



FOOD VENDOR APPLICATION

Application deadline for Vendors is **May 5, 2022**. D6 Night Market is Saturday, May 14 – 4:00pm - 10:00pm, at the Mira Mesa Community Park, located at 8575 New Salem Street, San Diego, CA 92126 (across the street from Mira Mesa High School). Applicants must submit **1) payment, 2) cleaning deposit, 3) Vendor Application, and 4) the signed Agreement Form.**

PAYMENT and CLEANING DEPOSIT (TWO SEPARATE) CHECKS are both payable to “Alliance for Quality Education” and mailed to: *Alliance for Quality Education-D6 Night Market, P.O. Box 261943, San Diego, CA 92196*

INSTRUCTIONS: Provide all information below *clearly* and *legibly* or your application will be returned.

Business Name: _____ Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Cell Phone: _____

Website: _____ E-mail Address: _____

 I want to be a FOOD VENDOR

- The D6 Night Market will provide only the space as chosen below.
- **Table, chairs, and canopy rental are not included and cost extra if you wish to rent them.**
- All vendors get the Standard Electrical Package (STE), which consists of **one standard 120 volt – 15 amp electrical outlet**. All vendors, including 10x20 rentals, will only get (1) STE, and any additional must be purchased as available below.
- List the items you have that need electricity and the WATTAGE (not voltage). You will only receive electricity for items you report. You may NOT bring items you did not list below. This will ensure we have enough electricity for all Food Vendors.

Item _____ Watts _____	Item _____ Watts _____
Item _____ Watts _____	Item _____ Watts _____
Item _____ Watts _____	Item _____ Watts _____
- You must complete a TFF application to the county and provide a copy with your application.
 - We will not complete the application for you. The TFF permit application is at the link below: https://www.sandiegocounty.gov/content/dam/sdc/deh/fhd/food/cep/tempevent_vendorapp_fp.pdf
- Please check which booth applies to you:
 - 10x10 food space \$350
 - 10x20 food space \$575
 - Additional Electrical Package (\$75 for each additional) \$75 x _____ = _____
 - _____ Extra table - \$ 10 each _____ Extra chairs - \$ 5 each
- If you wish to pay by debit/credit card, please send your application in via email and we will send you a PayPal link with the total to be charged. **All card transactions will include an additional 3% surcharge.**
- Brief description of what you will be providing at the night market:

- **ALL food vendors must include DEPOSIT check of \$150 (will not be cashed – see next page).**
- **EARLY BIRD - 10% off vendor booth prices before January 31, 2022.** Must include payment and deposit.



BOOTH SPACE AGREEMENT

The D6 Night Market Team hereinafter referred to as D6NMT, permits the vendor listed at the bottom of this agreement, hereinafter referred to as VENDOR to use the Rental Booth facilities for May 14, 2022, in accordance with the following agreement:

BEFORE THE NIGHT MARKET - Initial here _____ to indicate you have read and agree to the terms of this section

1. VENDOR agrees to observe and comply with all existing policies which in any manner affect or relate to the use of the booth space rental.
2. D6NMT reserves the right to evict anyone violating any rule. **VENDOR may not sub-let any portion of the booth space, without permission.**
3. Refunds for booth space rental cancelation before May 1, 2022, will be at 50% of booth cost. No refunds will be given after May 1, 2022, unless the event is canceled. Weather will not be grounds for refunds, full or partial, unless weather causes cancellation of the event.
4. Approximately one week prior to the D6 Night Market you will receive directives for the day's set up and break down procedures.

DURING THE NIGHT MARKET - Initial here _____ to indicate you have read and agree to the terms of this section

5. Booth spaces are rented for D6NM 2022 only. **Booth Space Rental shall begin at 12:00 PM and end at 10:00 PM on May 14, 2022.**
6. **D6NMT will provide shared-use handwashing sinks. Vendor must supply their own canopy, meshing and other equipment required by their TFF permit.** If you are not in compliance and the health inspector or the fire marshal shuts you down, NO REFUND will be given.
7. The booth space must be accepted as assigned. VENDOR is **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 necessary.
8. All additional or internal lighting must be supplied by Vendor. **All vendors must bring their own electrical cords.** 50 feet cords are recommended. Quiet generators are encouraged (e.g. Honda generator)
9. Vendors will be given access to electricity. Specific instructions (including power limits) will be given before the event (in Vendor Directive).
10. The VENDOR **may not operate any music device**, such as music equipment, computer, stereo, DJ equipment without obtaining consent from D6NMT. Operation of such devices without permission will be result in VENDOR to cease activity.
11. D6NMT reserves the right to inspect the info being distributed and reserves the right to deny sale or display of objectionable materials.

VENDOR CLEANING DEPOSIT CHECK - Initial here _____ to indicate you have read and agree to the terms of this section

12. **VENDOR must submit a SEPARATE check for \$150 as CLEANING DEPOSIT.** Cleaning deposit check will be returned **unless terms are violated.**
13. The VENDOR shall remove its property and **clean up all trash and waste material** in and around the Rental Booth Space by end of day or lose the cleaning deposit of \$150. Site must be left in the condition in which you arrived.
14. VENDOR is 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 D6NMT rental materials will result in forfeiture of deposit check and a charge for damages.**
15. VENDOR shall remove its property and **clean up all trash and waste material** in and around the rental booth space by end of day on the day of the event or forfeit the cleaning deposit of \$150. Site must be left in the same (or cleaner) condition in which vendor found it upon arrival.
16. VENDOR **may not vacate the night market grounds without first checking out with D6NMT staff.** Departing without proper check-out, and/or if your area and rental equipment fails inspection, Vendor forfeits their \$150 cleaning deposit. **NO EXCEPTIONS.**
17. Once site inspection is complete, deposit check will be returned. **Deposit checks not collected at the end of the day will be forfeited and cashed. NO EXCEPTIONS.**

OVERALL RIGHTS & RESPONSIBILITIES - Initial here _____ to indicate you have read and agree to the terms of this section

18. This Agreement shall be subject to the applicable laws of California. Any disputes shall be brought before the courts of San Diego, California.
19. VENDOR indemnifies and agrees to hold the D6NMT, Alliance for Quality Education, the City and County 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 VENDOR as a result of or in any way arising from, relating to, or connected with the obligations identified within this Vendor's Agreement including loss or liability caused by active negligence, except loss or liability caused by sole negligence or willful conduct. This hold harmless and indemnification obligation shall survive any termination of this rental agreement. You understand that at this event or related activities, you may be photographed or video recorded and you agree to allow photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, or organizers.
20. This agreement for Booth Space at the 2022 D6NM indicates the VENDOR's willingness 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 the Participant's contractual rights.

Signature _____

Date Completed _____

Checks are payable to "Alliance for Quality Education". Mail your **1) Payment Check, 2) \$150 Cleaning Deposit Check, 3) TFF permit (copy), & 4) Vendor Application + signed Agreement Form** to: **Alliance for Quality Education-D6 Night Market, P.O. Box 261943, San Diego, CA 92196.** Application deadline is May 5, 2022.