

CINCO BY THE BAY 2018 VENDOR APPLICATION

(Please read entire vendor packet)

ALL VENDORS ARE ENCOURAGED TO DECORATE IN A FESTIVE CINCO DE MAYO THEME

WHEN IS THE CINCO BY THE BAY:

- **Saturday, May 5, 2018**
- Embarcadero Marina Park South, 200 Marina Park Way, San Diego, CA 92101
- Hours of Operation: 12:00pm to 5:00pm – No Exceptions
- Application for booth space at the Cinco by the Bay is hereby made subject to acceptance by iHeartMedia San Diego.

WHAT DO VENDORS GET WITH THEIR BOOTH SPACE?

- All Booth Spaces are 10'x10' (unless noted in contract)
- **Tequila / Mezcal vendors** are provided a uniform booth (10x10') and include a fire extinguisher.
- **All other vendors must furnish own tent** (unless noted in contract by iHeart Media).

IS POWER AVAILABLE FOR VENDORS?

- **Power is NOT provided for Vendors.** If you require power, YOU MUST BRING A GENERATOR.
- Generators must be 75 KW or under.

WHAT ARE THE FIRE MARSHAL REQUIREMENTS?

- **Fire Extinguishers:**
 - A. Each booth shall be provided with a minimum 2-A-10B:C rated portable fire extinguisher.
 - B. Any cooking operation involving combustible cooking media (e.g., vegetable or animal oils and fats) will also require a class "K" (2-A:K) fire extinguisher.

ON-SITE INFORMATION

- **Load-in:**
 - Load-in for vendors is open from 10 am to 2 pm on Friday, May 4, 2018.
 - Check-in at main entrance for vendor location and vendor wristbands.
 - Security will be on-site from May 4 at 10 am to May 5 at 6 pm which includes overnight security for equipment watch.
 - All load-in must be completed and your booth MUST BE operational by 11am on Saturday, May 5, 2018.
 - Security will be on-site to oversee loading zone.
 - One parking space will be provided per vendor. Please provide name of driver for the parking pass in the application section below. If you don't know the driver name, please provide company name. Security will have the vendor parking list and will issue a parking pass on-site for each day. No overnight parking is allowed.
 - Oversized trucks must be parked at off-site parking. Additional parking is available in proximity to the event in lots behind the convention center, convention center parking and Hilton parking structure (based on availability).

- Only turf vehicles are allowed on the grass. Violations will result in citations, fines, or closure of event.
- Sidewalks access must be kept open for the general public and not blocked at anytime.
- **On-site Information:**
 - Smoking is prohibited anywhere on-site.
 - Both employee and hand washing station will be provided near behind the Street Food Market. See map provided for exact location.
 - The use of tent stakes to secure tents is prohibited. Tent stakes damage irrigation lines. Tents must be secured with weights.
 - Generators must be 75 KVA or under.
 - Please be advised Fire Marshal inspections will take place on May 5 most likely between 9 am to 11 am. Note you must have a fire extinguisher on site (see note above).
 - Health inspection usually occurs approximately between 10 am to 11 am on May 5.
- **On-Site Contacts:**
 - Julia Gorin / Mobile: 858-740-4866
 - Madylyn Tapia / Mobile: 951-274-4909

VENDOR INSTRUCTIONS

1. All vendors must remain in operation during all festival hours and cannot tear down until the conclusion of the event—NO EXCEPTIONS.
2. Prep for a crowd of about 1,800 to 2,000 attendees.
3. Please be advised that the County Health Inspector and the City of San Diego Fire Inspector will visit and inspect the festival during the event. Each food booth must provide their own Health Permit. Food vendors **MAY** sell canned or bottled soda or water **ALTHOUGH SELLING ANY ALCOHOLIC BEVERAGES ARE PROHIBITED.** Cinco by the Bay will sell alcoholic beverages exclusively.
4. Space **locations will be assigned by iHeart Media upon approval of application.**
5. Vendors that do not adhere to these requirements will be asked to leave.
6. Cinco by the Bay Event is Rain or Shine.

The undersigned agrees to abide by the official rules and regulations of the Cinco by the Bay

DEADLINE FOR APPLICATIONS: April 19, 2018

(Please write clearly)

Company_____

Name_____

Address_____Fax_____

City, State, Zip_____

Email_____

Phone_____

Name of person receiving parking pass (Only one parking pass issue per vendor):

- **Friday Parking Pass** (Friday earlier load-in): _____
- **Saturday Parking Pass** (May 5, 2018): _____

Signed:_____Date:_____

ON-SITE Contact Information:

Name_____

Phone_____

Please return your completed application to iHeart Media San Diego:

- Email to: JuliaGorin@iHeartmedia.com or your assigned account rep
- Fax to: Julia Gorin at (858) 522-5701

Questions can be addressed to:

Julia Gorin – JuliaGorin@iHeartmedia.com, Office Line: 858-715-3357

Madylyn Tapia – MadylynTapia@iheartmedia.com, Office Line 951-684-1991

THE FINE PRINT- VENDOR/SPONSOR INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") between the _____
("Sponsor") and iHeartMedia, Inc. is effective as of (DATE) _____, 2018.

This will acknowledge that Sponsor's participation in a Station produced or promoted Event to take place Embarcadero Marina Park South, 200 Marina Park Way, San Diego, CA 92101, including any adjoining or related facilities or Premises, (the "Event") scheduled for May 5, 2018.

Sponsor hereby represents, warrants and covenants that Sponsor's activities, including those of its agents and contractors at the Event will be conducted in compliance with all applicable laws and regulations. Without limiting the foregoing, Sponsor agrees and acknowledges that Sponsor is solely responsible for ensuring the adequate supervision of all of its employees, agents, volunteers and contractors participating in the Event and shall be solely accountable for the conduct of such participants.

Sponsor agrees to defend and indemnify Station, Event venue, facility or premises owners and each of their respective parent companies, affiliated companies, and their respective officers, directors, agents and employees and shall hold them harmless against any damage, claims, suits, actions, liabilities, loss, costs and expenses ("Claims"), including reasonable attorneys' fees, arising out of, or alleged to have arisen in any way from its participation in the Event (including, but not limited to, the acts or omissions by Sponsor, its employees, agents, participants, volunteers or contractors related to their participation in the conduct of the Event). The foregoing indemnification, however, shall not apply to the extent the foregoing Claims are caused by the gross negligence or willful misconduct of Station, its employees or agents. Station agrees to give prompt written notice to Sponsor of any such Claims. Station's delay in furnishing notice of any such Claims to Sponsor shall not discharge Sponsor from the indemnification obligation hereunder, except to the extent such delay results in actual prejudice to Sponsor. Sponsor shall undertake and conduct the defense of any Claims so brought with counsel of its choice. This Paragraph shall survive the expiration or earlier termination of this Agreement

This Agreement shall be governed by the laws of the State of California, county of San Diego. Nothing herein contained herein shall be construed to place the parties in the relationship of partners, joint ventures, agents or employees of one another and no party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent herein provided.

IN WITNESS WHEREOF, the undersigned has executed this Indemnification Agreement on the date set forth below.

iHeartMedia, Inc.

Signature: _____

Print Name and Title: _____

Date: _____