



Sacramento Hmong New Year, Inc.

(Celebrating the Tradition, Preserving the Culture)

SHNY, Inc.

PO BOX 232118
SACRAMENTO, CA 95823

OFFICERS

Dr Benjamin Herr
President

Chong Chue Thao
Vice President

Chue Hang
Secretary

Cheng Kue
Treasurer

Brian Lao
Asst. Treasurer

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Fang, Dr. Ko
Hue, Xue
Kong, La sue
Lee, Thomas
Moua, Tou Z
Phang, Chue Tou
Vang, Yer
Xiong, Tommy
Yang, John

ADVISORS

Yang, Lee
Chair

Xiong, Vaming
Vice Chair

Her, Thomas
Secretary

Bhe, Tom
Fang, Lance
Hang, Nhia
Kue, Judith
Lao, Boua Seng
Vang, Aaron
Vue, Chukou

TO: All Vendors

RE: Sacramento Hmong New Year Vendors for 2011-2012

Event Time: Nov 24 to Nov 27, 2011

**Location: Cal Expo 1600 Exposition Blvd
Sacramento, CA 95815**

Sacramento Hmong New Year Inc. would like thank you for taking interest in participating in our annual Sacramento Hmong New Year. We want to take this opportunity to express our sincerest appreciation for your contribution. It is through the support of individuals and corporate representatives like you, that we are able to continue to strengthen our programs and develop new innovations to help our community.

Enclosed is Sacramento Hmong New Year's vendor application package for the 2011-2012 Event.

Previous year Vendors may put down 25% deposit to secure their space. There is no refund on deposit. Vendor must contact their sales representative to make an arrangement to complete the payment before October 31st. If full payment is not received by October 31st, SHNY reserve the right to sell your spot to another vendor without refunding any deposits made.

ALL NEW VENDORS may begin to submit their applications on September 1st with payment in full. Below are some new changes this year.

1. Reminder for ALL VENDORS selling any items that can be eaten or drink, including produces and frozen sausages, you must complete and attach the Temporary Food Facility Form (TFF) with your application. This is required from the County.
2. **This year we will have PHOTO ID BADGES for all VENDORS.** A photo with your name and booth number written on the back must be attached to your application. Photos will not be return. If your photo ID badge is lost, stolen or missing, a replacement may be purchase at \$50.00.
3. **This year for ALL FOOD VENDORS, cooking will be moved to the back of your tent.** There is to be NO COOKING IN THE FRONT of your tent.



4. **NO PERSONAL HEATER IS ALLOWED ON THE PREMISES.**



For Food Vendors	Chue Tou Phang	Call (916) 236-8103
For Audio/Video Vendors	Thomas Lee	Call (530) 517-0853
For Merchant Vendors	Chue Tou Phang	Call (916) 236-8103
For Non-Profit/Herbal/Business	Brian Lao	Call (916) 236-8649
For General Information		Call (916) 821-4576

**Phone number will subject to change without notification; please check online at SacramentoHmongNewYear.com for any updates and changes.*



Date & Time for Booth Setup for All Vendors:

9:00am -7:00pm on Monday, November 21st to Wednesday November 23rd for all vendors.

- **Food Vendors and any other vendors that require a County Permit to operate your booth:** It is required to completely setup your booth on Tuesday, November 22nd. County permit inspectors will come to do the pre-inspection on Wednesday, November 23rd. Inspection day will be on Thursday November 24th and those that pass will receive their permit. Additional late fee and re-inspection fee will be charge if you fail. It is very important to pass. Please come prepare and setup your booth per site plan that you had layout on your TFF.
- **Gate 12:** will be open for all vendors to enter into Cal Expo Fairground to setup your booth from 9:00am to 7:00pm on Monday, November 21st thru Wednesday, November 23rd only.
- **Tunnel Gate:** will be open on Thursday, November 24th thru Sunday, November 27th.
Morning: Open from 4:00am to 7:00am for vendors to load and unload.
Evening: Open from 4:30pm to 7:00pm for vendors to load and unload.
 - ❖ All vehicles must be clear from the vending area before 8:00am and park in their designated vendor parking.
 - ❖ There is no in/out in the vending area from 8:00am to 4:30pm. All vehicles must be clear from Cal Expo at 6:30pm.
- **Main Gate:** will be open for the general public from 8:00am to 3:00pm from Thursday, November 24th thru Sunday, November 27th.

