Sacramento Hmong New Year, Inc.

PO BOX 232118, Sacramento, CA 95823
(916) 665-8029
SHNY.sacramentovendor@gmail.com
www.sacramentohmongnewyear.com

VENDOR AGREEMENT

Rules and Regulations

The following rules and regulations are set forth by Sacramento Hmong New Year, Inc. (SHNY). These rules and regulations are applicable to all vendors, business owners and participants who rent or occupy spaces at the Sacramento Hmong New Year event at Cal Expo. All vendors are to respect and follow police officers, security officers and any SHNY officials. Rules and regulations are to ensure that this festival will be safe, secure and enjoyable for all vendors and attendees.

Please read and initial at the end of each section, indicating you have FULLY read, understood and accept each section of the rules and regulations.

Section I. Vendor Responsibilities and Obligations

- Any vendors selling items that can be eaten, chew or drink, including frozen meats, dry grains, candies or produce:
  - I understand and I must completely read, fill out, turn in my Temporary Food Facility (TFF) and comply with the rules and regulations set on the County's TFF form.
  - I understand that I must comply and pass all County inspections.
  - I understand that there is a free training provided by the County and SHNY, a pre-inspection the day before the event and SHNY recommends us to take advantage of booth days to insure passing inspection.
  - I understand that if I do not pass inspection or pay the re-inspection fee, I will be shut down for the day or entire event without any refund due to my lack of responsibility.
  - I understand that I must have fireproof tent and/or fire retardant tent on the top and on the sides as described in accordance to the Fire Marshal's regulations set forth by the State of California.
- I understand that I must be stationed at my assigned booth and may not extend beyond my booth. If I choose to relocate to another open booth, I must get authorization from SHNY.
- **VENDORS CAUGHT MOVING FROM THEIR ASSIGNED BOOTH TO A DIFFERENT BOOTH LOCATION, WILL BE ESCORTED OUT OF CAL EXPO.**
- I understand that I am responsible to obtain any necessary insurance to cover myself, my staff, customers, properties and any issues that may occur in or around my vendor space at the event. SHNY will require proof of insurance prior to any vendors being able to operate during the SHNY festival.
- I understand that I am responsible for obtaining any licenses or permits required by the County in order to conduct normal business.
- I understand that I will not hold SHNY or Cal Expo responsible for any damages that may occur to me, my staff, customers, properties and any issues that may occur in or around my vendor space at the event regardless of fault.
- I understand by signing and initialing this agreement, I waive my right to sue SHNY, coordinator(s) of SHNY and Cal Expo for any incident that may occur during the event.
- SHNY does not guarantee vendor sales. SHNY Will not be held liable for any conflict, arbitration, and/or legal action that may arise from this matter.
- **Vendors who instigate any conflict that may pose harm or halt the enjoyment of the Sacramento Hmong New Year festival will be immediately terminated and removed from the event without further obligation or refund and may be subject to punitive damages caused by such actions.**
- _____ Initial here indicating I have fully read, understood and accepts the Vendor responsibilities and obligations.

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Section II. Payments

- Preferable payment is Money Order or Cashier Check.
- Please make payment payable to: **Sacramento Hmong New Year**
- Mail application and payment to: **PO Box 232118, Sacramento, CA 95823**
- **No Personal Check.** They may be returned and you may lose your reservation. All vendors must pay the remaining balance by **October 15, 2017**. Any vendor with a balance after October 15, 2017 will risk the loss of their reservation and will be subject to relocation.
- Vendors who made their payment in FULL or before **October 15, 2017**, will secure their reservation.
- **ALL VENDORS ARE AWARE THAT THERE IS NO REFUND ON OR ANY DEPOSIT REGARDLESS OF SICKNESS, DEATH, NATURAL DISASTERS, FAILING INSPECTIONS, OR ANY OTHER UNEXPECTED EVENT THAT MAY OCCUR. THE EVENT IS HELD RAIN OR SHINE. THERE IS NO REFUND DUE TO INCLEMENT WEATHER.**
- There is no single day rentals. All spaces are rented for the duration of the event.
- _____ Initial here indicating I have fully read, understood and accepts the Vendor responsibilities and obligations.

Section III. Vendor Entry and Badges

- VENDOR is allowed to enter the premises of the event fairground with a valid parking pass issued by SHNY.
- VENDOR vehicle(s) without a valid parking pass will not be allowed to enter the event. VENDOR vehicles are not allowed to enter the vending area after 8:00 AM.
- VENDOR must move all vehicles from the vending area to their designated parking area by 8:00 AM.
- VENDOR shall at all times, display their parking pass on the dash board of their vehicle. Any vehicle not displaying their parking pass will be cited and towed at owner's expenses.
- **No sleeping overnight at the event.**
- If you lose or misplaced your vendor entrance/parking tickets, or are stolen, it can be purchase at the regular admission price. You will not be reimbursed.
- It is the vendor's responsibility to let their staff know that they must wear their badges at all times, especially when going in and out of the event.
- _____ Initial here indicating I have fully read, understood and accepts the Vendor responsibilities and obligations.

