



Southern California Asian & Pacific Islander Festival
 Downtown Oceanside Civic Center
 300 N Coast Hwy, Oceanside, CA 92054
 April 26, 2025 | 10:00AM-5:00PM
 (818) 581-0576 | vendors@apifestival.com

RETAIL OR NONPROFIT VENDOR APPLICATION

BUSINESS NAME		CONTACT NAME	
STREET ADDRESS CITY		STATE	ZIP CODE
CONTACT PHONE NUMBER			
EMAIL ADDRESS			

Each applicant must enclose and email to vendors@apifestival.com:

- Completed **Retail or Nonprofit Vendor Application**
- Copy of **Driver's License**
- Completed **California Department of Tax and Fee Administration CDTFA-410D** (Swap Meets, Flea Markets, or Special Events Certification)
- Signed **Vendor Hold Harmless Agreement** (on page 2 of this application)
- Email pictures of all products sold to vendors@apifestival.com

Once Application is accepted, vendors will need to provide the following:

- Payment for **Booth Fee & Cleaning Deposit** via Credit Card or TWO (2) checks payable to: "Oceanside Museum of Art 704 Pier View Wy, Oceanside, CA 92054"
 - Check #1: Booth Fee
 - Check #2: Cleaning deposit
- Certificate of Insurance** needed by **April 7, 2025** emailed to vendors@apifestival.com. See insurance guidelines on page 4 for more information.

10x10 RETAIL OR NONPROFIT BOOTH	FEE	AMOUNT DUE
Premium	\$300	
Retail	\$250	
Artisan (juried by the organization)	\$175	
Non-Profit Organization (proof of 501c3 required)	\$150	
Refundable Cleaning Deposit (required)	\$50	
Electrical (if needed)	\$30	
Total Amount Due		

Credit Cards payment are subject to an additional 3.5% processing fee

DESCRIPTION OF ITEMS: Vendor may sell ONLY the items as listed in the application.

- NO weapons, CBD, marijuana, tobacco/drug paraphernalia and/or items that promote the use of illicit substances (this includes signage OR logos with marijuana leaves on it etc.).
- Pornographic, hazardous materials or any item deemed distasteful by Southern California Asian & Pacific Islander Festival, MainStreet Oceanside and the City of Oceanside may NOT be sold. Southern California Asian & Pacific Islander Festival has the right to refuse any item or vendor.
- If an item is NOT listed in your application, it may NOT be sold. If you are distributing literature, please attach a copy for review and approval. NO alcohol will be allowed at this event.

Vendor Hold Harmless Agreement

Please Read and Sign below:

1. Business Name: _____ (hereafter "Vendor") is applying for permission to use a space or spaces on the grounds of City of Oceanside, MainStreet Oceanside, Southern California Asian & Pacific Islander Festival, and Oceanside Museum of Art event, between the designated hours for setup, selling, and teardown. In the performance of this contract, "Vendor" and the agents and employees of "Vendor" shall act in an independent capacity and not as officers or employees or agents of Southern California Asian & Pacific Islander Festival and Oceanside Museum of Art. .
2. "Vendor" agrees to indemnify, defend and hold harmless the Southern California Asian & Pacific Islander Festival, Oceanside Museum of Art, its officers, agents, volunteers and/or employees against and from any and all claims, demands, lawsuits, damages, liability or loss, expenses and costs, in law or in equity, from any cause whatever, including the negligence (active or passive) of the Event venue and Southern California Asian Pacific Islander Festival and Oceanside Museum of Art property and equipment, its officers, agents or employees, arising from the use of the facilities or activities in and about the same by Vendor or their representatives or invitees. This is to include those brought for, or on account of damage or loss of any item in Vendor's space or injuries to or death of any person or persons, including "Vendor," or damage to or in connection with the specified event. The intent of this indemnity agreement is to avoid any responsibility on the part of Southern California Asian & Pacific Islander Festival, Oceanside Museum of Art and its agents from paying money for the defense of any lawsuit or claim, or any settlement or verdict.
3. "Vendor" acknowledges that this is a "Rain or Shine" event, and no guarantee is made of financial success, thereby making Vendor Fees non-refundable. "Vendor" understands that no guarantees of product exclusivity are made by Southern California Asian & Pacific Islander Festival and Oceanside Museum of Art unless arranged in advance and granted in writing. "Vendor" agrees to obtain all required permits and licenses specified by any and all Federal, State, County and Municipal Agencies and comply with all applicable codes and regulations.
4. Any and all artwork and logo materials created for Southern California Asian & Pacific Islander Festival are the sole property of Southern California Asian & Pacific Islander Festival and may not be reproduced without permission.
5. "Vendor" shall leave the venue/facilities in a clean and orderly condition. No alterations of any type may be made to the buildings or premises, particularly the outside surface of any buildings, without the express written authorization of Southern California Asian & Pacific Islander Festival. As an example, the use of thumbtacks, nails or tape on walls, light posts, fences or buildings is not permitted, as it damages the property. "Vendor" agrees to assume responsibility for any damages done to the venue/premises or buildings caused by any of your guests or attendees. If any alterations were allowed, "Vendor" agrees to restore the facilities to their original condition; and shall repair any damage arising out of the use of the facilities under this agreement. Should any damage occur during your use of the premises and facilities as described in this agreement and "Vendor" refuses to pay for the cost of repairs. "Vendor" agrees to submit the matter to binding arbitration according to the rules of the American Arbitration Association. The prevailing party is entitled to their legal fees.
6. I have read and understand the application and accompanying materials. I understand that incomplete information will delay processing of my application. I understand that my application is subject to review and acceptance by the Southern California Asian & Pacific Islander Festival.
7. My signature below certifies that I have read and understand the application, accompanying information, release of liability and agree to adhere to the rules and regulations set forth on this application. 8. No refunds will be given after April 2, 2025. All cancellations must be submitted in writing prior to April 2, 2025 and are subject to a \$50 processing fee. All returned checks are subject to a \$50 service charge. After March 1, 2025, cash payment is required.

