



Aloha!

On behalf of the Ka'ono'hi Foundation, we would like to invite you to participate in the 7th Annual Sacramento Aloha Festival to be held on Saturday, October 7, 2017, from 10:00 a.m. to 6:00 p.m. The Festival will be held at the California Exposition and State Fairgrounds located at 1600 Exposition Blvd., Sacramento, CA 95815. This year's festival will feature the following events:

- Native Hawaiian and Pacific Islander entertainment
- Educational exhibits, workshops, speakers and presentations
- Health awareness exhibits, workshops, speakers and presentations
- Cultural Village
- Keiki Korner – arts, crafts and educational information
- Merchandise vendors
- Food and beverages

Due to the growing success of the Sacramento Aloha Festival over the last six years, we are anticipating a very large turnout this year. Booth spaces are expected to be reserved quickly. Applications will be carefully examined for excessive duplication of items sold and to ensure a reasonable Polynesian connection. We recommend that you submit your application as early as possible to secure a space.

Please read and thoroughly understand the **"Terms and Conditions of Participation"** before submitting your completed application. To avoid any delay in processing your application, please also use the Vendor Self-Checklist to ensure that you have submitted all required documentation and fees.

If you have any questions, please feel free to contact me at vendors.sacalohafest@gmail.com. We hope that you will consider participating in the 7th Annual Sacramento Aloha Festival and sharing in an exciting and successful event.

Mahalo nui loa,

Leslie Leong

Vendor Coordinator

Sacramento Aloha Festival 2017

vendors.sacalohafest@gmail.com



Terms and Conditions of Participation

Date and Hours of Operation

Sacramento Aloha Festival will be open to the general public on Saturday, October 7, 2017, from 10:00 a.m. to 6:00 p.m. Gates will open at 9:00 a.m. for the opening ceremony at 9:30 a.m.

Set-Up, Take Down and Clean-up

Vendors will be allowed onto the Cal Expo grounds for set-up on Friday (10/6/17) from 12:00 p.m. to 8:00 p.m. and on Saturday (10/7/17) starting at 7:00 a.m. Booths must be set up and ready for business by 9:30 a.m. and must remain open for business until 6:00 p.m. Vendors are solely responsible for the take-down and clean-up of their assigned space and items at the close of the event.

Vehicle Access and Parking

Vehicles may be driven onto designated areas for unloading and loading purposes only. All vehicles must be moved to the designated vendor parking area immediately upon unload and must remain there until the close of the event. You will not be able to load before 6:00 p.m. and this rule will be strictly enforced for the safety and security of attendees.

Discounted parking passes are available for advance purchase at \$5.00 each. Due to the high demand for discounted parking passes, we cannot guarantee that we will have any available for sale on the day of the event. We strongly advise you to purchase your passes in advance by submitting payment with your application.

Fees/Deposits

All booths must be paid in full at the time that the application is submitted. A separate refundable cleaning fee of \$50 or \$100 (depending on booth size) is also required at the time of application submittal. (This is a separate check that will remain un-cashed and will be returned to you after your booth and surrounding area have been checked for litter or damage of any kind.) All applicable fees will be deposited immediately after receipt of completed application and applicable documents are received. Please review the application form for the fee schedule and deadlines. **Incomplete applications will be returned.**

Confirmation Policy

Deposit of your booth fee does not constitute acceptance. No post-dated checks will be accepted. Booth applicants will be notified of their acceptance or rejection by email. Applicants not accepted will receive a refund of their booth fees and a letter stating the reason for the return.

Cancellation Policy

No refunds will be given in case of inclement weather, acts of nature, forfeiture, failure to obtain required permits (see below for more information), or by restrictions of government agencies to amend or cancel the event, over which the SAFC has no control.

There will be no refunds if you cancel after August 31, 2017. All cancellations must be in writing and postmarked by August 31, 2017.

Terms and Conditions of Participation (page 2)

Booth Information

The booth fee covers a space of 10'x10' or 10'x20'. You must provide your own canopy (not to exceed 15 feet high), preferably white and in good condition. Electricity is limited and can be brought to booths on an as needed basis. Space assignments will be made at the sole discretion of the SAFC.

All sale items and stock storage must stay within your booth space. The SAFC reserves the right to monitor or prohibit the use of any electronic equipment, machinery, or other activity that it determines, in its sole discretion, is distracting from other booths or attendees.

