



South East Asian Games, USA

Hosted By

Hmong American Culture Academy of Arts, LLC

P.O. Box 232223. Sacramento, CA 95823

Office: 916-427-1250

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2019 – MERCHANT/AUDIO VENDORS APPLICATION

CONTACT: Blia Xiong- 916 277-3625/ Chenyi Lo 916 628-7060 / Kao Xiong – 916 743-7894

13th Annual SEA Games, USA at Gibson Ranch County Park, Elverta, CA

BOOTH #: MA _____

Date: _____

First and Last Name of Vendor: _____

Company Name: _____ ID/DL# _____

Address _____

City: _____ State: _____ Zip: _____

Phone: Day time: ____/____ Evening: ____/____

<u>BOOTH SIZE</u>	<u>TOTAL</u>	<u>AMOUNT PAID</u>	<u>BALANCE DUE</u>
20X20 regular	\$450.00	\$ _____	\$ _____
20X20 corner	\$550.00	\$ _____	\$ _____
10X20 regular	\$350.00	\$ _____	\$ _____

If Vendors do not pass inspection the first time: Vendors will be responsible for the RESINSPECTION FEES from The Fire & Health Department And The Fee Must Be PAID IN FULL IMMEDIATELY or will be temporarily suspended until payment has been made in FULL.

ALL PAYMENTS FOR BOOTH MUST BE PAID IN FULL BY JULY 20, 2019. AFTER THAT DATE, VENDORS PAY IN FULL AT THE TIME OF RESERVATION OF BOOTHS. NO REFUNDS AFTER JULY 20, 2019.

Vendors are required to attend the Sacramento Health Department Meeting prior to the event. No Exceptions.

ADDITIONAL CLEANING DEPOSIT REQUIRED: \$50.00

Total: \$ _____ Paid \$ _____ Balance Due \$ _____

NO PERSONAL CHECKS: We will gladly accept: Cash, Cashier's Check, and Money Order. Please make checks payable to: HMONG AMERICAN CULTURE ACADEMY OF ARTS, LLC

Mail to: Hmong American Culture of Arts. PO Box 232223. Sacramento, CA 95823

RESERVED BOOTHS: Fees MUST be paid IN FULL BY JULY 20, 2019 to allow set up. NO EXCEPTIONS!! Cleaning Deposit will be refunded within 30 days after the event upon satisfaction inspection of booth area.

PARKING AND ADMISSION:

All booths are limited to TWO (2) car or truck per day. The Parking will be charge \$7.00 per day for any additional car/truck. Free admissions up to 4 persons per day, per vendor. Please bring your VENDOR PARKING PERMIT with you or you will be asked to pay \$7.00 parking fee. If lost or stolen, vendor must pay \$15 fee for replacement parking permit, and \$10 fee for replacement per badge.

List of names of individuals who are going to work in the event below:

1. Name _____

2. Name _____

3. Name _____

4. Name _____

VEHICLE INFORMATION 1:

VEHICLE INFORMATION 2:

YEAR: _____ MAKE: _____ MODEL: _____

YEAR: _____ MAKE: _____ MODEL: _____

LICENSE PLATE#: _____

LICENSE PLATE#: _____

STATEMENT OF FACTS:

I declare to the best of my knowledge that the above statements and formation I provided are correct and true. I hereby authorized and consent to all necessary inspections made by The Sacramento Environmental Health Management, Hmong American Culture Academy of Arts, LLC , SEAGAMES, USA, and the Gibson Ranch management and will abide by all guidelines and rules set forth by Hmong American Culture Academy of Arts, LLC and SEAGAMES, USA, 2019 13th Annual Summer Games Soccer Tournament management.

Vendor Signature: _____

Vendor Name Print: _____

MERCHANT & AUDIO VENDOR POLICY AND AGREEMENT

Read and Sign

This contract is hereby entered between Southeast Asian Games, USA, Hmong American Culture Academy of Arts, LLC and _____ (*Vendor's Name*) herein refer to as vendor on: _____, 2019, in the city of Sacramento, County of Sacramento, California.

DEFINITIONS:

- I. Hmong American Culture Academy of Arts, LLC and SEA Games, USA shall be referred to and includes Directors, Officers, Agents, and the Event Organizers, Duty Appointed Volunteers or its affiliates, if any.
- II. Vendors as use herein shall refer to and include any agents of the vendors.
- III. All vendors are required to complete the application, information such as a full name of vendors, ID or Driver License, current address, phone numbers, and Emails. The SEA Games, USA, which sponsored by Hmong American culture Academy of arts, LLC, required each vendor to provide two (2) copies of identifications such as ID/Driver or other Stated issued identification for each worker who will be going to work in the event.
- IV. Space must be paid in full by vendors during signing application. Failure to pay in full within a reasonable time, the event organizers reserves the right to re-sale the space to other vendor. If the event organizer is unable to re-sale the space and after trying to work with the vendors in a good faith, the event organizer will not return the security deposit.
- V. Non-refundable, first come first served.
- VI. All event vendors are liable for their own interests, personal safety, property, and their customers; The Southeast Asian Games, USA, and Hmong American culture Academy of

Arts, LLC will not be liable for any loss or damage to vendors' properties, their customers' claims of injuries physically and psychologically and or emotionally.

