

CINCO BY THE BAY 2018 FOOD 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)
- **All vendors must furnish own tent** (unless noted in contract by iHeart Media). See last page for requirements.
- Cinco by the Bay will provide a Temporary Food Facility (TFF) Event Organizer Permit for the event only.
- **Each Food vendor MUST submit and provide a County of San Diego Temporary Food Facility (TFF) permit.**
- A Temporary Food Facility (TFF) permit application will be emailed to vendor or may be obtained at www.sdcountytempevents.org

IS POWER AVAILABLE FOR FOOD VENDORS?

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

WHAT ARE THE FIRE MARSHAL REQUIREMENTS?

- Each Food Vendor needs to adhere to The City of San Diego Portable Cooking at Special Event Requirements including booth construction and location, cooking equipment and fire extinguishers.
- Read “The City of San Diego Fire Prevention Bureau Portable Cooking at Special Events” in the last section of these materials.

FOOD VENDORS ARE REQUIRED TO PROVIDE A CERTIFICATE OF INSURANCE.

- Each Food Vendor must provide **certificate of insurance (COI) coverage naming “San Diego Unified Port District” as an additional insured and also be listed in the certificate holder box.**
- Food Vendor Applicant must provide **certificate of insurance (COI) coverage naming “San Diego Unified Port District” as an additional insured and also be listed in the certificate holder box.** Insurance coverage must be in force for the duration of the event, including setup through takedown days. The Port of San Diego requires a minimum of \$1,000,000 for personal and bodily injury, one person and one occurrence; and a minimum of \$1,000,000 coverage for property damage.

ON-SITE INFORMATION

- **Load-in:**
 - Load-in for vendors is open from 10 am to 2 pm on Friday, May 4, 2018.
 - 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 conventional center, conventional 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.
 - Smoking is prohibited anywhere on-site.
 - 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.
 - Food Vendors: all residual cooking grease and oil are removed from the site and disposed of properly (not placed in site trash dumpsters). Absorbent pads must be placed under all cooking vessels.
 - Food vendors shall ensure that no grease and oil run onto the landscape, hardscape, sidewalks, parking lots and roads.
 - Food vendors need to provide a **certificate of insurance** (see above) **by April 20, 2018.**
 - Please be advised Fire Marshal inspections will take place on May 5 most likely between 9 am to 11 am.
 - 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

FOOD 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. 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.
3. All food vendors must submit photographs of their booth(s) including signage, product, and set-up.
4. Space locations will be assigned by iHeart Media upon approval of application.
5. Cinco by the Bay Event is Rain or Shine.
6. Vendors that do not adhere to these requirements will be asked to leave.

FREQUENTLY ASKED QUESTIONS:

Do I have to be a Mexican restaurant?

- No. But Mexican heritage is the theme of the day.

Can I keep a vehicle at my booth?

- No. One vehicle parking pass will be provided per vendor.

How much should I prep for?

- Use your best judgement, we estimate about 2,000 attendees.

Are hand-washing stations provided?

- Hand washing station will be provided near the employee restroom area. Please refer to the guidelines of the event organizer application packet.

Are plates or utensils provided?

- No. You must provide disposable plates, napkins and utensils as needed.

Do I need a food health permit for the event?

- Yes, please see the instructions below.

Will the Health Department inspect my tent?

- Yes. Health inspection usually occurs approximately 1-2 hours before the event begins.

Will the Fire Department inspect my tent?

- Yes. Please adhere to the regulations required for by The City of San Diego Fire Department as slated below. Our event Fire Permit covers the inspection fee.

Do I need a food health permit for the event?

- Yes, please see the instructions below.

Food Vendors:

- Please refer to the County of San Diego Department of Environmental Health Food and Housing Division Temporary Food Facility Event Organizer Application Packet. A Temporary Food Facility (TFF) permit may be obtained at www.sdcountytempevents.org or call the Temporary Event Coordinator at (858) 505-6809.

The City of San Diego Fire Prevention Bureau
PORTABLE COOKING AT SPECIAL EVENTS

In order to increase fire safety for both booth operators and the general public, the following requirements shall be met when open flame cooking devices are used during an outdoor special event.

