property damage.
12. Vendors do not have access to entertainment/hospitality rooms or any secure area as designated by Summergrass.

Vendor Name and Business Name (please print) \_\_\_\_\_

(Signature indicates agreement.) SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_