Vendors must keep their booth space neat and tidy. We encourage the use of recyclable/biodegradable products. Trash and recycling receptacles will be provided throughout the event areas.

Additionally, you must provide your own tables, chairs, supplies and materials needed. We will have tables and chairs available for rent.

Business License/Seller's Permit

All vendors must provide their valid Seller's Permit number or Temporary Seller's Permit number on their application. For more information contact the Board of Equalization at: <http://www.boe.ca.gov/info/reg.htm>.

Workers Compensation Insurance

All vendors must provide a copy of their workers compensation insurance if they have paid staff.

Food Vendor Information

All food vendors must be in possession of one of the following permits issued by the Sacramento County Environmental Management Department: 1) Mobile Food Facility, 2) Annual Multi-Event, or 3) Temporary Food Facility (TFF) Permit. If you need a TFF, we will file the required documents on your behalf, but you will need to submit a county fee of **\$75** (low risk food vendor - typically packaged foods, shave ice, hot dogs, etc.) **or \$158** (high risk vendor - typically cooked hot foods) **payable to Ka'ono'hi Foundation**. Please do not make the check payable to the Sacramento County EMD.

Attached is the TFF Operator's Packet; please make sure you read and understand the entire document. Please submit the following documents from the packet, as well as your payment for the county fee of \$75 or \$158, with your vendor application:

- TFF Information Sheet
- TFF Menu Sheet (please list prices)
- Site Plan

Approved Items for Sale

Only items listed on the application and approved may be sold at Sacramento Aloha Festival. Merchandise that creates excessive trash may not be sold (i.e. poppers, streamers, egg shells or sawdust, etc.). Food items will be reviewed in order to prevent duplication and ensure diversity.

Non-food items are not to be sold at food booths. Food items may not be sold nor sampled at merchandise booths unless pre-packaged and approved prior to the event.

Terms and Conditions of Participation (page 3)

Any discrepancies from the approved application may result in product removal per SAFC.

The SAFC reserves the right to sell official licensed goods such as event t-shirts, hats, programs and any other promotional items. These may not be sold at any other merchandise booth.

The SAFC reserves the right to sell beverages, alcoholic beverages, bottled water and ice. These may not be sold at any other booth.

Any third-party sponsorship items and/or national corporation/franchise items displayed, distributed, promoted, or otherwise presented at the event without the express written consent of SAFC is prohibited. Vendors found in violation of these rules are subject to immediate expulsion from the festival grounds with no refund of fees paid without prejudice to SAFC and its right to other claims or damages.

Security

The California Exposition and State Fairgrounds will provide security for the day of event from 9:00 a.m. to 8:00 p.m. SAFC will provide one security guard overnight, but it is your responsibility to tightly enclose your booth to protect your specific items. Leaving any items overnight in your booth is done so at your own risk. Overnight sleeping in booths or parking lot is not permitted under any circumstances.

Festival Liability

Involvement in the Sacramento Aloha Festival is at your own risk. All vendors will agree to and sign the Hold Harmless Agreement that is made a part of this application.

Liability Insurance

A Certificate of Insurance must be submitted with your application naming ALL of the following as additional insured with a minimum general liability limit of \$1 million:

- Sacramento Aloha Festival
- Ka'onohi Foundation
- State of California, California Exposition & State Fair

You also have the option to purchase insurance directly from Cal Expo for \$100.00 if you do not have your own insurance. (See attachment.) **Please send your Insurance Request Form and payment directly to Cal Expo at the address on the form.**

Trademarks

SAFC reserves the right to the use of its logos, name, marks, symbols, and other intellectual property. Any use of these without express written permission is a violation of the agreement with SAFC and will result in expulsion from the festival.

Publicity

Publicity for the Sacramento Aloha Festival will be provided through all forms of TV, print media, etc., as determined by the SAFC. Flyers and posters will be available upon request.

Subletting

There is absolutely NO sub-leasing of your booth space or surrounding areas. If anyone sub-leases any portion of his or her space without prior written permission from SAFC, they will not be allowed to operate the booth and will forfeit all fees paid.

Terms and Conditions of Participation (page 4)

Tattooing/Body Piercing

Vendors providing permanent tattooing/body piercing must submit a letter of approval from the local health department and all required permits with the application. No genital/nipple piercing will be permitted on festival grounds.