I. Booth Construction and Location

- A. Booths shall be located a minimum of 20 feet from any permanent structure. (Note: If conditions warrant it, the distance may be reduced when approved by the Fire Marshal.)
- B. Cooking booths must be separated from non-cooking booths by 10 feet.
- C. All fabric or pliable canopy covers, side/back drops and decorative material must either be:
 - 1. Inherently fire-resistive and labeled as such;
 - 2. Treated by a State Fire Marshal licensed applicator; or
 - 3. If the booth is owner-occupied, the material may be treated by the owner with a State Fire Marshal approved fire retardant chemical {Note: a flame test may be required}.
- D. Exit openings shall be a minimum of 3 feet wide and 6 feet, 8 inches in height.
- E. Vehicles shall be parked a minimum of 20 feet from the booth.

II. Cooking Equipment

- A. All cooking equipment shall be of an approved type.
 - 1. Coleman stoves or equivalent shall conform to the following requirements:
 - a. No gasoline or kerosene may be used.
 - b. No fueling of a stove may be done in the booth.
 - c. There may be no storage of fuel in the booth.
 - d. A minimum of 5 feet of clearance must be maintained between the public and all cooking devices.
 - 2. Butane or propane equipment shall conform to the following requirements:
 - a. The maximum size of LPG tanks that can be used inside of a booth is 1.5 gallons or less. LPG tanks with more than 1.5 gallons shall be stored outside of the booth.
 - b. Tanks shall have a shut-off valve.
 - c. The stove shall have an on-off valve.
 - d. Hoses shall be of an approved type for use with the equipment;
 - e. The tank must be protected from damage and secured in the upright position.
 - f. Tanks located outside of booths must have a pressure regulator if in excess of 5 gallon capacity.
 - g. There may be no storage of butane or propane tanks in the booth.
 - h. The tank must be turned off when not in use.
 - i. Prior to use, all connections must be tested (may be done with a soap and water solution).
 - j. A minimum of 18 inches shall be provided between the booth backdrop material and cooking appliance. (Note: Clearance may be reduced as approved by the Fire Marshal.)

k. A minimum of 16 inches shall be provided between deep fat frying appliances, woks and open flame stoves. An alternative to the 16 inch separation requirement would be to provide a 16 inch high, full width splash guard.

3. Charcoal Barbecue Cooking shall conform to the following requirements:

- a. Charcoal barbeque cooking is prohibited inside of booths.
- b. Charcoal cooking shall be performed only in areas away from public access and shall be located a minimum of 5 feet from any booth with a minimum of 10 feet from any permanent structure.
- c. Only commercially sold charcoal lighter fluid or electric starters may be used (no gasoline, kerosene, etc.).
- d. Storage of starter fuel in the booth is not permitted.
- e. Coals shall be disposed of only in metal containers that have been designated for such use and are approved by the Fire Marshal. Dumping of coals in trash containers is prohibited.

4. Deep Fat Frying/Flambé Cooking shall conform to the following requirements:

- a. Deep fat frying or flambé cooking operations shall be located in a separate enclosure where only cooking operations are performed. Such enclosures shall conform to booth construction requirements as previously outlined, but the top of the enclosure shall be open or, when required by the Health Department, shall be provided with metal/flame retardant screening with a minimum height of 7 feet.

III. Fire Extinguishers

A. Each booth shall be provided with a minimum 2-A-10B:C rated portable fire extinguisher.

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.

B. Fire Extinguishers shall conform to the following:

1. The extinguisher shall be mounted and secured so that it will not fall over.
2. The extinguisher must be visible and accessible, and located away from the cooking area.
3. The extinguisher must have been serviced within the last year and have a California State Fire Marshal service tag attached.

IV. Housekeeping

- A. The Fire Marshal encourages the use of non-combustible materials in the cooking areas and away from heat sources.
- B. Trash containers should be emptied regularly.
- C. Clean all cooking surfaces regularly to prevent the build-up of grease.

V. Additional Fire Safety Tips

- A. Know where the fire extinguisher is located and how to use it.
- B. Don't leave food cooking unattended.
- C. Don't wear loose-fitting clothing when cooking.
- D. In case of an emergency, call 9-1-1.

For any additional information, please contact The City of San Diego Fire Prevention Bureau Special Events at (619) 533-4400.

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: _____