

2023

Fresno Hmong New Year Celebration

Vendor Information & Agreement





WELCOME To Fresno Hmong New Year 2023-24 Fresno Fairgrounds

Nyob Zoo Xyoo Tshiab !!!!!

The Hmong Inc., wants to welcome you and thank you for becoming a part of this Grand New Year Celebration.

As a vendor, your participation will help make the Hmong New Year possible, help preserve our beautiful culture and allow us to continue our tradition for many more generations to come.

Thank you for being a part of this historical celebration.

Contact Information:

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Operation Manager
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I - VENDOR INFORMATION

Each individual vendor is required to complete an application to secure a spot at the Fresno Hmong New Year held at the Big Fresno Fairground. A vendor is an individual or organization authorized to sell food and/or beverage, merchandise such as clothes or retail items, arts and crafts, media, or informational and promotional materials.

The vendor applicant must be timely complete to be considered:

- A vendor application.
- Compliance with external agency regulations to become a vendor, if applicable.
- Payment of fees.

FOOD & BEVERAGE VENDORS

A food vendor is anyone selling food and beverage. A food vendor cannot sell other merchandise. As a food vendor, you must complete and obtain the “Fresno County Food Safety” certification, which includes:

- a. Complete a **Community Event Food Vendor** application and return it to The Hmong Inc.
- b. Contact the Fresno County Department of Environmental Health to register for a free **Fresno County Food Safety Class**
 - Be sure to mention that you are a food vendor at the upcoming Fresno Hmong New Year Celebration at the Big Fresno Fairground.
- c. No prior Food Safety Certificate. You must register, attend, and complete the class and obtain a certificate of completion.

Food Safety Class Exemption – Vendors who obtained a food and safety certificate from the prior year and did not receive any violations, please contact The Hmong, Inc.

No Food Safety Certificate –It is the responsibility of the vendor to complete the **Fresno County Food Safety Class** and obtain the certificate. Vendors who fail to do so before the first day of the event will not be allowed to sell food and will forfeit a refund of their booth fee.

<https://www.fresnocountyca.gov/Departments/Public-Health/Environmental-Health/Consumer-Food-Program/Food-Safety-Certifications-and-Classes>

Health Inspections –See Department of Public Health Inspections, page 5.

MERCHANDISE OR RETAIL VENDORS

A merchandise vendor is anyone selling non-consumable items in which most of the inventory includes but is not limited to apparel, accessories, toys, tools, or other retail items.

MEDIA VENDORS

A media vendor is anyone selling entertainment products such as music, movies, video games, or other forms of digital media.

INFORMATION-ONLY VENDORS

Businesses and organizations can apply as “information-only” vendors. The information-only vendors can only distribute informational or educational materials and resources. They are prohibited from making sales, gaining a profit, taking monetary donations, or pledging from attendees at the event.

CONCESSION CARTS VENDORS

A concession cart is defined as a mobile machine that's used to cook, prepare, or serve items such as churros, popcorn, cotton candy, nachos, drinks, etc.

Vendors who use a concession cart as part of their operation or operate their concession cart with another vendor will need to register as a separate food vendor. Their application will include the following:

- a. Application to sell as a concession cart.
- b. Health Department Inspection Fee
- c. Health deposit

Concession carts may not be placed more than five feet beyond the vendor's booth space and may not in any way obstruct the walkways or otherwise create a hazardous environment.

ADDITIONAL FEES:

In addition to booth fees, vendors may also have additional fees, if applicable to the vendor:

- a. **Health Department Inspection Fee** –Collected from food vendors to pay for the initial round of inspections of food vendors by the Fresno County Department of Environmental Health.
- b. **Health Deposit**—Collected from food vendors to be used for additional inspections and citations that may be imposed by the Fresno County Department of Health inspectors for health and safety violations.

II- VENDOR RULES & REGULATIONS

VEHICLE REGULATIONS

1. PARKING

No vehicles are permitted on-site while the event is in progress at any time!

- a. Vehicles will be on designated driving paths only.
- b. The vendor will be held fully responsible for any personal injury and property damage or death resulting from failure to comply with this regulation and agrees to indemnify and hold harmless The Hmong, Inc., its employees, agents, and officers from any liability and or expense, including attorney's fees, resulting therefrom.
- c. The vendor is responsible for off-site parking.
- d. Vendors must display a valid parking placard inside their vehicle in the front windshield area of the car and include the booth number and license plate number of the vehicle. Vehicles without a vendor placard may be cited and towed at the owner's expense.
- e. Vendors may not sleep or stay overnight in their vehicle or anywhere on the Fresno Fairgrounds during closing hours.