General Medical Information

First-aid will be available at the SAFC Information Booth.

Only service pets will be allowed in Cal Expo.

Smoking shall be confined to designated smoking areas.

For questions or concerns:

Contact the vendor coordinator at vendors.sacalohafest@gmail.com.



VENDOR APPLICATION

Organization/Business: _____

Contact Person: _____ Title: _____

E-Mail Address: _____ Website: _____

Address/City/State/Zip: _____

Primary Phone: _____ Day of Event Phone: _____

Business License/Seller's Permit # _____

of paid staff in booth: _____ # of non-paid staff in booth: _____

Please provide a list of ALL items that you wish to sell. Be as specific as possible as to the kinds of items. Enclose photos, if available. It is the intent of Sacramento Aloha Festival to have the greatest variety possible with little or no duplication. Quality of products will also be screened to maintain a high standard of goods. Add sheet if necessary.

___ 10'x10' booth space(s) at \$250.00 per space	TOTAL \$ _____
___ 10'x20' booth space(s) at \$400.00 per space	TOTAL \$ _____
___ 10 amp power outlet per booth space(s) at \$25.00	TOTAL \$ _____
___ One table and two chairs at \$25.00	TOTAL \$ _____
___ Parking passes at \$5.00 each	TOTAL \$ _____
	GRAND TOTAL \$ _____

I agree to enclose a separate cleaning deposit check along with a self-addressed stamped envelope, which shall be returned by mail if my assigned space(s) is/are completely clean by 8:00 p.m. on Saturday, October 7, 2017.

___ Booth space deposit at \$50.00 per 10'x10' booth space	TOTAL \$ _____
___ Booth space deposit at \$100.00 per 10'x20' booth space	TOTAL \$ _____
	GRAND TOTAL \$ _____

***Vendors will provide their own tents, tables and chairs for the event.**

(Continued on next page)

Please make your checks payable to **Ka'onohi Foundation** with **SAF** in the memo section.

No post-dated checks will be accepted. Application will not be considered until after check is cleared.

The SAFC reserves the right to approve or deny any booth application, and the right to limit the number of applicants for any one type of goods/service, thereby protecting all vendors and maintaining diversity for the event.

I understand that any cancellation must be made in writing and postmarked by August 31, 2017. There are no refunds for cancellations after this date.

I and/or my organization/business agree to assume all risk and injuries arising out of or resulting from the use of the California Exposition facilities and/or properties located thereon, and further agree to make no claim whatsoever for injuries against the Ka'onohi Foundation, City of Sacramento, State of California, its agents or employees, arising as or resulting from the use of any booth(s), buildings, grounds, real property or personal property located thereon.

I/we shall be personally responsible, on behalf of myself and/or my organization/business, for any damages sustained to the grounds, buildings, or equipment because of the occupancy of said premises by myself and/or organization/business.

I/we agree to abide by and enforce the rules, regulations and policies of the Sacramento Aloha Festival as stated in the Terms and Conditions and this Vendor Application.

Signature: _____

Date: _____

Please return all required documents and payments to:

**Sacramento Aloha Festival
9903 Cortino Way
Elk Grove, CA 95757**

All applications must be received by Friday, September 29, 2017. No applications will be accepted after this date. This deadline will be strictly enforced. Mahalo!



HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate in the Sacramento Aloha Festival 2017, I and the members of my participating organization/business do hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the Sacramento Aloha Festival Committee, Ka'onohi Foundation, and their successors in interest, California Exposition and Fairgrounds, their committees, officers, agents, servants, volunteers or employees (hereinafter referred to as RELEASEES) and the State of California from any and all liability, claims, demands, actions and causes of action what so ever arising out of or related to any loss damage, or injury, including death, that may be sustained by me, my organization / business, or any of the property belonging to me or my organization/business, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while, in on, or upon the premises located at 1600 Exposition Blvd, Sacramento, CA 95815, where the activity is being conducted.

I and the members of my participating organization/business hereby AGREE AND INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to our organization's participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

We further understand that this Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion hereof is held invalid, we agree that the balance shall not with stand, continue in full legal force and effect.

