



**22nd Annual Dia De Los Muertos Festival  
in Downtown Oceanside**

October 22, 2023 from 10 am - 5 pm  
(760) 845-9350 or [osidedia@gmail.com](mailto:osidedia@gmail.com)

**Commercial Vendor Application**

Business Name \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_ Fax \_\_\_\_\_

Cell Phone \_\_\_\_\_ E-mail \_\_\_\_\_

**Each applicant must enclose and return to Friends of Oceanside Dia de los Muertos, 870 Rivertree Drive, Oceanside, CA 92058, by October 1<sup>st</sup>, 2023, with the following items:**

- Complete Application
- Copy of Driver's License
- Copy of vehicle registration and insurance
- Completed California Department of Tax and Fee Administration CDTFA-410-D (Swap Meets, Flea Markets, or Special Events Certification)
- Vendor Hold Harmless Agreement (on page 3 of this form)
- Payment for Booth Fee & Cleaning Deposit (2 checks please), checks payable to: **Friends of Oceanside Dia de los Muertos**

	FEE	AMOUNT DUE
<b><u>10X10 Commercial Booth</u></b>		
Commercial Fee	\$850	\$ _____
Processing fee for Credit or Debit card payments	\$10.00 (non-refundable)	\$ _____
	<b>AMOUNT ENCLOSED</b>	\$ _____

**DESCRIPTION OF ITEMS:** Vendor may sell **ONLY** the items listed below: **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 Friends of Oceanside Dia de los Muertos and the City of Oceanside may **NOT** be sold. Friends of Oceanside Dia de los Muertos has the right to refuse any item or vendor. **IF an item is NOT listed, it may NOT be sold.** Attach a separate sheet if necessary. If you are distributing literature, please attach a copy for review and approval. **NO alcohol will be allowed at this event.**

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..... DO NOT WRITE BELOW THIS LINE.....

Date \_\_\_\_\_ Received \_\_\_\_\_ Amount Encl. \_\_\_\_\_ Form of Payment \_\_\_\_\_

**Please read and sign the Hold Harmless Agreement below**

- 1) Business Name: \_\_\_\_\_ (hereafter "Vendor") is applying for permission to use a space or spaces on the grounds of City of Oceanside, Friends of Oceanside for Dia de los Muertos Festival, a Friends of Oceanside Dia de los Muertos 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 Friends of Oceanside Dia de los Muertos.
- 2) "Vendor" agrees to indemnify, defend and hold harmless the Friends of Oceanside Dia de los Muertos, 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 Friends of Oceanside Dia de los Muertos 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 Friends of Oceanside Dia de los Muertos 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 Friends of Oceanside Dia de los Muertos 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 Friends of Oceanside Dia De Los Muertos are the sole property of Friends of Oceanside Dia de los Muertos 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 Friends of Oceanside Dia de los Muertos. 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 Friends of Oceanside Dia de los Muertos.
- 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 October 2, 2023. All cancellations must be submitted in writing prior to October 2, 2023 and are subject to a \$50 processing fee. All returned checks are subject to a \$50 service charge. After October 1st, 2023, cash or money order payment is required.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

# APPLICATION & DEADLINES

## ❖ APPLICATIONS / PRIORITY

- A. All vendor applications must be returned by October 1, 2023
- B. This event has a limited number of booth spaces**
- C. All applications must be accompanied with your:
  - Payment. We accept Cash, Check, Credit Card or Money Order
  - Completed California Department of Tax and Fee Administration CDTF-410-D (Swap Meets, Flea Markets, or Special Events Certification)
  - Copy of Driver's License
  - Copy of Vehicle registration and insurance
  - We suggest that you have business liability insurance but do not require it
  - A signed copy of the Vendor Hold Harmless Agreement on page 3 of this application
- D. Friends of Oceanside Dia de los Muertos 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.
- E. All vendor spaces are 10X10 unless otherwise stated. Space only 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.
- F. 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 Friends of Oceanside Dia de los Muertos may **NOT** be allowed. **NO alcohol will be allowed at this event.**