Make your Money Order or Cashier Check payable to:

**Sacramento Hmong New Year Inc. or SHNY
P.O. Box 232118
Sacramento, Ca 95823**

Sincerely,

Chue Tou Phang
Vendor Chairman, Sacramento Hmong New Year Inc. 2011-2012



Sacramento Hmong New Year Inc General Vendor Agreement

This VENDOR AGREEMENT (this “**Agreement**”) is made as of November 24th, 2011, (the “**Effective Date**”) by and between _____ (hereinafter referred to as “**VENDOR**”), and Sacramento Hmong New Year, Inc., a non-profit organization, its Officers, Boards, agents, employees or any person or persons under its direction or control (collectively herein referred to as “**SHNY**”).

Please read and initial by each number indicating that you have read and understood the VENDOR AGREEMENT.

Section I. Vendor Responsibilities and Obligations

_____ **Section 1.2** VENDOR is liable for their own interests, personal safety, property belongings and their customers. SHNY will not be liable for any loss or damage to VENDOR properties, success or failure, or belongings during the event.

_____ **Section 1.3** Cleaning fee is \$100.00; no money deposit required but VENDOR must properly sanitized and clean their area. A cleaning fee would be assessed for vendors who do not clean their space.

_____ **Section 1.4** VENDOR is prohibited from gambling, selling or consuming of alcohol, tobacco, illegal drugs, contrabands, or other illegal products at the event.

_____ **Section 1.5** Sleeping on the premises of the event fairground is prohibited. The event fairground and SHNY are not liable for any injury or death for those who failed to comply.

_____ **Section 1.6** ***COCA-COLA PRODUCT ONLY CAN BE SOLD DURING THE EVENT***

_____ **Section 1.7** No personal heater is allowed on the premises.

_____ **Section 1.8** It is the sole responsibility of the VENDOR to obtain all licenses and permits required by any law, regulations, or ordinances necessary to sell food and beverage items.

_____ **Section 1.9** VENDOR shall maintain their own health insurance, automobile, and liability insurance for their own employee for the duration of this New Year event.

_____ **Section 1.10** Plastic toy guns and wood guns alike are not allowed to be sold at the event. SHNY is no liable for the VENDORS loss of property if Cal Expo security/police take away the toy guns. VENDOR is responsible to retrieve their items from Cal Expo security/police.

_____ **Section 1.11** VENDOR shall not cause anything to be done whereby the fairground shall be damage. Damages to the fairground as a result of VENDOR negligence shall be the sole responsibility of such vendor.

_____ **Section 1.12** VENDOR is required to comply with all federal, state, and local laws, regulations, and ordinances.

_____ **Section 1.13** In addition to the state, federal, and local laws, VENDOR and their agents must conduct in accordance with all rules and terms made by SHNY.

Sacramento Hmong New Year Inc General Vendor Agreement

Section II. Vendor Entry and Badges

_____ **Section 2.1** VENDOR is allowed to enter the premises of event fairground with valid parking pass issued by SHNY. VENDOR vehicles without a valid entry permit will not be allowed to enter the event. VENDOR vehicles are not allowed to enter the vending area after 8:00am. VENDOR must move all vehicles from the vending area to the parking area by 8:00am.

_____ **Section 2.2** VENDOR shall at all times display their parking permit in a conspicuous place on their vehicle. Any vehicle not displaying the furnished parking permit will be cited and towed at owners' expense.

_____ **Section 2.3** All VENDORS must display their photo ID badges at all times. A photo with the name written on the back must be submitted with your application. Photos will not be return. \$50 to replace any lost, stolen, or missing badges.