IN SIGNING THIS RELEASE, WE ACKNOWLEDGE AND REPRESENT that we have read the foregoing Hold Harmless Agreement, understand it and sign it voluntarily as our own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; our authorized representative that has signed below is at least eighteen (18) years of age and fully competent; and executes this Release for full, adequate and complete consideration fully intending to be bound by same. Any deviation or amendment to this Agreement must be in writing and executed by both parties, including the Chief Operating Officer of SAFC. The duty of the participant to indemnify, defend and hold harmless includes the duties to defend as set forth in California Civil Code § 2778.

This must be submitted with your application.

Organization/Business: _____

Address/City/State/Zip: _____

Representative: _____ Title: _____

Signature: _____ Date: _____



VENDOR SELF-CHECKLIST

The following required items must be submitted in order for your application to be processed. Please place a check mark to indicate that the document is included with your application.

- ☐ Vendor Application
- ☐ Hold Harmless Agreement
- ☐ Copy of Business License*
- ☐ Copy of Seller's Permit issued by the State Board of Equalization*
- ☐ Evidence of Insurance (check one):
 - ☐ A copy of Certificate of Insurance (see requirements under "Liability Insurance")
 - ☐ I am purchasing insurance directly from Cal Expo.
- ☐ Check for booth fee, parking, and tables/chairs (payable to Ka'onohi Foundation)
- ☐ Separate check for cleaning deposit (payable to Ka'onohi Foundation)
- ☐ Self-addressed stamped envelope for cleaning deposit refund

FOR FOOD VENDORS ONLY (check one):

- ☐ Copy of Mobile Food Facility Permit
- ☐ Copy of Multi-Event Annual Permit
- ☐ I am applying for a Temporary Food Facility (TFF) permit:
 - ☐ TFF Information Sheet
 - ☐ TFF Menu Sheet
 - ☐ TFF Site Plan
 - ☐ Check for TFF Fee (payable to Ka'onohi Foundation)

** The Business License and Seller's Permit must be displayed in your booth on the day of the event. Food vendors must also display the TFF Self-Inspection Checklist.*

**Aloha Festival
California Exposition & State Fair
October 7, 2017
HAAS & WILKERSON
INSURANCE REQUEST**

Insurance requirements for:

List products sold or service provided:

Name of Owner

Address

City, State, Zip

E-Mail

Telephone Number

Fax Number

Haas & Wilkerson Insurance will provide General Liability coverage for licensees in the California Exposition & State Fair under a master insurance policy. Coverage for concessionaires and exhibitors includes public liability and property damage liability with a \$1,000,000 each occurrence limit and \$3,000,000 aggregate & products liability limit. Product liability is also provided. LIQUOR LIABILITY IS SPECIFICALLY EXCLUDED. General Liability coverage provided conforms with the requirements of the contractual agreement with California Expositions & State Fair. *This insurance is excess over any other valid and collectible insurance.*

Should you choose to participate in this voluntary insurance program, **please complete this form and mail it prior to September 18, 2017 with the appropriate premium to:**

California Expositions & State Fair
PO Box 15649
Sacramento, CA 95852
Attn: Shauna Parrish
(916) 263-1477 direct

LICENSEES INSURANCE PROGRAM:

General Liability coverage will be provided for the period of Aloha Festival only, October 7, 2017 to include set-up and tear-down.

PREMIUM COMPUTATION:

\$88.00 first booth, location or stand

\$ 88.00

Cal Expo Administrative Fee

\$ 12.00

Total PAID

\$ 100.00

NOT ACCEPTABLE FOR ENDORSEMENT ON THIS POLICY: Permanent Tattoos, **Henna Tattoos**, Body Piercing & Massages; Concerts/Promoters/Performers; Playground Equipment; Wheelchair/Stroller Rentals, **Medical/Dental Services/Screening/Testing**; Climbing Walls; Sales of Tobacco Products, **Herbal Supplements**, Autos or Auto Parts; Rodeo Events; Motorsports Events; Ice/Roller Skating; Child Care; Gun Shows; Haunted Houses; Mazes; Inflatable Amusements (includes Moonwalks, Bounces & Pillows); & Amusement Rides/Devices (includes Gyroscopes & Spaceballs), **Weight Loss/Stop Smoking Patches/Pills**.

Please issue coverage in accordance with this program.

Signature _____

Date _____