SIGNATURE	DATE
PRINTED NAME	VENDOR (BUSINESS) NAME

Important Information & DEADLINES

APPLICATIONS / PRIORITY

1. All vendor applications must be returned by **March 1st, 2025**.
2. All **Completed Retail or Nonprofit Vendor** applications must be accompanied with your:
 - a. Copy of **Driver's License**
 - b. Completed **California Department of Tax and Fee Administration CDTFA-410D** (Swap Meets, Flea Markets, or Special Events Certification)
 - c. **Signed** copy of the **Vendor Hold Harmless Agreement** (on page 2 of this application)
 - d. **Certificate of Insurance** naming "Southern California Asian & Pacific Islander Festival, Oceanside Museum of Art" and "City of Oceanside" as "Additional insured parties" - naming additional insured parties as required (see insurance requirements on page 4).
 - e. Payment: We accept Credit Card and Checks ONLY.
3. Southern California Asian & Pacific Islander Festival reserves the right to limit the number of applicants for any one particular type of goods/services and reserves the right to change or substitute vendor spaces overall, thereby maintaining diversity.
4. All vendor spaces are **10X10** unless otherwise stated. ONLY Space is provided. Exhibitors will be responsible for providing their own setups including fire retardant canopy, tables, chairs or any other materials needed for their display.
5. No sales of weapons, CBD, marijuana, tobacco/drug paraphernalia and/or items that promote the use of illicit substances. Pornographic, hazardous materials, or any items deemed distasteful by Southern California Asian & Pacific Islander Festival may **NOT** be allowed. NO alcohol will be allowed at this event.

ELECTRICITY

1. Limited electricity is provided at the event. If you have electrical needs, please contact vendors@apifestival.com
2. Generators must be whisper quiet and approved by the Event Coordinator before they will be allowed to be used. Please contact vendors@apifestival.com for more information.

CONFIRMATIONS / REFUNDS / HOURS / PARKING

1. Confirmations will be mailed no later than 10 days before the event.
2. **No refunds will be made under any circumstances after April 1, 2025.**
3. No refunds in case of inclement weather, acts of nature or restrictions by governmental agencies which lead to cancellation of the event or other circumstances which Southern California Asian & Pacific Islander Festival has no control.
4. Southern California Asian Pacific Islander Festival will be held April 26, 2025 (one day only). 5. Hours of the event will be from 10:00 AM to 5:00 PM. You must occupy your booth during the entire event. No leaving before 6:00 PM.
 - a. Check-in begins promptly at 7:00 AM. Space is forfeited if not checked in by 9:00 AM.
 - b. All vehicles out of the area by 9:00 AM. Vendor parking will be provided. Teardown must be completed by 7:00pm

Insurance Requirements for Retail or Nonprofit Vendors & Amusement Concessions

The following insurance requirements and language are required for the purpose of conducting Food Services or Amusement Activities within the Asian & Pacific Islander Festival special event in the City of Oceanside.

Automobile Liability Insurance: Coverage is required if any vehicles are to be used by event employees during the course of set-up, staging, and load-out at the event.

Workers Compensation Insurance: Coverage is required for all commercial events in which the insured entity has paid employees providing services for the event on the City of Oceanside property.

General Liability: Minimum coverage for food vendors' general liability coverage is \$2,000,000 (Two Million Dollars) aggregate with \$1,000,000 (One Million Dollars) per occurrence. Additional coverage may be required based on the type of event and the risk assessment.

Additional Insured Endorsement: Please be sure your insurance agent adds the following language to your Certificate of Liability Insurance. The following language must be stated in the "Description of Operation / Location/ Special Provisions" section of the insurance certificate as well as the endorsement page:

Southern California Asian & Pacific Islander Festival, Oceanside Museum of Art, MainStreet Oceanside, The City of Oceanside, and all of its parent and subsidiary companies, and their officers, directors, agents, employees and assigns of each as "primary" additional insured with the waiver of subrogation but only insofar as the operations and facilities in the Venue area are concerned. A waiver of subrogation is provided in favor of Oceanside Museum of Art, MainStreet Oceanside, and the City of Oceanside and all of its parent and subsidiary companies, and their officers, directors, agents, employees, and assigns.

Cancellation Notice: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 15 days written notice to the certificate holders named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives."

List of Additional Insured Parties:

Southern California Asian & Pacific Islander Festival

Oceanside Museum of Art
704 Pier View Way
Oceanside, CA 92054

City of Oceanside Property Department
300 N. Coast Hwy
Oceanside, CA 92054