



DOHENY SURF FESTIVAL NON-PROFIT/INTERPRETIVE APPLICATION

June 28-29, 2014 | Doheny State Beach | Dana Point, CA

STEP 1: INFORMATION

Name _____

Organization Name (to be listed) _____

Organization Street Address _____

City _____ State _____ Zip Code _____

Organization Phone # _____ Onsite Cell # _____ Fax _____

Email _____ Website _____

STEP 2: BOOTH SPACE

10' X 10' BOOTH SPACE (Standard Size 100 sq. ft.) IS PROVIDED

STEP 3: PRODUCT/SERVICE DESCRIPTION

Please provide a brief description of the product(s) and/or services you plan to exhibit at Doheny Surf Festival.

STEP 4: NON-PROFIT STATUS

Proof of Non-Profit/Interpretive Status is required.

The following must be provided with application:

_____ 501 (c) 3 Status Letter _____ Proof of Insurance

The following (Utopia Entertainment, Inc., DSBIA and Doheny Surf Festival) must be listed as additionally insured for Doheny Surf Festival weekend. Please contact Utopia Entertainment at info@utopiaworldwide.com for more information or with questions:

Utopia Entertainment, Inc.
12711 Ventura Blvd., Suite 200
Studio City, CA 91604

DSBIA and California State Parks
25300 Dana Point Blvd.
Dana Point, CA 92629

I agree to have my space ready for operation by 8:30am Saturday, June 28, 2014. My vehicle will be parked in a designated parking stall. I will furnish tables, chairs, fixtures, etc. necessary to complete my display space at the Doheny Surf Festival. I will provide a fire department approved tent/shade covering and fire extinguisher. I agree to remain at the event until 4:00pm on Sunday, June 29, 2014. **Applicant understands this application becomes a binding contract when approved and accepted by Utopia Entertainment, Inc. Applicant understand that if application is not approved payment will be returned within 10 days. Applicant agrees to abide by the attached Terms & Conditions detailed on the following page of this contract.**

Agreed to by _____ Date _____
Signature of Official Organization Representative

QUESTIONS? Contact Utopia Entertainment at 818.980.9940 or info@utopiaworldwide.com

DO NOT COMPLETE BELOW THIS LINE - FOR MANAGEMENT USE ONLY (Note: Application MUST receive approval.)

Application approved by _____ Date _____ | Non-Profit Status Received _____ Insurance Received _____