- VII. Vendors are not allowed to move from one space to another without prior approval by the event organizers or staff.
- VIII. All merchandise vendors are strictly prohibited from selling food items and drink in his/her booth.
- IX. All food must meet the County Department of Environmental Health requirements.
- X. VENDORS ARE STRICTLY PROHIBITED FROM SELLING OR CONSUMING ALCOHOL, TOBACCO PRODUCTS, ILLEGAL DRUGS, CONTRABANDS, OR OTHER ILLEGAL PRODUCTS/SUBSTANCES ANYTIME DURING THE EVENT, AND INSIDE THE PARK. Violators will be referred to appropriate Law Enforcement agencies for investigation and may be arrested and or prosecuted according to the laws.
- XI. All event vendors are liable for their own interests, personal safety, property, and their customers. The SEA Games, USA and HACAA, LLC will not be liable for any loss or damage to vendors properties, their customers claims of injuries, physically and psychologically and or emotionally.
- XII. **The Event Organizers and management have the right to refuse service to anyone and its decision is considered FINAL.**

TERMS AND CONDITIONS

- 1. _____ I agree to pay (\$450.00) for a 10X20 corner booth OR (\$350.00) for a regular 10X20 booth. All Vendors must pay the full booth rent amount upon signing this agreement, plus \$(50.00) for cleaning security deposit.
- 2. Hmong American Culture Academy of Arts, LLC and SEA GAMES, USA here by agree to make available the space designated as booth to be located on the premises during the 2019 13th Annual Summer Games Sports Tournament at Gibson Ranch County Park, for the purpose of selling food and beverage items during the event or on: August 3 and August 4, 2019.
- 3. **Vendors must pay the amount in full at the time an application is made & must construct their booths according to the Sacramento Metro Fire Department's requirements, policy and procedure and follow this policy with no exception (see attached how to set up/construct your booth), and pay the extra booth/canvass fee, which will be charged extra on top of your space fee.**
- 4. _____ VENDORS ARE STRICTLY PROHIBITED FROM SELLING OR CONSUMING ALCOHOL, TOBACCO PRODUCTS, ILLEGAL DRUGS, CONTRABANDS, OR OTHER ILLEGAL PRODUCTS/SUBSTANCES ANYTIME DURING THE EVENT, AND INSIDE THE PARK. Violators will be referred to appropriate law enforcement agencies for investigation and may be arrested and or prosecuted according to the laws.
- 5. _____ Vendors are prohibited from selling or gambling at the event. Business showcase is allowed.
- 6. _____ It is the sole responsibilities of the vendors to obtain appropriate licenses or permits as required by laws.
- 7. _____ Vendors also must comply with all Federal, State, and local laws, regulations, and ordinances.
- 8. _____ Vendors are prohibited from playing his/her CD, Cassette and Movies too loud. Any Vendor playing louder than 10 feet beyond his/her booth will receive verbal warning up to two (2) times and will receive a written warning for the third time. If problem continues, vendor will be asked to move out of the event. VENDORS WHO FAIL TO COMPLY, RISK LOSING THEIR VENDING PRIVILEGES FOR THE REST OF THE EVENT. We will not refund any RENT, deposit, or any preparation cost what so ever.
- 9. _____ Each vendor is responsible for maintaining a sanitized and clean area. Failing to keep his/her space sanitized and clean risk losing their cleaning deposit.

