



**PARTICIPANT AGREEMENT
D6 NIGHT MARKET VILLAGE OF NEIGHBORHOODS**

Neighborhoods are where we live and raise families. Community associations - clubs, nonprofits, places of worship, and community groups of all types - help neighbors to know one another, build social trust, and strengthen the community's capacity to effectively work together in addressing civic issues and in helping each other in times of great challenge (such as a natural disaster). The D6NM Village of Neighborhoods (VoN) is an effort to overcome division and strengthen social bonds.

The D6 Night Market Team, hereinafter referred to as D6NMT, permits the participant listed at the bottom of this agreement, hereinafter referred to as PARTICIPANT, to use their neighborhood VoN rental booth space for May 16, 2020, in accordance with this agreement.

The term PARTICIPANT includes both the contact person authorized to sign this agreement on behalf of the participating group and all members of the group. The term NEIGHBORHOOD TEAM refers to all PARTICIPANTS from the same neighborhood.

Each D6 neighborhood (Clairemont, Kearny Mesa, MCAS Miramar, Mira Mesa, Rancho Peñasquitos-Park Village, and Sorrento Valley) has a volunteer Neighborhood Coordinator that is responsible for recruiting PARTICIPANTS and to plan, organize and coordinate their neighborhood's participation. The Neighborhood Coordinators will work with the VoN Coordinator, and with each other, to ensure a family-friendly, fun event.

Please initial the following to indicate you have read and agree to the terms:

_____ I confirm that I am the main contact person for this PARTICIPANT and have been authorized to sign this agreement on their behalf. I understand that I am responsible for ensuring information is disseminated from the D6NMT, the VoN Coordinator, and my Coordinator to PARTICIPANT members in a timely manner.

_____ Submission of this application is interpreted as PARTICIPANT agrees to work together with the D6NMT, VoN Coordinator, Neighborhood Coordinators and fellow PARTICIPANTS and PARTICIPANT understands and agrees to abide by all accompanying terms and conditions and general regulations listed on this document as well as such additional rules and regulations as D6NMT deems necessary for the success of the D6NM, provided these latter do not materially alter PARTICIPANT contractual rights. PARTICIPANT also agrees to follow and adhere to the directions of the Coordinator, VoN Coordinator and the D6NMT on the day of D6NM.

_____ D6NM is a family-oriented community event and PARTICIPANT activities must be wholesome, family-friendly, and suitable for all ages; cannot promote, refer to, or mimic the use of drugs, smoking, and drinking alcohol in any way; must be nonpartisan and apolitical; does not promote discrimination, engage in hate speech or advocate for the violent overthrow of the United States government.

_____ PARTICIPANT understands D6NMT has the right to determine if a PARTICIPANT is inappropriate to our audience, or if a PARTICIPANT has violated, or intends to violate, the rules as written in this agreement, and can terminate participation at will. Termination may also be given due to any Force Majeure or any legitimate reasons beyond the control of D6NMT or VoN Coordinator.

USE OF BOOTH RENTAL SPACE

_____ PARTICIPANT confirms and understands this agreement is for the D6NM to be held on May 16, 2020, from 4:00-10:00 PM at the Mira Mesa Community Park (8575 New Salem St, San Diego, CA 92126). From Interstate 15 exit Mira Mesa Boulevard and travel west for approximately 2.5 miles. The park is located at the intersection of Mira Mesa Blvd and New Salem St - across from Mira Mesa High School, one block east of the Mira Mesa Mall.

_____ D6NM will provide up to three FREE booth rental spaces within the VoN to each Neighborhood Coordinator.

_____ The Neighborhood Coordinator is required to remit a check for \$150 as a cleaning deposit for free booth space. The cleaning deposit check will be returned uncashed if usage terms are not violated.

_____ Per the Vendor Application signed by the Neighborhood Coordinator, booth space rental shall begin at 2:00 PM and end at 10:00 PM on May 16, 2020. D6NMT agrees to provide one table and two chairs per booth space to the Neighborhood Coordinator for use by PARTICIPANTS. Neighborhood Coordinators may decline the provided table and chairs and instead ask PARTICIPANTS to bring furniture.

_____ BOOTH CANOPIES ARE NOT PROVIDED. Many civic groups own a canopy and it is expected Neighborhood Coordinators will solicit use of canopies as they recruit PARTICIPANTS. (If necessary, canopies are available to rent. See the vendor application form at www.D6NightMarket.com for details).

_____ Information on booth space set up and break down procedures will be made available one week prior to the D6NM.

_____ Additional VoN booth space may be rented with the approval of the Neighborhood Coordinator and concurrence of the VoN Coordinator. This rental will be at the nonprofit organization booth rate (see the vendor application form at www.D6NightMarket.com for details).