Section IV. Electricity/Power/Tents

- SHNY will provide electricity to all Food/Merchant booths.
- SHNY will not provide tents for any vendors. Any cooking tents, tents in general, table or chairs are the vendor's sole responsibility.
- **ALL VENDORS' TENTS MUST BE FIRE PROOF AND FIRE RETARDANT ON THE TOP AND ON THE SIDES** as described and in accordance to the Fire Marshal's regulations set forth by the State of California.
- There will be no generator allowed.
- _____ Initial here indicating I have fully read, understood and accepts the Vendor responsibilities and obligations.

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Section V. Audio and Video

- Refer to Sacramento County Code, Title 6 Health and Sanitation, Chapter 6.68 Noise Control web link below for more information.
  http://qcode.us/codes/sacramentocounty/view.php?topic=6-6_68&frames=off
- **Noise amplification equipment is not allowed unless approved by SHNY in advance.**
- Speakers are required to be set back a minimum of 6 feet behind the front of the line marked. Vendors who violate this policy will be warned. After 3 incidents, if the vendor disregard the warning, SHNY has the right to turn over the vendor to the event security/police to close down the vendor's booth. There will be no refund.
- _____ Initial here indicating I have fully read, understood and accepts the Vendor responsibilities and obligations.

Section VI. Non-Profit, Small Business & Student/Schools

- No loud noises or music allowed.
- No money transaction or sales are allowed.
- No selling any commodity, food and/or beverages of any kind.
- If you do not have a 501(C)3, you are not considered a non-profit.
- **Non-Profit** organizations with an attached copy of their 501(c)3 will receive up to a maximum of one booth. Notwithstanding, they will receive admission passes and parking in accordance to the non-profit application.
- **Student/Schools** that wants to participate should fill out the application process and submit a proposal on school letterhead on why their school should be selected to participate at the Sacramento Hmong New Year. For example…what can their school do to benefit the community, show how they plan on explaining their program to the community and etc. The proposal should be submitted before October 15th to the Vendor Chair. If selected, the Vendor Chair will contact the student.
- **Student/Schools/Non-Profits are not permitted to engage in the transaction of goods and services.**
- **Small Business** should only be marketing and promoting their business only.
- _____ Initial here indicating I have fully read, understood and accepts the Vendor responsibilities and obligations.

Section VI. Food

- SHNY will not be responsible for food pricing regulations.
- There will be no food pricing regulations.
- Vendor shall not sell or make available for purchases any items which are not food or beverage item. **No can/glass drinks are allowed to be sold during the event or be allowed on the premises.**
- **Coca-Cola product should be sold only during the event. Selling non Coca-Cola product will be subject for removal. See the following link to all Coca-Cola related products.**
  Http://www.coca-colacompany.com/brands/all/

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Section VI. Food (Continued)

- All grilling or cooking will be in the back of the tent and at least 15 feet away from the structure. NO EXCEPTION.
- **All food vendors must have a Class-K fire extinguisher.**
- **ALL VENDORS' TENTS MUST BE FIRE PROOF AND FIRE RETARDANT ON THE TOP AND ON THE SIDEB** as described and in accordance to the Fire Marshall's regulations set forth by the State of California.
- Knives or other sharp objects must be securely locked and stored away from passerby when not in use. Any vendor who brings such objects to the events will be solely and totally responsible for this tool in the case it is used as weapon against someone.
- Vendors are liable for the entire product they sell. Vendors are encouraged to report any problem that occurs during the event to the SHNY security staff.
- Vendors who sell sugarcane must chop them into small pieces and sell it in a bag only. Uncut sugarcanes should be secured and stored beyond reach of passerby.
- _____ Initial here indicating I have fully read, understood and accepts the Vendor responsibilities and obligations.

Section VII. Restrictions and Miscellaneous

- **No selling of any plastic or wooden gun. Any vendors found selling or displaying such items will be confiscated and vendors will not be reimbursed for such loss or items confiscated.**
- **No selling of any knives including but not limited to cooking, hunting, traditional knives, etc**
- Food vendors who bring knives or other sharp objects must be kept away from bystanders. Any harm that comes with their object using as a weapon will be the vendor's fault due to their negligence.
- No gambling, selling or consuming or alcohol, tobacco, illegal drugs, contrabands, or other illegal products at the event.
- No personal heaters allowed on the premises.
- No stalking allowed.
- Vendors who damage any ground properties will be fined and/or removed from the event.
- **Cleaning fee is $100.00; no money deposit is required but VENDOR must property clean their area. A cleaning fee would be assessed for vendors who do not clean their space.**
- SHNY does not guarantee vendor sales. Attendance is projected and based on previous year attendance. It is an estimate only.
- SHNY reserves the right to make any changes without notification. We also reserve the rights to refuse services to anyone without any cause. It is the vendors' responsibility to check for any updates and changes that SHNY may have done.
- **The person applying for the booth MUST be the same person signing the Vendor Agreement. The person must submit the copy of their current state driver's ID.**
- Initial here indicating I have fully read, understood and accepts the Vendor responsibilities and obligations.

I_____**(Print Vendor Full Name)** operating the following booth name_____have read and fully understand the entire terms and conditions of this agreement contract. I agree to abide by and follow SHNY Vendor Agreement. If I violate any of the above terms and conditions, SHNY has the right to terminate me from the event without further obligation or refunds and I may be subject to punitive damages caused by my actions.

Vendor Signature X_____Date: _____