2. LOAD IN/LOAD OUT

- a. Load In time is between 5:00 am and 8:00 am each morning of the event. Vendor loading is from **Chance Avenue**.
- b. Load Out time is between 5:00 pm and 8:00 pm.
- c. Load In/Load Out: All vehicles must leave the site no later than 30 minutes prior to the start of the event and cannot return to the site until 30 minutes after the end of the event.
- d. The maximum time vehicle allowed on-site is one (1) hour during Load In/Load Out times.
- e. All vehicles, persons, and equipment are subject to inspection at the gates by security discretion.

3. VENDOR DROP-OFF ZONE

- a. The vendor drop-off zone is not a public entrance gate, it should be used by vendors to deliver supplies only.
- b. Dairy opening hours transportation of equipment and supplies may only be done on foot dollies cars or other non-motorized methods only.
- c. There is strictly no parking at the vendor drop-off zone. Drivers must remain in their vehicles and not be blocking incoming or outgoing traffic. The suggested time is 15 minutes per vehicle wait time.

ELECTRICAL

Organizers are not obligated to provide electricity to vendors. Vendors are responsible for providing their own equipment and electrical power sources necessary to operate. Power and equipment available at the Big Fresno Fairground are limited on a first-come, first-serve basis.

- a. Electrical extension cords shall be heavy-duty three-wire. All extension wiring shall be protected from physical damage.
- b. Electrical length shall be limited to 20 feet in length.
- c. Electrical equipment and installation shall be inspected and approved by a qualified person.

VENDOR'S EQUIPMENT

1. TENTS

Tent structures shall be adequately roped, braced, and anchored to withstand weather and prevent collapsing. Documentation of structural stability shall be furnished to the fire code official on request.

2. FABRIC CERTIFICATION AND LABELING

Small tents shall have a permanently affixed label bearing the following information as specified in CPA I-84:

- Certification – A statement that the materials used in the manufacture of the item meet the flame resistance requirements of CPA I-84
- Manufacturer Identification
- A warning label statement affixed to the fabric.

3. FIRE EXTINGUISHERS

- a. Each booth that prepares or serves heated food shall have a fire extinguisher, with a minimum of 2A10BC rated portable fire extinguisher that is fully charged and tagged with a California State Fire Marshall service tag.
- b. Deep fat fryer booths shall have a Class K portable fire extinguisher.
- c. A new fire extinguisher must be a minimum of five (5) pounds and must have the sales receipt taped to the side of it for visual inspection.
- d. All fire extinguishers must be mounted or secured to stand upright.
- e. All fire extinguishers must be visible and accessible.

4. PROPANE TANKS

- a. No use or storage of portable LPG containers inside tents
- b. All cylinders must be secured to prevent tipping or falling over.
- c. Must be located away from cooking appliances or ignition sources with relief valves directed away from the interior of the tent.

HEATING & COOKING EQUIPMENT

All electrical heating and cooking equipment shall comply with the California Electrical Code.

- a. Open flame or other devices emitting flame, fire, or heat or any flammable or combustible liquids gas, charcoal, or other cooking device, or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent while open to the public unless approved by the fire code official.
- b. Heating and cooking equipment shall not be located within 10 feet of access or combustible materials.
- c. Tents with sidewalls or drops where cooking is performed shall be separated from other tents by a minimum of 20 feet.
- d. Outdoor cooking that produces sparks or grease shall not be performed within 20 feet of a tent.
- e. Solid flammables, butane, or other similar devices which do not pose an ignition hazard shall be approved for cooking demonstrations and warming food.
- f. Electrical heating and cooking equipment should be approved prior to use.
- g. All BBQ cooking shall be conducted outside of tents. Gas-fired BBQ shall be placed a minimum of 20 feet from any structure, overhanging, or fabric.
- h. Solid fuel cooking shall be a minimum of 20 feet from any structure, overhang, or fabric.
- i. All deep fryers and other cooking appliances with a capacity of 1 gallon of cooking oil or more shall be kept outside of tents.

DEPARTMENT OF PUBLIC HEALTH

The Fresno County Department of Environmental Health may be inspecting all vendors. Vendors must always have the following documents ready for inspection:

- a. A copy of your vendor application & agreement with The Hmong, Inc.
- b. Fresno County Food Safety Certificate
- c. A visibly displayed booth number placard in the front of your booth.