_____ PARTICIPANTS are allowed to promote follow up events from the booth space provided by the D6NM. D6NMT reserves the right to inspect the information being distributed or the products being offered by the PARTICIPANT, and D6NMT reserves the right to deny sale or display of objectionable, offensive, or otherwise inappropriate materials.

_____ The booth space must be accepted as assigned. PARTICIPANTS are not permitted to relocate from the assigned spot without prior approval of D6NMT. It is D6NMT's right to relocate the rental booth space should it deem it necessary.

_____ PARTICIPANT may not:

- (a) Sub-let any portion of booth rental space.
- (b) Sell or provide any food or beverages (this includes water).
- (c) Operate any music device, such as music equipment, computer, stereo, DJ equipment without obtaining consent from D6NMT.

PARTICIPANT agrees to observe and comply with all existing policies which in any manner affect or relate to the use of the booth rental space or participation in the VoN. The D6NMT reserves the right to evict anyone violating any of the rules outlined herein, or violating any other rules and regulations. A NEIGHBORHOOD TEAM or PARTICIPANT violating the terms of this agreement will have their booth space closed with no refund on the \$150 cleaning deposit (or on booth space rental fee, if applicable).

_____ PARTICIPANT shall remove their property and clean up all trash and waste material in and around the rental booth space by end of the day on the day of the event. PARTICIPANT will check out with D6NMT staff for a site inspection before leaving the night market grounds at the end of the event. Site must be left in the same (or cleaner) condition in which PARTICIPANT found it upon arrival. Once site inspection is complete, the Neighborhood Coordinator can claim their \$150 cleaning deposit check.

_____ Cleaning deposit checks will NOT be returned or mailed after the event. If Neighborhood Coordinator does not claim the cleaning deposit check at the end of the event, the cleaning deposit is forfeited. NO EXCEPTIONS.

_____ The Neighborhood Coordinator and the NEIGHBORHOOD TEAM are solely responsible for all-losses, cost, damages and expenses of any kind whatsoever resulting from or incidental to the use of the rental booth space. Any damage to rental materials, such as the booth canopy, will result in forfeiture of the \$150 cleaning deposit check.

Optional Youth Activities and Roving Performances

_____ Each NEIGHBORHOOD TEAM also has the option to (a) host youth-friendly activities in the park's open space next to the VoN, and (b) may have PARTICIPANT community performing groups (such as a theater, singing or dance group) conduct short performances while roving throughout the full night market venue. (Youth and roving activities are optional and the additional forms regarding those activities are to be filled out only if a participant chooses to participate in that capacity.) PARTICIPANTS choosing to conduct these optional activities (and we hope you do!) must sign and submit the appropriate agreement addendum no later than May 1, 2020. Addendums are online at D6Nightmarket.com.

FACEBOOK (facebook.com/D6NightMarket)

_____ Facebook is being used to help publicize D6NM. We ask PARTICIPANTS to please "Like" D6NM on Facebook and to ask PARTICIPANT members, family, friends and coworkers, to also "Like" D6NM.

OTHER

_____ PARTICIPANT agrees to allow use of PARTICIPANT likenesses or names for purposes of promoting overall event. I understand at this event or related activities, PARTICIPANT may be photographed or video recorded and PARTICIPANT agrees to allow photo, video, or film likeness to be used for any legitimate purpose, including future marketing, by the event holders, producers, or organizers.

_____ PARTICIPANT hereby assumes all of the risks of participating and/or volunteering in this activity or event. The PARTICIPANT indemnifies and agrees to hold the D6NMT, Alliance for Quality Education, Mira Mesa Chamber of Commerce, the City of San Diego and any associated agencies affiliated with the night market event and their members, officers and directors, and employees, harmless against any and all liability (including court costs and attorney's fees) whatsoever arising from any claim made against D6NMT or loss incurred by the PARTICIPANT as a result of or in any way arising from, relating to, or connected with the

obligations identified within this PARTICIPANT agreement including loss or liability caused by active negligence, except loss or liability caused by sole negligence or willful misconduct. This includes but is not limited to, liability arising from the negligence or fault of the entities or persons released, for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to PARTICIPANT including traveling to and from this event. This hold harmless and indemnification obligation shall survive any termination of this PARTICIPANT Agreement.

This Agreement shall be subject to the applicable laws of California. Any disputes shall be brought before the courts of San Diego, California.

Print name of participant group/entity: _____

Main contact person (please print legal name): _____

Main contact legal signature: _____ Date Signed: _____

Phone: _____ Email: _____