Section III. Payment

_____ **Section 3.1** Previous year Vendors may put down 25% deposit to secure their space. There is no refund on deposit. Vendor must contact their sales representative to make arrangement to complete the payment before October 31st. If full payment is not received by October 31st, SHNY reserve the right to sell your spot to another vendor without refunding any deposits made.

_____ **Section 3.2** There will be NO REFUND of any payment.

Section IV. General Requirements

_____ **Section 4.1** SHNY is not liable for any unsafe food or drink sold during this event. Vendor(s) are liable for all the products they sell. 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.

_____ **Section 4.2** VENDOR 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 their agents, this agreement and any demands, claims or suits is governed by applicable laws.

_____ **Section 4.3** Violation of any of the above terms and conditions may subject to prosecution, fine, and sanction by the proper authorities. In addition, SHNY reserves the right to reprimand and terminate this agreement where vendors or their agents have violated one or more of the above notes, terms/conditions and any law, regulation or ordinances.

_____ **Section 4.4** VENDOR who is found to transport and conceal staff, weapons, or objects into the New Year intended to cause harm or incite unlawful behavior will be subjected to laws and regulations as set forth by Cal Expo or local authorities.

_____ **Section 4.5** SHNY prohibits discrimination against anyone based on race, gender, color, national origin, religion, political parties, sex, age, or disability.

**Sacramento Hmong New Year Inc
General Vendor Agreement**

_____ **Section 4.6** The VENDOR AGREEMENT, together with all applicable Appendices, constitutes the entire understanding of the Parties with respect to the subject matter.

Section V. Term of Vendor Agreement

_____ **Section 5.1** This Vendor Agreement shall commence on the Effective Date and continue to midnight on the last day of the Sacramento Hmong New Year.

I, _____ (vendor 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 seek punitive damages caused by Vendor's actions.

Vendor Signature

Print Name

Date

Make your cashier check or money order pay to:
Sacramento Hmong New Year Inc. or SHNY

Mail your application to:
SHNY
PO BOX 232118
Sacramento, CA 95820

General Phone 916-821-4576

**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.*

TFF is required if you are selling any food that can be eaten or drinks.

Sacramento Hmong New Year Inc.
Merchant, Herbal & Section B Miscellaneous Vendor Agreement

This MERCHANT/SECTION B MISCELLANEOUS VENDOR AGREEMENT (this “Agreement”) is made as of November 24th, 2011, (the “Effective Date”) by and between _____ (hereinafter referred to as “VENDOR”), and Sacramento Hmong New Year, Inc., a non-profit organization, its Officers, Boards, agents, employees or any person or persons under its direction or control (collectively herein referred to as “SHNY”).

Please read and initial by each number indicating that you have read and understood the VENDOR AGREEMENT

Section I. Merchant and Section B Miscellaneous Vendor Responsibilities and Obligations

_____ **Section 1.1** SHNY will not provide power or a generator for any Merchant or Section B Misc. Vendors. Vendor must provide their own power generator. Vendors are not allowed to use any of the Audio outlets or any outlets on Cal Expo.

_____ **Section 1.2** VENDOR must be stationed at their designated booth. No VENDOR will be permitted to relocate and extend beyond their assigned area without authorization from SHNY.

_____ **Section 1.3** VENDORS who wish to sell snacks such as churros, nachos, candies, produces (fruits/vegetables), sugarcane, frozen sausages or tea/drinks, and etc. must complete and attach a Temporary Food Facility Form and pay a low risk fee. County Health pre-inspection is Wednesday before the Event. VENDORS know that if they do not pass the County inspection they may be shut down until they pass inspection. VENDOR who fails inspection shall not be refunded for space fee and inspection fee. An additional \$150 in fees will be charged for re-inspection each time to for the vendor who failed the inspection or is late. Food Vendors are aware they should attend the Health Department Workshop regarding food safety and also learn to obtain the Health Department Safety Certificate for selling food at the Event.

_____ **Section 1.4** VENDORS who wishes to sell sugarcane is cautioned about uncut canes. It should not be readily available to passerby. All sugarcanes should be secured and stored beyond reach of passerby. VENDOR shall be liable for any incidents caused as a result of negligence, such as a gang member grabbing a cane to use as weaponry.

