

Notes and Definitions

1. Sacramento Hmong New Year, Inc (SHNY), as used herein, shall be referred to and include directors, officers, agents and duly appointed volunteers, if any.
2. Vendors as use herein shall refer to and include any agents of the vendors.
3. All vendors are required to complete an application with information including business name, owner's full name, current address, phone numbers and e-mail.
4. Spaces must be paid in full during submission application to reserve the right for space. There will be a \$50.00 late fee for all application or payment after November 12th.
5. There will be no refund after 30 days of receiving and/or executing of this application or agreement.
6. Vendors who fail inspection from County of Sac. Environment Health and Fire Department shall not be refunded for space fee & inspection fee. Additional \$150 fees will be charged for re-inspection each time to the vendor who failed the inspection and/or late. Fee must be paid upfront in full, if failed inspection or late.
7. All event vendors are liable for their own interests, personal safety, property belongings and their customers. Sacramento Hmong New Year will not be liable for any loss or damage to vendors' properties, success or failure, or belongings during the event.
8. All non-food sections, such as audio/video/merchant/business display/non-profit/sponsors, etc.. are prohibited from selling food, papaya salad (somtum), noodle soups and/or drinks in his/her booth.
9. Non-profit Org will be charge \$150 per booth. If a second booth is purchased by the same non-profit org. and does not require additional passes for entrance/helper will receive the second booth for \$75. If the second booth requires additional passes, the second booth will be sold at regular non-profit fee of \$150. No money transition or sales are allowed in the non-profit booth section. Also the non-profit org. is responsible for providing their own tables, chairs, canopy, and etc if needed. 2 free admissions, 1 free parking allowable for non-profit section and private sectors/business located as indicated on plan.
10. Non-profit organization must have business 501c(3). You will be asked to provide that number on the application.
11. Private sectors or business displays is \$150 per booth. If a second booth is purchased by the same private sector/business and does not require additional passes for entrance/helper will receive the second booth for \$75. If the second booth requires additional passes, the second booth will be sold at the regular private sectors/business fee of \$150. No money transition or sales are allowed in the private sector/business booth section. Also the private sector/business is responsible for providing their own tables, chairs, canopy, and etc if needed. 2 free admissions, 1 free parking allowable for non-profit section and private sectors/business located as indicated on plan.
12. As required by fire marshal and safety department, all food & churros vendors must provide his/her own fire extinguisher at their own expense.
13. Cleaning fee is \$100.00; no money deposit req'd but vendor must properly sanitize and clean their area. A cleaning fee would be assessed for vendors who do clean their space.
14. Vendors and/or products shall conform and in accordance with SHNY policy. Where inconsistencies exist, the latest edition or version shall take precedence.
15. Vendors who fail to pay their booth fee in-full by the due date of the application will loose booth privileges and may be sold to other vendors.

Terms and Conditions

1. All vendors must pay in full amount at the time of application is submitted for space to be reserved. Space and fee will be determined by SHNY staffs on a year to year basis. Corner lots will have additional charges than regular lots. Corner lots will have two opening sides.
2. Vendors are prohibited from sale or consumption of alcohol, tobacco, illegal drugs, contrabands, or other illegal products at the event
3. Vendors are prohibited from gambling at the event.
4. It is the sole responsibility of the vendors to obtain all licenses and permits required by any law, regulations, or ordinances necessary to sell food and beverage items.
5. All vendors must be stationed at their designated booth or space; no vendor will be permitted to relocate and/or extend beyond their assigned area without authorization from SHNY.
6. All audio/video speakers are required setback at a min of 6ft-10ft behind the front line marked or counter. Vendors are prohibited from playing CD, cassette and/or movies speakers louder than 10 feet beyond their booth; vendors who violate this policy will be warned. After three incidences, if he or she disregards the warnings, the marketing department has the right to turn over the vendors to the event security or police to close his/ her booth from the New Year event. **Vendors who**

fail to comply will risk losing their vending privileges for the rest of the event and no refund will be issued.

