



▶ **GENERAL VENDOR** ◀

POLICIES AND REGULATIONS AGREEMENT

ض Hmong Int'l New Year ♦ Fresno, California ض

BOOTH NUMBER(S): _____

Parties:



This Policies and Regulations Agreement (“AGREEMENT”) is hereby entered into between Hmong International New Year, Inc., (hereinafter “HINY”) and _____ (hereinafter “Vendor”) on this _____ day of _____, 201____, in the City and County of Fresno.
(Vendor Name)

Definitions:

1. “HINY” as used herein, shall refer to and include directors, officers, agents, and duly appointed volunteers of HINY.
2. “VENDOR” s as used herein, shall refer to and include all agents and employees of the vendor.
3. “General Items” as used herein, shall refer to and include arts and crafts, video/audio, clothing and other non-food items.
4. “Agreement” as used herein shall refer to the terms and conditions described herein as a binding contract and responsibilities between the Vendor and HINY.

Terms and Conditions:

1. In consideration of the amount of \$_____ paid by the Vendor, HINY hereby agrees to make available the space designated as **Booth No.** _____, to be located on the premises of the Fresno Fairground, for the purpose of selling general items during the **201____ - ____** Hmong New Year celebration. The Vendor shall pay the full amount of \$_____ at the time the parties enter into this Agreement.
2. Vendor shall not sell or make available for purchase or consumption alcohol, tobacco products, illegal drugs, contraband, or other illegal products.
3. Vendor shall not sell or make available any gambling event or activity prohibited by any applicable Federal, State, and Local laws or ordinances.
4. It is the sole responsibility of the Vendor to obtain all appropriate licenses, permits and liability insurance that meets the requirement of the Federal, State, and/or Local laws, regulations, or ordinance to sell non-food items.
5. Vendor shall meet and comply with all Federal, State, or Local laws, health regulations, and/or ordinances.
6. Vendor shall clean, maintain, and sanitize the area of his/her assigned booth and those areas within a fifteen (15) feet radius thereof.
7. Vendors are **PROHIBITED** from bringing any form of amplified/large speaker or additional attachment speaker to the Hmong New Year Celebration, for the purpose of increasing or enhancing the volume of his/her TV, Radio, or Speaker beyond the standard form of sound speakers. All vendors must provide their own cassette and/ or CD player, No **EXCEPTIONS!** All vendors must utilize the standard speaker (s) attached to their player (that comes from the manufacturer). Vendors who fail to comply will be asked to exit the event or other means of action will be taken by HINY to enforce compliance; including forfeiture of all payment and fees.
8. Vendor shall have in his/her possession a HINY application and certification to operate the booth for the duration of the Hmong New Year **201____ - ____** celebration. The County Health Department, the City of Fresno, or Hmong International New Year representatives and other officials may randomly inspect the booths and the facilities for health and safety purposes.
9. Vendor will only be allowed to enter the premises of the Fresno Fairground with his/her vehicle for the purpose of transporting items between the hours of **5:30 a.m. and 8:00 a.m.**, and after **4:30 p.m.**, **NO EXCEPTIONS!** Vendor shall not park his/her vehicle and/or be present on the premises of the Fresno Fairground after 8:00 p.m. Sleeping on the premises of the Fresno Fairground is NOT allowed under any circumstances.
10. Vendor shall not transfer or assign the rights and obligations under this Agreement without prior written authorization from the HINY.
11. HINY and VENDOR mutually agree that any deposit(s) toward a booth will, from February through October, be partially refunded (half). However, within 10 business days of initial deposit, VENDOR will receive full refund HINY and VENDOR mutually agree to allow 30 days to process any refund. HINY and VENDOR mutually agree that any deposit(s) made during the months of November and December are non-refundable.
12. No more than two (2) persons (including the driver/vendor) will be permitted to enter the Hmong International New Year Celebration at the Fresno Fairground in the same vehicle with the vendor for the purpose of avoiding admission fee. Any additional persons will be charged the general gate admission fee. *(One (1) badge per general booth spaces/owner and seven (7) admission tickets)*
13. Vendor shall attend the Vendor’s workshop conducted by HINY if necessary; and shall carry his/her own badge identification at all times during the New Year celebration event, upon entering the premises of Fresno Fairground, and during the operation of the booth.
14. HINY is not responsible or liable for any damages, to persons or property, or lost or stolen property of vendor(s).
15. Vendor shall provide at his/her sole expense any and all equipment and sources of power necessary to operate and maintain his/her booth. Available power at the Fairground will be limited to a first come first serve basis. HINY is NOT responsible to provide any power to any vendor whatsoever.
16. Vendor shall carry his/her own automobile, health and general liability insurance for his/her vehicles employees, staff, and/or agents for the duration of the 201____ - ____ Hmong New Year celebration event.
17. Any vendor wishing to sell “Churros,” in addition to his/her general items, will be charged an additional fee of **\$50.00 plus health fee NO EXCEPTIONS!**
18. Vendor shall, at all times, display his/her vendor-parking permit in a conspicuous place on his/her vehicle. Any vehicle not displaying a proper parking permit will be cited and towed at the owner’s expense. There is a replacement fee of fifty dollars (\$50) for a lost or misplaced vendor-parking permit or vendor’s identification badge.
19. Weapons of any kind are prohibited. All knives of any kind, or other sharp objects, necessary for the use in connection with vendor booth shall be kept securely locked when not in use and, when in use, properly made inaccessible to any attendee at the Hmong New Year Celebration. HINY, in connections with law enforcement or other security, reserve the right to revoke vendors permit and use of any booth if the use of any such object is deemed dangerous.
20. All vendors must stay at his/her designated booth space. No vendor will be permitted to relocate his/her location or expand beyond his/her given space. Nor vendor be allowed to extend nor add additional tables to his/her designated space. **NO EXCEPTIONS!**
21. In addition to obeying all Federal, State, and Local laws, regulations, and/or ordinances, all vendors must behave in accordance with all rules and regulations, issued by HINY.
22. Violation of any of the terms and conditions of this agreement, in part or in whole, will subject vendor to prosecution, fine and other sanctions by the proper authorities. Additionally, any such violation shall be a breach of this Agreement and subject vendor to termination of this agreement, and ejection at the sole discretion of HINY.
23. HINY will not be responsible for loss due to: 1) Natural disaster, 2) Terrorism or war, 3) Actions taken by public officials for the interest of the public.
24. Vendor has acknowledged that he/she has read and understood all the terms and conditions of this Agreement and agreed to it.
25. This agreement constitutes the entire agreement between the parties. Any modification to this agreement shall be in writing and signed by both parties.
26. Vendor hereby agrees to indemnify, defend and hold HINY and any lessor or owner of the Fresno Fairgrounds, their employees, officers, directors, agents and affiliates, from and against any and all demands, claims, injuries, damages, liability or loss (including any attorney’s fees, loss of profits, business interruption or other special or consequential damages) caused by or in any way related to vendors use or possession of any booth, or vendors presence at the Hmong New Year Celebration, however caused, including any negligent or other act by HINY. Vendor assumes all risks in the use and operation of any booth, as well as vendor presence at the Hmong New Year Celebration, and will take all necessary precaution to protect all persons and property from injury or damage at this event.
27. In the event any dispute arises out of this Agreement or the matters herein released, the prevailing party shall be entitled to all reasonable costs incurred in connection therewith, including, but not limited to, actual attorney’s fees, expert witness fees, and costs of litigation, in addition to any other relief to which it may be awarded.