DOHENY SURF FESTIVAL

NON-PROFIT/INTERPRETIVE APPLICATION

JUNE 28-29, 2014 | DOHENY STATE BEACH | DANA POINT, CA

1. All items that are sold/displayed should represent California State Parks and the Doheny Surf Festival in a positive manner.
2. Products or signage that suggest illegal drug use, sex, or inappropriate alcohol consumption are not allowed. No alcohol or illegal drugs will be allowed in exhibitor booth space. Illegal drugs, and drug paraphernalia, weapons, merchandise containing racial slurs, manufacturer or copyright infringements, obscenities or other offensive or other detrimental matter will not be permitted and will be confiscated and not returned.
3. State Fire Marshall and Health Department regulations must be implemented at all times. A fully charged (not expired) compliant fire extinguisher must be present in booth space. No open flames, no sterno under any canopy.
4. No booth shall be set up in a manner where it damages any State Park property or structures inclusive of grounds, paved areas, trees, etc. The Vendor is liable for any damage caused to State Park property or other Vendors' property.
5. Pop-Up Tents are the permissible booth structure. Any construction, generators, and/or loud amplified music are NOT allowed within the booths. Exhibitors may only set up within designated booth space. Power will NOT be provided or offered to Vendors.
6. Vendor space is not transferable. Vendors may not assign, sublet, or share their exhibitor space with another business or firm.
7. State Parks and Doheny Surf Festival reserve the right to cancel the contract at any time.
8. Doheny Surf Festival is a non-refundable event.
9. Food vendors preparing food on site and beverage sales will NOT be allowed in the vendor village. Some pre-packaged food will be allowed with approval (i.e. packaged cookies, packaged nuts, packaged trail mix, etc.).
10. Vendors are responsible for keeping their area clean and free of debris. ALL vendors are responsible for picking up trash around site.
11. A Seller's Permit is required with your application for vendors selling products.
12. Vendors will carry Worker's Compensation Insurance in compliance with provincial laws covering all of the Vendor's employees, contractors or agents engaged in the performance of any work for the Vendor.
13. There will be no camping in booth space.
14. Limited overnight security is provided, however DSF, DSBIA, DPR-CSP & Utopia Entertainment other affiliates will not be responsible for any lost, stolen or damaged property before, during or after the event. Vendors and Organizations accept full responsibility for their site.
15. Booth space must be set up by 8:30am each day of the event. Set up time begins at 6am each day of the event. Vendors may not break down earlier than 5:00pm on Saturday June 28, 2014 and 4:00pm on Sunday June 29, 2014. Anyone closing before closure of the event will not be invited to participate next year.
16. Doheny Surf Festival will take place rain or shine.
17. Booth assignments are at the discretion of the DSF staff and cannot be guaranteed. Any requests may be taken into account, however DSF staff has final say over vendor placement.
18. DSF, in its sole discretion, determines, whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and services related to the nature of the Event. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. DSF reserves the right to restrict or remove any exhibit that DSF, in its sole discretion, believes is objectionable or inappropriate.
19. Doheny Surf Festival (DSF) has the exclusive right to display, license, sell and merchandise all event novelties (t-shirt, collectibles, etc.) DSF further has the right to inspect, approve, reject or otherwise control the display, promotion, sale or there merchandising of products or services by exhibitors at the event in its sole discretion. Any products or services rejected by DSF must be immediately removed from the event premises a may be removed by DSF if this does not occur. Merchandise designed to be passed off as event merchandise (use of city, date, event name, trademarks, etc.) or which has this effect will not be permitted.
20. Vendors cannot sell, give or offer for safe any pictures or accounting of this event for publication without the permission of Doheny Surf Festival.
21. Vendors shall carry general liability coverage including premises, operations, contractual, personal injury and property damage liability, and name Doheny Surf Festival (DSF), Doheny State Beach Interpretive Association (DSBIA), and Utopia Entertainment as additional insured. Certificates mailed to: Utopia Entertainment, 12711 Ventura Blvd., Suite 200, Studio City, CA 91604
22. All State Park rules and regulation apply.
23. **RELEASE FROM LIABILITY AND INDEMNIFICATIONS** (please read before signing) "I agree to waive and release the Doheny Surf Festival (hereinafter referred to as DSF), Doheny State Beach Interpretive Association (DSBIA), the Department of Parks and Recreation – California State Parks (hereinafter referred to as DPR-CSP) and Utopia Entertainment (UE) their officers, agents and employees, from and against any and all claims, cost liabilities, expenses, or judgments, including attorney's fees and court costs arising of my participation in this event or any illness injury resulting there from, and herby agree to indemnify an d hold harmless DSF, DSBIA, DPR-CSP & UE from and against any and all such claims whether caused by negligence or otherwise, except for illness or injury resulting directly from gross negligence willful misconduct on the party of DSF, DSBIA, DPR-CSP and UE or their volunteers or employees. I understand and agree that by signing this waiver I am freeing DSF, DSBIA, DPR-CSP, and UE, their employees, officers or against from any liability resulting from my participation in this sponsored activity. I recognize that the event can be dangerous to me and I accept those dangers. I understand that if I am injured this waiver will be used against anyone and me else claiming damage because of my injury in any legal actual. I also understand that if I am injured this waiver will be used against anyone and me else claiming damage because of injury in any legal action. I also understand that no employee or against is authorized to modify this waiver. I herby represent and understand that I am familiar with the nature of the activities in which I will participate in this recreation program, that I am in good health and that I do not have physical or emotional conditions, past or present, of which I am aware, which would affect my ability to participate in this activity."