



## Sacramento Hmong New Year, Inc.

PO BOX 232118, Sacramento, CA 95823

(916) 837-0234

[www.sacramentohtmongnewyear.com](http://www.sacramentohtmongnewyear.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 I must completely read, fill out, turn in my Temporary Food Facility Form (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 inspection.
  - 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 on the day off.
  - I understand that if I do not pass inspection by the County I will have to pay a re-inspection fee upfront on the 2<sup>nd</sup> inspection and subsequent inspections.
  - 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 fire proof tent and/or fire retardant tent on the top and on the sides as described and in accordance to the Fire Marshall'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.
- I understand that I am responsible and must 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 permit 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 rights to sue SHNY, coordinator(s) of SHNY and Cal Expo for any incident that may occur during the Event.
- **\_\_\_\_\_ 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 pay to: **Sacramento Hmong New Year Inc.**
- Mail application and payment to **PO Box 232118, Sacramento, CA 95823**
- **No personal check.** They may be return and you may lose your reservation. Returning vendors who have already made a deposit must pay the remaining balance by October 1<sup>st</sup>. Any vendors with a balance after October 2<sup>nd</sup> will risk the loss of their reservation and will be subject to relocation.
- Vendors who made their payment in full by or before October 2<sup>nd</sup> will secure their reservation.
- **All vendors are aware there is no refund on 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 are no refunds due to inclement weather.**
- There are no single day rentals. All space is rented for the duration of the Event.
- \_\_\_\_\_ **Initial here indicating I have fully read, understood, and accepts the Payments.**

#### 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 8:00am.
- VENDOR must move all vehicles from the vending area to the parking area by 8:00am.
- 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 owners' expense.
- No sleeping overnight at the Event.
- If you lose or misplace 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 Entry and Badges.**

#### Section IV. Electricity/Power/Tents

- SHNY will provide electricity to the Audio and Food Section only.
- Merchant, Section B, Non-Profit/Small Business and some of the Audio, SHNY will not supply power. It is the responsibility of those vendors to bring their own source of power.
- 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' tent must be fire proof and fire retardant on the top and on the sides** as described and in accordance to the Fire Marshall'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 Electricity/Power/Tents.**



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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](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 set back a minimum of 6ft behind the front of the line marked. Vendors who violate this policy will be warned. After 3 incidences, if the vendor disregards 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.**
- SHNY will provide power to Audio/Video and Food Section with the exception of booth A46 –A74 which is listed on the Audio application.
- \_\_\_\_\_ **Initial here indicating I have fully read, understood, and accepts the Audio and Video.**

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

- No loud noises or music allowed.
- No money transactions or sales are allowed
- No selling any food or beverage of any kind.
- If you do not have a 501(c)3, you are consider not a non-profit.
- **Non Profit** organizations with an attach copy of their 501(c)3 will receive up to maximum of two (2) booths where the first booth fee is waived. Non-profit will only be allowed to set up before the event from Tuesday through Wednesday. After Wednesday, if set up is still required, they will wait until general admission opens and bring their items through general admission.
- **Non Profit** will not have free entries or parking passes. Non Profit is aware that in receiving their free booth, they will be responsible for purchasing their own admission and parking. Notwithstanding, if a non-profit purchases their booth, they will receive admission passes and parking in accordance to the non-profit application.
- **Students/Schools** that wants to participate as a vendor during the Event is limited to 5 schools. Students should fill out the application process and submit a proposal 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 November 15<sup>th</sup> to the Chair Vendor. If selected, the Chair Vendor will contact the Student.
- **Students/Schools are not permitted to engage in the transaction of goods and services without a written consent from SHNY.**
- **Small Business** should only be for marketing and or promoting their business only.
- \_\_\_\_\_ **Initial here indicating I have fully read, understood, and accepts the Non Profit, Small Business & Students.**



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#### Section VII. Food

- Vendor shall not sell or make available for purchases any items which are not a 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/>
- **All grilling or cooking will be in the back of the tent and at least 15 feet from the structure. No exceptions.**
- **All food vendors must have a class K fire extinguisher.**
- **All vendors' tent must be fire proof and fire retardant on the top and on the sides** 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 Event will be solely and totally responsible for this tool in the case it is used as a 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 passersby.
- **\_\_\_\_\_ Initial here indicating I have fully read, understood, and accepts the Food.**

#### Section VIII . 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.**
- Vendors who bring knives or other sharp objects must keep them away from bystanders. Any harm that comes with their object using as a weapon will be the vendors fault due to their negligence.
- No gambling, selling or consuming of alcohol, tobacco, illegal drugs, contrabands, or other illegal products at the event.
- No personal heaters allowed on the premises.
- No staking allowed.
- Vendors who damage the properties will be fined and/or removed from the Event.
- **Cleaning fee is \$100.00; no money deposit required but VENDOR must properly 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 a copy of their current State or Driver's ID.**
- **\_\_\_\_\_ Initial here indicating I have fully read, understood, and accepts the Restrictions and Miscellaneous.**



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I \_\_\_\_\_ (**Print Vendor Full Name**) have read and fully understand the entire terms and conditions of this agreement contract (VENDOR AGREEMENT). I agree to abide by and follow the 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 X \_\_\_\_\_ Date \_\_\_\_\_