Vendor Signature

Date

HINY Representative

Vendor Name (Print)

Date



FOOD VENDOR

POLICIES AND REGULATIONS AGREEMENT

ض Hmong Int'l New Year ♦ Fresno, California ض

BOOTH NUMBER(S): _____



Parties:

This Policies and Regulations Agreement ("AGREEMENT") is hereby entered into between Hmong International New Year, Inc., (hereinafter "HINY") and _____ (hereinafter "Vendor") on this _____ day of _____, 201____, in the City and County of Fresno.
(Vendor Name)

Definitions:

- "HINY" as used herein, shall refer to and include directors, officers, agents, and duly appointed volunteers of HINY.
- "Vendor" as used herein, shall refer to and include any agents and employees of the vendor.
- "Food and Beverage Items" as used herein, shall refer to and include grain products: meat and poultry, vegetables, fruits, dairy products, candies, water, sodas, and other beverages, as well as any items generally consume by natural persons. "Food and Beverage Items" do not refer to and include products used for medicinal purposes or any other items, which cannot be consumed by natural persons.
- "Agreement" as used herein shall refer to the terms and conditions as described herein as a binding contract and responsibilities between the Vendor and HINY.

Terms and Conditions

- In consideration of the amount of \$ _____ paid by the Vendor, HINY hereby agrees to make available the space designated as **Booth No. _____**, to be located on the premises of the Fresno Fairground, for the purpose of selling general items during the **201____ - ____** Hmong New Year celebration. The Vendor shall pay the full amount of \$ _____ at the time the parties enter into this Agreement.
- HINY and VENDOR mutually agree that any deposit(s) toward a booth will, from February through October, will be partially refunded (half). However, within 10 business days of initial deposit, VENDOR will receive full refund; HINY and VENDOR mutually agree to allow 30 days to process any refund. HINY and VENDOR mutually agree that any deposit(s) made during the months of November and December are non-refundable.
- Vendor shall not sell or make available for purchase or consumption alcohol, tobacco products, illegal drugs, contrabands, or other illegal products.
- Vendor shall not sell or make available any gambling event or activity prohibited by any applicable Federal, State, and Local laws or ordinances.
- It is the sole responsibility of the Vendor to obtain all appropriate licenses, permits and liability insurance to sell food and beverage items as it is required by Federal, State, and/or Local laws, regulations, or ordinance.
- Vendor shall meet and comply with all Federal, State, or Local laws, health regulations, and/or ordinances.
- Vendor shall clean, maintain, and sanitize the area of his/her assigned booth and those areas within fifteen (15) feet radius thereof.
- Vendors are **PROHIBITED** from bringing any form of amplified/large speaker or additional attachment speaker to the Hmong New Year Celebration, for the purpose of increasing or enhancing the volume of his/her TV, Radio, or Speaker beyond the standard form of sound speakers. All vendors must provide their own cassette and/ or CD player, No **EXCEPTIONS!** All vendors must utilize the standard speaker (s) attached to their player (that comes from the manufacturer). Vendors who fail to comply will be asked to exit the event or other means of action will be taken by HINY to enforce compliance; including forfeiture of all payment and fees.
- Vendor shall have in his/her possession a HINY application and certification to operate the booth for the duration of the Hmong New Year **201____ - ____** celebration. The County Health Department, the City of Fresno, or Hmong International New Year representatives and other officials may randomly inspect the booths and the facilities for health and safety purposes.
- Vendor will only be allowed to enter the premises of the Fresno Fairground with his/her vehicle for the purpose of transporting items between the hours of **5:30 a.m. and 8:00 a.m.**, and after **4:30 p.m.**, **NO EXCEPTIONS!** Vendor shall not park his/her vehicle and/or be present on the premises of the Fresno Fairground after 8:00 p.m. Sleeping on the premises of the Fresno Fairground is NOT allowed under any circumstances.
- Vendor shall not transfer or assign the rights and obligations under this Agreement without prior written authorization from the HINY.
- No more than three (4) persons (including the driver/vendor) will be permitted to enter the Hmong International New Year Celebration at the Fresno Fairground in the same vehicle with the vendor for the purpose of avoiding admission fee. Any person in excess of three (including the vendor) will be charged the general gate admission fee. *(Two (2) badges per food booth space/owner and fourteenth (14) admission tickets)*
