

**INTERNATIONAL DRAGON BOAT ASSOCIATION**  
**RENTAL SPACE AGREEMENT**

THIS AGREEMENT by and between the International Dragon Boat Association (IDBA), a nonprofit California Corporation, hereinafter called the IDBA and \_\_\_\_\_, hereinafter called the Renter,

WITNESSETH:

1. THAT WHEREAS, the Renter desires to secure from the IDBA certain rights and privileges and to obtain permission from the IDBA to participate in the 2005 California International Dragon Boat Festival beginning **9:00 AM on August 13, 2003 and ending 4:00 PM on August 1014 2005**

2. NOW THEREFORE, IDBA hereby grants to the Renter the right to occupy the space(s) to be assigned for the purposes hereinafter set forth, subject to the terms and conditions of this agreement. Each space is to be approximately 10' x 10' and to be assigned by August 1, 2005.

3. The purposes of the occupancy shall be limited to: the display, sale, distribution, or promotion of: \_\_\_\_\_ and no other purpose.

Please note, this section will be enforced and there is no exception except what is obtained in writing by IDBA prior to the event. A violation of this section constitutes breach and vendor may be removed from premises without consideration for refund.

4. Applications submitted must be accompanied by payment made in full to the: INTERNATIONAL DRAGON BOAT ASSOCIATION at 655 3<sup>rd</sup> St., #75D, Oakland, CA 94610. We regret there will be no refunds. Fees paid are for the rights and privileges hereby granted. To avoid delays, please check and submit correct amount.

- Space only 10' x 10' @ \$250 = \$ \_\_\_\_\_
- Each additional 10' x 10' space @ \$200 each x \_\_\_\_\_(quantity) = \$ \_\_\_\_\_
- Standard or Food Tent Rental 10' x 10' @ \$200 each X \_\_\_\_\_(quantity) = \$ \_\_\_\_\_
- Electrical Outlet Rental @ \$100/outlet X \_\_\_\_\_(outlets) = \$ \_\_\_\_\_  
(Note: Free to Food Vendors)
- Booth Panels or Counters Tops \$15 each X \_\_\_\_\_(quantity) = \$ \_\_\_\_\_
- Table Rental @ \$15 each X \_\_\_\_\_(quantity) = \$ \_\_\_\_\_
- Chair Rental \$5 each x \_\_\_\_\_(quantity) = \$ \_\_\_\_\_
- Late Fee \$50 (after May 30, 2005) = \$ \_\_\_\_\_
- insurance purchased through IDBA \$35/per vendor = \$ \_\_\_\_\_
- TOTAL ENCLOSED** = \$ \_\_\_\_\_

5. Renter agrees to pay fees required by IDBA and to guarantee the payment of:  
 (a) any money which may be payable to IDBA under this agreement;  
 (b) any damage to Festival property; and utility charges, if any;

6. Renter further agrees to the removal of all property from premises at the conclusion of the event and to restore the premises to a condition satisfactory to IDBA

7. IDBA shall have the right to audit and monitor any and all sales as well as access to the premises occupied by Renter.

8. Renter further agrees to indemnify and save harmless IDBA , City of Oakland, Port of Oakland, Portside Associates, and State of California, their officers, agents, volunteers, and employees from any and all claims, causes of action, and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers Compensation law and Renter himself and from any loss, damages, cause of action, claims or suits for damages including, but not limited to loss of property, good wares, or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

9. In the event that a dispute arises under this contract or out of the rights and duties authorized herein between the IDBA and Renter, the prevailing party shall be entitled to reasonable attorneys fee. The parties further agree to have any such dispute resolved by Arbitration or Mediation in accordance with the rules and procedures of Alameda County Bar Association.

10. Renter further agrees that he will not assign, sell, exchange or barter, or permit his employees to assign, sell, exchange or barter, any rights issued to Renter or his employees hereunder.

11. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned to otherwise disposed of without the written consent of IDBA.

12. It is mutually understood and agreed that no alternation or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alternations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

13. The Rules and Regulations hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understandings that they shall apply, unless amended by mutual consent in writing by the parties hereto.

14. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by IDBA and IDBA shall have the right to occupy the space in any manner deemed in the best interest of IDBA.

15. Renter agrees not to distribute nor sell any drinks or t-shirts except by written permission of IDBA.

16. No generators allowed on site w/o advanced permission and arrangements.

17. As this is a family-oriented event, ABSOLUTELY NO ALCOHOL OR TOBACCO PRODUCTS may be sold on the premises during this two-day event. This will be enforced by the Oakland Police Department and Port of Oakland Security Staff.

18. LIABILITY INSURANCE REQUIRED; Vendors renting space must comply with the liability insurance requirements of the IDBA. Vendor must furnish a certificate of insurance or purchase coverage through IDBA. See Attachment A. Insurance purchased through IDBA is subject to \$500/per claim deductible.

19. This agreement is not binding upon IDBA until it has been duly accepted and executed by its authorized representative and the Renter below. A violation of any part of this agreement is a violation of the entire agreement and may result at the discretion of IDBA in the rescission of privileges associated with this agreement.

20. For groups who will be selling items at the Festival, attached a copy of the required permits and license outlined below. *Incomplete applications will not be reviewed.* Please note: State, City and County officials will be on-site to assure compliance.

- State of California Seller's Permit
- City of Oakland Business License
- Alameda County Health Services Department Permit (Food Vendors Only)

PLEASE PRINT LEGIBLY

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Telephone: Day ( ) \_\_\_\_\_ Evening ( ) \_\_\_\_\_

21. RENTOR' Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

22 IDBA Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Incomplete applications will not be reviewed and returned.

A complete application will include the following (as applicable).

- Copy of Signed Renter Agreement
- Check for FULL amount made payable to: International Dragon Boat Association
- Copy of State of California Seller's Permit
- Copy of City of Oakland Business License
- Copy of Certificate of Insurance if not purchased through IDBA)
- Copy of Alameda County Health Services Department Permit (Food Vendors Only)

**THANK YOU FOR YOUR APPLICATION. WE WILL BE IN TOUCH.**