SAFETY & HAZARDS

Vendor agrees not to bring onto the premise any material, substances, equipment, or object which is likely to endanger the life of or to cause bodily injury to or death of any person on such premises, or which is likely to constitute a hazard to property thereon, without the prior written approval of The Hmong, Inc.

The Hmong, Inc., shall have the right, in its sole discretion, to refuse to allow any such material, substances, equipment, or object to be brought onto its premises and the further right to require immediate removal therefrom if found thereon.

LOSS OR DAMAGE

The Hmong, Inc., shall not be liable for any loss or damage to machinery, equipment, merchandise, booths, stands, exhibit materials, or any other property of the Vendor. Vendors are responsible for the security of their property. It is highly recommended that vendors do not leave valuables in their booths unattended or overnight.

INSPECTION AND ENTRY

The Hmong Inc. reserves the right to inspect the premises and Vendor's operation during the term of this agreement and for that purpose, its duly authorized representatives may enter upon said premises and Vendor's operation at any time and on any occasion without restriction.

III - PAYMENT & REFUND POLICY

PAYMENTS

Payment must be made in full to be assigned to the desired booth.

The Hmong Inc., does not accept partial payments. Payment can be made in the form of a **money order or cashier's check** for the full amount **plus a 10% deposit** which will be returned, within 90 days after the event has ended if no debris or damage was left behind.

An application alone, without payment, does not hold or guarantee a booth.

CANCELLATION & REFUND

By submitting the application and payment, the vendor understands and agrees to the following refund policy:

- a. **Refund**—If the vendor faces unusual circumstance such as a medical emergency, serious illness or death in family, or others that directly impacts his/her operation his/her operation at the New Year, the vendor is entitled to a full refund (Proof of such circumstance is required). If the cancellation is less than 90 days from the date of the event the vendor is entitled to **ONLY** a 50% refund.
- b. **A Violation or Failure to Comply**— No refund is allowed if the Vendor violates or fails to comply to rules and regulations imposed by the authority of the Fire Department, Health Department, The Hmong Inc, or any other agency with authority. A failure to comply is not grounds for a refund.

IV- AGREEMENT

By placing my initial, I agree to the following:

1. This agreement constitutes the entire agreement between The Hmong Inc., and the vendor, any modifications to this agreement shall be in writing and signed by both parties. _____
2. **Vendor shall not transfer** or assign the rights and obligations under this Agreement without prior written authorization from The Hmong Inc., to any other person _____
3. **Vendor agrees to comply** with all Federal, State, and local laws in addition to the rules and regulations issued herein _____
4. **Vendor agrees to attend a mandatory orientation** provided by the Hmong Inc. which will be held no later than November 2023, or he/she may lose the entire money _____
5. **Violations of any policies** under this agreement, in part or in whole, **will be considered a breach of contract** and will subject the vendor to termination of this agreement, prosecution, fine, and or other sanctions by the proper authorities _____
6. **Vendor hereby agrees to indemnify, defend and hold harmless The Hmong Inc. and the Big Fresno Fairground** or any of its employees and affiliates from and against any and all demands, claims, injuries, damages, liability, or loss, including attorney's fees, loss of profit, business interruption, or other special or consequential damages caused by or in any way related to the vendor's possession of the booth or vendor's presence at the event _____
7. Should **the premises be made impractical for use** by any cause, natural or otherwise, The Hmong Inc., **may, at its discretion, terminate and void this agreement, and the Vendor expressly waives all claims for a refund,** damage or loss of profit or other compensation should this agreement be so terminated _____
8. **If any dispute arises out of this Agreement, the prevailing party shall be entitled to all reasonable costs** incurred in connection therein, including but not limited to attorney's fees, witness fees, and costs of litigation, in addition to any other relief to which it may be awarded _____

By signing below, I, the vendor hereby acknowledges that ***I have read, understand, and accepts and will comply with all the terms and conditions of this Agreement. I also acknowledge the receipt of this Vendor Handbook and Agreement.***

Signed this _____ day of _____, 2023, in the city of _____
County of _____

_____ and State of _____

Print Name

Signature

Print Name

Signature

Required for ALL vendors participating in the event.

Name: _____

Address:

City: _____ **State:** _____
ZIP _____

Phone: _____ **Email:** _____

Vendor Type: *Please check all that apply.*

Food/Beverage Merchandise Media Concession Cart Information

Booth #: _____ **Booth #:** _____

Booth #: _____ **Booth #:** _____

=====

Date: _____

Amount paid: _____ **Money order #** _____

Received by: _____