- Vendor shall not sell or make available for purchase of any item, which is not a "food and beverage item."
- All Food Vendors must pay health/inspection fee and attend the Fresno County's Health Department's workshop on Food Safety and Handling and must display his/her Health Department Food Safety certificate for the duration of the New Year celebration for the inspection purpose.
- HINY is not responsible or liable for any damages, to persons or property, or lost or stolen property of vendor
- Vendor shall provide at his/her sole expense any and all equipment and sources of power necessary to operate and maintain his/her booth. Available power at the Fairground will be limited to a first come first serve basis. HINY will NOT provide any additional power to any vendor whatsoever.
- Vendor shall carry his/her own automobile, health and liability insurance for his/her employees, staff, and/or agents for the duration of the 2005-06 Hmong New Year celebration event.
- Any food vendor wishing to sell "Churros," in addition to his/her food and beverage items, will be charged an additional fee of fifty dollars (\$50).
- Weapons of any kind are prohibited. All knives of any kind, or other sharp objects, necessary for the use in connection with vendor booth shall be kept securely locked when not in use and, when in use, properly made inaccessible to any attendee at the Hmong New Year Celebration. HINY, in connection with law enforcement or other security, reserves the right to revoke vendors permit and use of any booth if the use of any such object is deemed dangerous.
- All knives, wooden plastic, or other sharp object, said "weapon" must be securely locked and away from passer-by when not used. Anyone vendor who brings these objects into the Fairground will be solely and totally responsible shall such "weapon" be used against anyone.
- All vendors must stay at his/her designated booth space. No vendor will be permitted to relocate his/her location or expand beyond his/her given space. Nor vendor be allowed to extend nor add additional tables to his/her designated space. **NO EXCEPTIONS!**
- Vendor shall, at all times, display his/her vendor-parking permit in a conspicuous place on his/her vehicle. Any vehicle not displaying a proper parking permit will be cited and towed at the owner's expense. There is a replacement fee of fifty dollars (\$50) for a lost or misplaced vendor-parking permit or vendor's identification badge.
- In addition to obeying all Federal, State, and Local laws, regulations, and/or ordinances, all vendors must behave in accordance with all rules and regulations, issued by HINY.
- Violation of any of the terms and conditions of this agreement, in part or in whole, will subject vendor to prosecution, fine and other sanctions by the proper authorities. Additionally, any such violation shall be a breach of this Agreement and subject vendor to termination of this agreement, and ejection at the sole discretion of HINY.
- HINY will not be responsible for loss due to: 1) Natural disaster, 2) Terrorism or war, 3) Actions taken by public officials for the interest of the public.
- Vendor has acknowledged that he/she had read and understood all the terms and conditions of this Agreement agreed to it.
- It is the Vendor and HINY, in agreement, that this Agreement binding into law to regulate for the operation of the Hmong New Year Celebration and the Vendor's contract.
- This agreement constitutes the entire agreement between the parties. Any modification to this agreement shall be in writing and signed by both parties.
- Vendor hereby agrees to indemnify, defend and hold HINY and any lessor or owner of the Fresno Fairgrounds, their employees, officers, directors, agents and affiliates, from and against any and all demands, claims, injuries, damages, liability or loss (including any attorney's fees, loss of profits, business interruption or other special or consequential damages) caused by or in any way related to vendors use or possession of any booth, or vendors presence at the Hmong New Year Celebration, however caused, including any negligent or other act by HINY. Vendor assumes all risks in the use and operation of any booth, as well as vendor presence at the Hmong New Year Celebration, and will take all necessary precaution to protect all persons and property from injury or damage at this event.
- In the event any dispute arises out of this Agreement or the matters herein released, the prevailing party shall be entitled to all reasonable costs incurred in connection therewith, including, but not limited to, actual attorney's fees, expert witness fees, and costs of litigation, in addition to any other relief to which it may be awarded.