_____ **Section 1.5** All knives or other sharp objects must be securely locked and stored away from passerby when not in used. 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.

_____ **Section 1.6** Plastic toys guns and wood guns alike are not allowed to sell at the Event. SHNY is not liable for the VENDORS loss of property if Cal Expo security/police take

Sacramento Hmong New Year Inc.
Merchant, Herbal & Section B Miscellaneous Vendor Agreement

away the toy guns. VENDOR is responsible to retrieve their items from Cal Expo security/police.

_____ **Section 1.7** No personal heaters are allowed on the premises.

_____ **Section 1.8** Any overflow Audio/Video Vendor located in Section B must complete an Audio/Video Vendor agreement form and attach it to the application. Those rules shall apply to these vendors.

Section II. Term of Merchant & Section B Miscellaneous Vendor Agreement

Violation of any of the above terms and conditions may subject to prosecution, fine, and sanction by the proper authorities. In addition, SHNY reserves the right to reprimand and terminate this agreement where vendors or their agents have violated one or more of the above notes, terms/conditions and any law, regulation or ordinances.

This Vendor Agreement shall commence on the Effective Date and continue to midnight on the last day of the Sacramento Hmong New Year.

I, _____ (vendor 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 seek punitive damages caused by Vendor's actions.

Vendor Signature

Print Name

Date

**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.*

TFF is required if you are selling any food that can be eaten or drinks.



SACRAMENTO HMONG NEW YEAR INC
 PO BOX 232118, Sacramento, Ca 95823
 Phone (916)821-4576 Fax (916) 244-7110

AUDIO/MERCHANT/HERBAL VENDOR APPLICATION	Booth# _____
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Business Name _____
 Owner's Name _____
 Address _____
 Phone () _____ - _____ Cell () _____ - _____ Email _____

Select all that applies: Photos Boba Tea/drinks Churros/snack Toys Produce

Cash Cashier Check Money Order (A) Audio/Video (M) Merchant (B) Herbal
Booth Fee, select from below **Low Risk Fee \$ 67.00 (For any above Vendor selling drinks/eating items)**

<p>(A) Audio/Video (includes electricity)</p> <p><input type="checkbox"/> Corner \$475.00 Quantity _____</p> <p><input type="checkbox"/> Regular \$375.00 Quantity _____</p> <p><input type="checkbox"/> A46-A74 has no power and will be sold at \$325.00 Quantity _____</p> <p><input type="checkbox"/> Corner with no power will be sold at \$425.00 Quantity _____</p>	<p>(M) Merchant and (B) Herbal (electricity not included)</p> <p><input type="checkbox"/> Corner \$425.00 Quantity _____</p> <p><input type="checkbox"/> Regular \$325.00 Quantity _____</p> <p style="color: red;">TFF is required for Low Risk Applicant</p>	<p>Total Booth Fee \$ _____</p> <p>Paid \$ _____</p>
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SHNY USE ONLY Verify by _____ Date _____ Note: _____

Parking and Entrance Passes for Audio/Video/Merchant/Herbal Vendors

- For 1 Booth: 1 Parking Pass and 3 Photo ID Badges per day
- For 1 Booth the size of the booth is 10x20

If more than 1 booth, multiply your quantity for all badges and size

Vehicle Information

Year	Make	Model	Color	License Plate No.
1.				
2.				

Name of Individual Working in Your Booth (submit Photo w/name written on back -SHNY will not return photo)

1.	3.	5.
2.	4.	6.

By signing this agreement contract, I understand and agree to the terms and conditions in good faith and in accordance with the applicable laws. This contract is hereby entered into between Sacramento Hmong New Year Inc (SHNY) and hereinafter, said "vendor", in the city of Sacramento and the state of California. In witness whereof, the parties hereto have executed this agreement the day and year signed below.

X _____ Vendor's Signature	X _____ Print Vendor's Name	X _____ Date
X _____ SHNY's Signature	X _____ SHNY Print Name	X _____ Date



