

# 786 Night Market

## Vendor Booth Rental & Participation Agreement

This Vendor Booth Rental & Participation Agreement ("Agreement") is entered into by and between **Cufile LLC**, a California limited liability company ("Organizer"), and the undersigned vendor ("Vendor").

By submitting an application, purchasing a booth, or participating in any 786 Night Market event, Vendor agrees to be bound by this Agreement.

### 1. EVENT & BOOTH SPACE

Organizer agrees to grant Vendor a temporary license to occupy a booth or food truck space ("Booth Space") at a 786 Night Market event ("Event").

Booth details including:

- Booth type
- Approximate size
- Location
- Event date(s)
- Load-in, event hours, and load-out times

will be communicated via the **Vendor Dashboard** and are subject to change at Organizer's discretion.

All booth and food truck locations are **assigned by Organizer**. Vendor acknowledges that booth placement is not guaranteed and may be adjusted before or during the Event for operational, safety, or logistical reasons.

Final booth location will be communicated through the **Vendor Dashboard**, which Vendor agrees to check prior to the Event. Vendor agrees to comply with all placement assignments and understands that refusal to relocate may result in removal without refund.

This Agreement applies to **all current and future events** booked by Vendor unless otherwise stated.

### 2. TERM

The term of this Agreement begins upon Vendor's acceptance and payment and ends upon Vendor's complete load-out and departure from the Event premises.

Organizer reserves the absolute right, at any time and for any reason, to approve, decline, modify, reschedule, or cancel a Vendor's participation, including changing

the event date or moving the Vendor to a different event.

Vendor acknowledges that submission of an application or payment does not guarantee participation on a specific date. Organizer may offer an alternative date at its discretion. No refunds are guaranteed as a result of approval decisions, scheduling changes, or reassignment.

### **3. FEES & PAYMENT**

Vendor agrees to pay all booth fees in full at the time of booking.

- All fees are **non-refundable**
- No refunds for cancellations, no-shows, weather, or violations
- No refunds if Vendor is removed for non-compliance

Failure to pay in full results in forfeiture of booth space.

### **4. PERMITTED USE**

Vendor may use the Booth Space solely for the sale and promotion of **halal food items** approved during application.

Vendor shall not sell:

- Pork or pork-derived products
- Alcohol
- Non-halal meat
- Illegal, unsafe, or prohibited goods

Organizer reserves the right to remove unauthorized items immediately.

### **5. REQUIRED DOCUMENTATION**

Vendor must upload and maintain the following documents in the Vendor Portal prior to the Event:

- Temporary/Mobile Food Facility Permit
- Proof of General Liability Insurance
- Halal Certification

Failure to provide valid documents results in **denial of operation without refund**.

### **6. BOOTH SETUP & SAFETY**

- Tent vendors must provide their own canopy
- All tents **must be properly weighted and secured**

- Vendor is responsible for all equipment, signage, and setup safety

Organizer may require modifications or deny operation for unsafe setups.

## **7. POWER & GENERATORS**

- Electrical power is not guaranteed
- Vendors requiring power must provide a **silent, inverter-style generator**
- Loud or unsafe generators are prohibited

Organizer may deny generator use or remove Vendor for non-compliance without refund.

## **8. LOAD-IN, OPERATION & LOAD-OUT**

Vendor agrees to:

- Follow all load-in, event, and load-out times posted in the Vendor Dashboard
- Operate for the full duration of the Event
- Not break down early without approval

Failure to comply may result in removal or future booking restrictions.

## **9. CLEANING & WASTE**

Vendor is fully responsible for:

- Removing all trash
- Proper grease and waste disposal
- Leaving the Booth Space clean

Failure to do so may result in cleaning charges and denial of future participation.

## **10. Vendor Promotion Requirement**

Vendor agrees to help promote 786 Night Market by posting a minimum of three (3) social media posts referencing the Event prior to or during participation.

Posts may include, but are not limited to:

- Announcements of participation
- Event countdowns
- Day-of posts or stories

Vendor agrees to tag or reference @786nightmarket where applicable. Failure to meet this requirement may impact Vendor's eligibility for future events.

Organizer is not responsible for post performance or reach.

## **11. INSURANCE & ASSUMPTION OF RISK**

Vendor shall maintain general liability insurance covering bodily injury and property damage.

Vendor assumes all risk associated with participation, including but not limited to:

- Injury
- Property loss or theft
- Equipment damage

Organizer is not responsible for Vendor property under any circumstances.

## **11. INDEMNIFICATION**

Vendor agrees to **indemnify, defend, and hold harmless** Organizer (Cufile LLC), its members, officers, employees, agents, contractors, and venue partners from any claims, damages, losses, liabilities, costs, or expenses (including attorneys' fees) arising from Vendor's participation.

## **12. PHOTOGRAPHY & MEDIA RIGHTS**

Vendor grants Organizer an irrevocable, royalty-free, perpetual right to photograph, record, and use Vendor's name, logo, products, booth, and likeness for promotional and marketing purposes.

## **13. FORCE MAJEURE**

Organizer shall not be liable for cancellation or modification of the Event due to circumstances beyond its control, including but not limited to acts of God, weather, government orders, pandemics, power failure, or venue issues.

No refunds are guaranteed in such cases.

## **14. ORGANIZER RIGHTS**

Organizer reserves the right to:

- Reassign booth locations
- Modify layouts for safety or operations
- Remove vendors for violations
- Refuse future participation

## **15. LIMITATION OF LIABILITY**

Organizer's total liability, if any, shall not exceed the booth fee paid by Vendor. Organizer shall not be liable for lost profits, indirect, incidental, or consequential damages.

#### **16. GOVERNING LAW & VENUE**

This Agreement shall be governed by the laws of the **State of California**.

Venue for any dispute shall be **Orange County, California**.

#### **17. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or communications.

#### **18. SEVERABILITY**

If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

#### **19. ELECTRONIC ACCEPTANCE**

Vendor agrees that acceptance via:

- Checkbox
- Online form submission
- Digital signature constitutes a legally binding agreement.

#### **20. CONTACT INFORMATION**

Cufile LLC  
d/b/a 786 Night Market  
700 E Birch Street #9292  
Brea, CA 92821  
Email: [hello@786nightmarket.com](mailto:hello@786nightmarket.com)  
Website: <https://786nightmarket.com>

**To accept this agreement, sign here:**