Vendor Signature

Date

HINY Representative

Vendor Name (Print)

Date



INFORMATION VENDOR
POLICIES AND REGULATIONS AGREEMENT

ض Hmong Int'l New Year ♦ Fresno, California ض

BOOTH NUMBER(S): _____

Parties:



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(Vendor Name)

Definitions:

1. “HINY” as used herein, shall refer to and include directors, officers, agents and duly appointed volunteers of HINY.
2. “VENDOR” as used herein, shall refer to and include all agents and employees of the vendor.
3. “General Items” as used herein, shall refer to and include arts and crafts, video/audio, clothing and other non-food items.
4. “AGREEMENT” as used herein shall refer to the terms and conditions described herein as a binding contract and responsibilities between the Vendor and HINY.

Fees:

The fees for a Booth for Non-profit 501(C)(3) Status organization is \$ _____
The cost For-profit Corporation and for all other business organization is \$ _____ Please read this AGREEMENT complete the attached application and forward it back to along with your check or money order in the correct category amount, payable to “Hmong International New Year, Inc.” You will, receive confirmation about a booth assigned to you upon review of your application and confirmation of your eligibility.

Definitions:

1. “HINY” as used herein, shall refer to and include directors, officers, agents, and duly appointed volunteers of HINY.
2. “Vendor” as used herein, shall refer to and include any agents of the vendor.
3. “Non-Profit” as used herein shall refer to and include any organization as defines in the Inter Revenue Services and Federal Tax Code 501 (c) (3) status tax exemptions.
4. “For-Profit” as used herein shall refer to any private corporation or business organization for the self-gain purpose.
5. “Agreement” as used herein shall refer to the terms and conditions described herein as a binding contract and responsibilities between the Vendor and HINY.