10. _____ Vendors shall display their VENDOR PERMIT/AUTHORIZATION in full view and subject to inspection at any time.
11. _____ Vendors will only be allowed to enter the premises of Gibson Ranch County Park with two vehicle per vendor from 5:00 AM to 7:00 AM, and will not be allowed entering after 7:00PM. Vendor shall not park their vehicles in unauthorized areas, or risk being responsible for the damages. Only designated areas are allowed.
12. _____ Vendors shall not transfer or assign the rights and obligation under this agreement without prior written approval by the SEA GAMES, USA and or the event management.
13. _____ No more than four (4) persons per vendor are permitted to enter at any time. Any vendor vehicle in excess of four persons (including vendors) will be charged the general admission fee for the extra person(s). All vendors must have HMONG AMERICAN CULTURE OF ARTS, LLC and SEA GAMES, USA issued ID's at all time. A vendor or staff without proper ID issued by HMONG AMERICAN CULTURE ACADEMY OF ARTS, LLC and SEA GAMES, USA will be charged the general admission and/or parking fee.
14. _____ HMONG AMERICAN CULTURE ACADEMY OF ARTS, LLC and SEA GAMES, USA is not responsible for any damages, lost or stolen items and or properties.
15. _____ Vendors shall provide at his/her own expense for all equipment necessary to maintain and operate his/her booth. We will not provide any electric power or generator equipment to any vendors whatsoever.
16. _____ Vendor shall maintain their own automobile, health and liability insurance for their employees, staff and or agents for the duration of this event.
17. _____ All knives- wooden, plastic, or other sharp objects- must be securely locked and store away from passerby when not in use. Any vendor who brings these objects to the premises of Gibson Ranch County Park will be solely and totally responsible to such object being used as weapon or towards anyone.
18. _____ All vendors must be stationed at their designated booth or space. No vendor will be permitted to relocate or expand beyond his or her assigned area.
19. _____ Vendor shall, at all times, display his/her parking permit in a conspicuous place on his/her vehicle. Any vehicle not displaying the furnished parking permit will be cited and towed at owners' expense. There is a replacement fee of \$15.00 for misplaced or lost parking permit.
20. _____ In addition to obeying all Federal, State, and local laws, all vendors or his/her agents must conduct in a accordance with all rules and regulations set forth to them by this agreement.
21. _____ Violation of any of the above terms and conditions are subject to vendors and his or her agents to prosecution, fine and or sanction by the proper authorities. In addition, HMONG AMERICAN CULTURE ACADEMY OF ARTS, LLC and SEA GAMES, USA reserves the right to reprimand and/or terminate this agreement where vendors or his or her agents have violated one or more of the above terms and condition, and/ or any laws, regulation or ordinances.
22. _____ This agreement is in effect and binding only during the 2019 13th Annual SEA Games USA event at Gibson Ranch County Park, Elverta, California.
23. _____ Vendor hereby agrees to hold harmless and indemnity to HMONG AMERICAN CULTURE ACADEMY OF ARTS, LLC and SEA GAMES, USA and the Gibson Ranch County Park or the County of Sacramento, its employees, officers, directors, agents, affiliate of any demand, or suite 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 that is governed by the state of California laws.
24. _____ This agreement constitutes the entire agreement of the parties. Any modification to this agreement must be agreed and written & signed by both parties.

25. _____ HMONG AMERICAN CULTURE ACADEMY OF ARTS, LLC and SEA GAMES, USA prohibits discrimination against anyone based on race, color, national origin, religion, political parties, sexual orientation, age, or disability.
26. _____ Vendors need to report any problems, which occur during the event to security officers, SEA Games USA staff, or event management.
27. _____ Vendor has received a copy of this agreement/contract. Tournament management holds the original copy with the original signatures.
28. _____ **VENDORS ARE NOT ALLOWED TO SELL ANY TYPE OF BLENDED DRINKS SUCH AS SMOOTHIES AND BOBAS, ANYTHING INCLUDING CRUSHED ICE, ETC.**
29. _____ If applicable, vendors are responsible for **ANY and ALL REINSPECTION FEES** from the Sacramento Health Department, Sacramento Metro Fire Department, and SEA Games USA prior to operation
30. _____ Vendor booths are **REQUIRED** to use **FIRE RETARDENT, FIRE RESISTANT, OR FIREPFOOF TARP** as required by the Sacramento Metro Fire Department prior to operation.
31. _____ Vendors must pay **REINSPECTION FEE (If Applicable)** immediately or will not be allowed to operate until **ALL FEES** have been paid to SEA Games, USA.

WE RESERVE THE RIGHT TO REFUSE SERVICE TO ANYONE FOR ANY PUPOSE

I, _____, (*Vendor*) have read, understand, and agreed to the terms and conditions in this contract. I agree that I am signing this contract in good faith and in accordance with all applicable laws. If I violate the terms and conditions, rules, policies, and procedures set forth in this agreement, I will forfeit all of my rent and deposit money; if a serious violation is to occur, then I will take full responsibility for my own action and actions by agents representing my booth. I will also be responsible for all inspection fees and re-inspection fees, and any costs associated to the operation of my booth. I also acknowledge that I have reviewed and received a copy of this contract, policy and procedures, terms and condition of this contract.

2. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the **RELEASEES** from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation as a vendor, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise, to the fullest extent allowed by law.

3. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** the above-named **RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California and that any mediation, suit, or other proceeding must be filed or entered into only in California and the federal or state courts of California. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Vendor's Signature	Print Name	Date
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Event Organizer/Staff Sign.	Print Name	Date
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Acknowledges of receiving payment and providing all necessary info to vendors.