7. Vendors and their workers are allowed to enter the premises of event fairground with valid parking pass issued by SHNY. Vendor vehicles are not allowed to enter the vending area after 8:00am for loading and unloading purpose. Vendors must move all vehicles from the vending area to the parking area by 8:00am before main entrance can be allowed to open for the general public to enter the event.
8. Vendors are not allowed to park their vehicles on the premises of the event fairground after 8:00 pm. Vehicle parks at the premises will be cited and towed away at owner's expense.
9. Vehicle parks in designated areas and/or with no valid parking permit will be cited and towed away at owner's expense.
10. Vendor shall at all times display his/ her parking permit in a conspicuous place on his or her vehicle. Any vehicle not displaying the furnished parking permit will be cited and towed at owners' expense.
11. Sleeping on the premises of the event fairground is prohibited. The event fairground and Sacramento Hmong New Year, Inc. are not liable for any injury or death for those who failed to comply.
12. Vendors shall not transfer or assign the rights and obligation under this agreement without prior written authorization from SHNY to others who do not have a contract with SHNY for this event.
13. Any vendor vehicle without a valid entry permit will not be allowed to enter the event.
14. Food vendor shall not sell or make available for purchase any item which is not a food or beverage item. ***No can/glass drinks are allowed to be sold during the event, or be allowed on the premises.***
15. Food vendors are required to attend health department workshop regarding food safety and also learn how to obtain health department safety certificate for selling food at the event.
16. SHNY is not responsible for any damages, lost or stolen property. SHNY is not liable for any unsafe food or drink sold during this event. Vendor(s) are liable for all the products they sell.
17. Vendors are required to provide at his/her own cost of any equipment necessary to maintain and operate on his/her own booth. SHNY is not obligated to provide electric power or equipment such generator and etc. to any vendors at the event.
18. Vendors shall maintain his/her own health insurance and automobile and liability insurance for their own employee, staff, and/or agent for the duration of this New Year event.
19. Vendors who wish to sell food, churros, produces (or fruits), sugarcane, or tea must pay a fee to obtain a county permit. Permit Fee may vary from year to year.
20. Vendors who wish to sell sugarcane cautioned about uncut canes should not be readily available to passerby. All sugarcanes should be secured and stored beyond reach of passerby. Vendors shall be liable for any accidents cause as a result of negligence such as a gang member grabbing a cane to use as weaponry.
21. All 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 fairground will be solely and totally responsible for this tool in the case it is used as a weapon against someone else.
22. Plastic toy guns and wood guns alike are not allowed to be sold at the event.
23. Vendor shall at all times display his/ her parking permit in a conspicuous place on his or her vehicle. Any vehicle not displaying the furnished parking permit will be cited and towed at owners' expense.
24. Vendor shall at all times display or hang his/her vending permit and booth number at their booth.
25. If you lost, misplace, or your vendor entrance/parking tickets are stolen, it can be purchase at the regular admission price.
26. Vendors are required to comply with all federal, state, and local laws, regulations, and ordinances.
27. In addition to the state, federal, and local laws, all vendors and his/her agents must conduct in accordance with all rules and regulation or terms and conditions made by SHNY.
28. Violation of any of the above terms and conditions may subject vendors or agents to prosecution, fine, and sanction by the proper authorities. In addition, SHNY reserves the right to reprimand and/or terminate this agreement where vendors or his/her agents have violated one or more of the above notes, terms/conditions and/or any law, regulation or ordinances.
29. Vendors are encouraged to report any problems that occur during event to the SHNY security staffs and/or to the security officers at the event.
30. Vendors hereby agrees to hold harmless and indemnify SHNY and the event fairground, its employees, officers, directors, agents, affiliate of any demand, or suit arising out of, relating to or connected with any act or omissions on the part of the vendor or his agents, this agreement and any demands, claims or suits is governed by applicable laws.

31. This agreement constitutes the entire agreement of the parties. Any modification to this agreement shall be written and sign by both parties.
32. The Sacramento Hmong New Year prohibits discrimination against anyone based on race, gender, color, national origin, religion, political parties, sex, age, or disability.
33. This agreement is in effect and binding only during the Sacramento Hmong New Year.

*****Please do not forget to turn in your Temporary Food Facility Form. A copy of the form should be attached to your application. If a TFF is needed, you can go online at Sacramentohmongnewyear.com and download and print a copy to attach with your application.***

A TFF is required if you are selling any food items, such as candies, pickles, BBQ, sugar cane/produce, drinks and etc.