Terms and Conditions:

1. Vendor shall not sell/display or make available for purchase or consumption alcohol, tobacco products, drugs, contraband, or illegal products.
2. Vendor shall not sell or make available any gambling event or activity prohibited by any applicable Federal, State, and Local laws or ordinances.
3. It is the sole responsibility of the Vendor to obtain all appropriate licenses, permits and liability insurance that meets the requirement of the Federal, State, and/or Local laws, regulations, or ordinance to display information items.
4. HINY and VENDOR mutually agree that any deposit(s) toward a booth will, from February through October, will be partially refunded (half). However, within 10 business days of initial deposit, VENDOR will receive full refund; HINY and VENDOR mutually agree to allow 30 days to process any refund. HINY and VENDOR mutually agree that any deposit(s) made during the months of November and December are non-refundable.
5. Vendor shall comply with all Federal, State, or Local laws, regulations, or ordinances.
6. Vendor shall clean, maintain, and sanitize the area of his/her assigned booth and those areas within a fifteen (15) feet radius thereof.
7. Vendors are **PROHIBITED** from bringing any form of amplified/large speaker or additional attachment speaker to the Hmong New Year Celebration, for the purpose of increasing or enhancing the volume of his/her TV, Radio, or Speaker beyond the standard form of sound speakers. All vendors must provide their own cassette and/ or CD player, No **EXCEPTIONS!** All vendors must utilize the standard speaker(s) attached to their player (that comes from the manufacturer). Vendors who fail to comply will be asked to exit the event or other means of action will be taken by HINY to enforce compliance; including forfeiture of all payment and fees.
8. Vendor will only be allowed to enter the premises of the Fresno Fairground with his/her vehicle for the purpose of transporting items between the hours of **5:30 a.m. and 8:00 a.m.**, and after **4:30 p.m.**, NO EXCEPTIONS! Vendor should not park his/her vehicle and/or be present on the premises of the Fresno Fairground after 8:00 p.m. Sleeping on the premises of the Fresno Fairground is NOT allowed under any circumstances.
9. Vendor shall not transfer or assign the rights and obligations under this Agreement without prior written authorization from HINY.
10. No more than two (2) persons (including the driver/vendor) will be permitted to enter the Hmong International New Year Celebration at the Fresno Fairground in the same vehicle with the vendor for the purpose of avoiding admission fee. Any additional persons will be charged the general gate admission fee. *(One (1) badge information booth spaces/owner and seven (7) admission tickets)*
11. HINY is not responsible or liable for any damages, to persons or property, or lost or stolen property of vendor
12. Vendor shall provide at his/her sole expense any and all equipment and sources of power necessary to operate and maintain his/her booth. Available power at the Fairground will be limited to a first come first serve basis. HINY is NOT responsible to provide any power to any vendor whatsoever
13. Vendor shall carry his/her own automobile, health and liability insurance for his/her employees, staff, and/or agents for the duration of the 201____ - ____ Hmong New Year celebration event.
14. Vendor shall, at all times, display his/her vendor-parking permit in a conspicuous place on his/her vehicle. Any vehicle not displaying proper parking permit will be cited and towed at the owner’s expense. There is a replacement fee of fifty dollars (\$50) for a lost or misplaced vendor-parking permit or vendor’s identification badge.
15. Weapons of any kind are prohibited. All knives of any kind, or other sharp objects, necessary for the use in connection with vendor booth shall be kept securely locked when not in use and, when in use, properly made inaccessible to any attendee at the Hmong New Year Celebration. HINY, in connection with law enforcement or other security, reserves the right to revoke vendors permit and use of any booth if the use of any such object is deemed dangerous.
16. All vendors must stay at his/her designated booth space. No vendor will be permitted to relocate his/her location or expand beyond his/her given space. Nor vendor be allowed to extend nor add additional tables to his/her designated space. **NO EXCEPTIONS!**
17. In addition to obeying all Federal, State, and Local laws, regulations, and/or ordinances, all vendors must behave in accordance with all rules and regulations, issued by HINY.
18. Violation of any of the terms and conditions of this agreement, in part or in whole, will subject vendor to prosecution, fine and other sanctions by the proper authorities. Additionally, any such violation shall be a breach of this Agreement and subject vendor to termination of this agreement, and ejection at the sole discretion of HINY.
19. HINY will not be responsible for loss due to: 1) Natural disaster, 2) Terrorism or war, 3) Actions taken by public officials for the interest of the public.
20. Vendor has acknowledged that he/she has read and understood all the terms and conditions of this Agreement and agreed to it.
21. This agreement constitutes the entire agreement between the parties. Any modification to this agreement shall be in writing and sign by both parties.
22. In the event any dispute arises out of this Agreement or the matters herein released, the prevailing party shall be entitled to all reasonable costs incurred in connection therewith, including, but not limited to, actual attorney’s fees, expert witness fees, and costs of litigation, in addition to any other relief to which it may be awarded.

Vendor Signature

Date

HINY Representative

Vendor Name (Print)

Date