## ❖ ELECTRICITY

- A. Limited electricity is provided at the event. If you have electrical needs, please contact the office.
- B. Generators must be whisper quiet and approved by the Event Coordinator before they will be allowed to be used

## ❖ CONFIRMATIONS / REFUNDS / HOURS / PARKING

- A. Confirmations will be mailed no later than 10 days before the event.
- B. No refunds will be made under any circumstances after October 2, 2023.**
- C. 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 Friends of Oceanside Dia de los Muertos has no control.
- D. Dia De Los Muertos will be held October 22, 2023 (one day only).
- E. 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 5:00 PM.
- F. Check-in begins promptly at 6:00 AM. Space is forfeited if not checked in by 9:00 AM.
- G. All vehicles out of area by 9:30 AM. Vendor parking will be provided.
- H. Teardown must be completed by 7:00 PM.

**SWAP MEETS, FLEA MARKETS, OR SPECIAL EVENTS CERTIFICATION**

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

People who sell merchandise in California are generally required to hold a seller's permit.

You **may not** sell at this event unless you have a seller's permit or are not required to hold a permit. You are required to have a permit if you are selling, even temporarily, new or handcrafted items or used items you purchased for the purpose of reselling to others. You are not required to hold a permit if you are only making "occasional" sales, selling products that are not taxable when sold at retail, or selling on behalf of a section 6015 retailer.

You may electronically register for a seller's permit at no cost to you by visiting our website at [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov). To find a California Department of Tax and Fee Administration (CDTFA) office near you, call our Customer Service Center at 1-800-400-7115 (TTY:711) or visit our website. If you obtain a temporary seller's permit, the business address on your temporary permit should be the address of the temporary selling location and the mailing address should be your permanent place of business or residence.

**Occasional and Nontaxable Sales**—Occasional sellers are usually people who are not required to hold a seller's permit because they will not be making a series of qualifying sales. A person who has cleared their garage of used items *accumulated for their own use* and who sells *only* those items would usually qualify as an occasional seller, provided they make sales no more than twice in a 12-month period. Some sellers who make only nontaxable sales are also not required to hold seller's permits. Examples include sellers of fresh produce or other cold food products sold "to go." Please note, however, some food sales are taxable, including sales of food for consumption in places where admission is charged.

**Section 6015 Retailers**—Revenue and Taxation Code section 6015 relieves certain individuals of the requirement to obtain a seller's permit when: (1) the product supplier is a CDTFA approved section 6015 retailer, (2) the product supplier reports and pays tax on the actual "retail selling price," (3) the individual is selling only those items purchased from the section 6015 retailer, and (4) the individual provides the name of the product supplier. Typical section 6015 retailers include multi-level marketing retailers that solicit sales through a network of individual salespeople/representatives (for example, Avon, Tupperware).

**Verification of a seller's status is required by law. Please complete all four sections of this form. Please print.**

**1. EVENT INFORMATION**

EVENT NAME AND PLACE Oceanside Dia de los Muertos, Downtown Oceanside	
EVENT DATE(S) October 22, 2023	TABLE/BOOTH/LOCATION ID NUMBER

**2. VENDOR/EXHIBITOR INFORMATION**

OWNER'S NAME	
MAILING ADDRESS (street number or P.O. box)	
(city, state and ZIP code)	TELEPHONE NUMBER (      )
DRIVER LICENSE NUMBER OR STATE ID NUMBER AND STATE	
TYPE OF BUSINESS, DESCRIPTION OF ITEMS TO BE SOLD/DISPLAYED	

**3. STATUS**—Check appropriate boxes, and provide requested information

- I hold a valid seller's permit. My number is: **S** \_\_\_\_\_
- No sales of tangible personal property are being made or solicited at this event.
- I am not required to hold a seller's permit because:
  - My retail product sales are not subject to tax       My sales are exempt occasional sales
  - I sell on behalf of a section 6015 retailer \_\_\_\_\_

**4. CERTIFICATION**—Partners/additional sellers, complete a separate copy of this form

*The above statements are certified to be correct to the best knowledge and belief of the undersigned.*

NAME (type or print)	TITLE
SIGNATURE	DATE