

SACRAMENTO *Aloha Festival*

Aloha!

On behalf of the Ka'onohi Foundation, we are excited to present the 10th Annual Sacramento Aloha Festival to be held on Saturday, October 3, 2020 from 9:00 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 nine 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. **Incomplete applications will not be processed**; please use the Resource 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 resources@sacalohafest.org. We hope that you will consider participating in the 10th Annual Sacramento Aloha Festival and sharing in an exciting and successful event.

Mahalo nui loa,

Mona Foster

Resource Vendor Coordinator
Sacramento Aloha Festival 2020
resources@sacalohafest.org

SACRAMENTO *Aloha Festival*

RESOURCE VENDOR TERMS AND CONDITIONS OF PARTICIPATION

Date and Hours of Operation

Sacramento Aloha Festival will be open to the general public on Saturday, October 3, 2020 from 9:00 a.m. to 6:00 p.m. Gates will open at 8:30 a.m. The opening ceremony is at 9:30 a.m.

2020 admission charge is \$5.00, children 10 and under are free. Vendors may request 2 comp tickets for a 10x10 booth and 4 comp tickets for a 10x20 booth. Additional tickets may be purchased at the regular price. Be sure to include the number of tickets you require on your application. Admission tickets are required only for ages 11+.

Set-up/Take-down/Clean-up

Exhibitors will be allowed onto the grounds for set-up on Friday, 10/2/20 3:00 p.m. - 7:00 p.m. and on Saturday 10/3/20 at 7:30 a.m. Booths must be set up and ready to open at 9:00 a.m. and must remain open and operational until 6:00 p.m. on Saturday 10/3/20. You may not break down your area and leave prior to 6:00 p.m. Anyone who does so will not be invited to participate in future events. Exhibitors are solely responsible for the take-down/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 removed by 8:30 a.m. and cannot return until approved by security after the close of the event, which will not be before 6:00 p.m. and will be strictly enforced by the SAFC and Security personnel.

Discounted parking passes are available for advance purchase at \$5.50 each. Discounted parking passes must be ordered and paid with your application.

Fees/Deposits

All fees must be paid in full at the time that the application is submitted. Please review the application form for the fee schedule and deadlines. Applications will not be processed until all fees and documents are received. Payments will be deposited immediately upon receipt, with the exception of the cleaning deposit which must be submitted as a separate check. This will remain un-cashed and will be returned to you after the Festival when your booth and surrounding area have been checked for litter or damage of any kind.

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.

All cancellations must be in writing and postmarked by September 18, 2020. No refund for cancellation after that date.

Booth Information

Booth spaces are available in 10'x10' or 10'x20'. For non-profit organization, reduced rates are extended, with proper proof of non-profit status and identification number.

You must provide your own canopy (maximum 15' high, preferably white and in good condition), tables, table covering, chairs, supplies and materials needed. You may optionally rent one (1) table and two (2) chairs.

All tents/canopies must be, a) inherently fire resistive and labeled as such; or b) Treated by an SFM licensed applicator. If the booth is owner occupied, it may be treated by the owner with an SFM approved fire retardant chemical (empty can and dated sales receipt may serve as proof).

Electricity is limited and provided on a first come first serve basis. If you need electricity, please check this box on your application. Space assignments will be made at the sole discretion of the SAFC.

All exhibit 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.

Exhibitors 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.

AD Space

If you would like to purchase ad space in the 2020 Sacramento Aloha Festival Program, please check sacalohafest.org for the application and information.

Sponsorship

If your organization is interested in becoming a sponsor for this years' event, please check sacalohafest.org for the application and information.

Event Handouts and Advertisement

Vendors are prohibited from handing out flyers or otherwise advertising their product or service, outside of the space designated.

Raffle Donations

We are accepting donations to be given away in our raffle. If you have something to contribute, please note in your application. The Resource Coordinator will coordinate with you to receive your donations.

Subletting

Absolutely NO sub-leasing of your booth space or surrounding areas is permitted. 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.

Items for Sale

Resource Exhibitors may not sell any merchandise at their booth. Merchandise that creates excessive trash may not be distributed (i.e. poppers, streamers, eggshells, sawdust, etc.) Food items may not be sold nor sampled at booths unless pre-packaged and approved prior to the event. Any discrepancies from the approved application may result in product removal per SAFC.

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. Exhibitors 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. However, you may reserve a space in the RV park and stay overnight in an RV or trailer. Spaces are limited and are on a first-come, first-serve basis and are solely handled by Cal Expo. For further details, visit: <http://www.calexpo.com/htm/rv-park.asp>, call toll free: (877) 225-3976, or e-mail rvpark@calexpo.com.

Fire and Life Safety Requirements

All participants must be in compliance with State Fire Marshal regulations. Please thoroughly review the State Fire Marshall Trifold Brochure (available at <http://www.sacalohafest.org>). The SAF Fire & Life Safety Form (included in application) must be completed, signed, and submitted along with your other mail-in items.

A copy of the "Fire & Life Safety Form" must be displayed in your booth on the day of the event.

If you have any questions regarding the State Fire Marshal requirements, please contact our Safety Coordinator, Mike Hakari, at safety@sacalohafest.org, 916-708-7458. Participants are NOT authorized to contact the Office of the State Fire Marshal directly.

Festival Liability

Involvement in the Sacramento Aloha Festival is at your own risk. All vendors must agree to, sign, and return the Hold Harmless Agreement that is included in the application.

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.

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 Resource Vendor Coordinator at resources@sacalohafest.org

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RESOURCE VENDOR APPLICATION

Organization/Business: _____

Contact Person: _____ Title: _____

E-Mail Address: _____ Website: _____

Address/City/State/Zip: _____

Primary Phone: _____ Day of Event Phone: _____

Non-Profit ID # (if applicable) _____

Please provide a description of what you plan to exhibit, including the kinds of items, photos of your booth, and samples. It is the intent of the SF to have the greatest variety of exhibits possible with little or no duplication. Quality of exhibit will also be screened to maintain a high standard. *Add sheet if necessary.

___ 10'x10' booth space(s) \$150.00	TOTAL \$ _____
___ 10'x20' booth space(s) \$250.00	TOTAL \$ _____
___ 10'x10' booth space(s) \$75.00 (non-profit organization)	TOTAL \$ _____
___ 10'x20' booth space(s) \$125.00 (non-profit organization)	TOTAL \$ _____
___ 10 amp power outlet \$30.00	TOTAL \$ _____
___ One table and two chairs at \$30.00	TOTAL \$ _____
___ Parking passes at \$5.50 each	TOTAL \$ _____
___ Admission tickets at \$5.00 each	TOTAL \$ _____
___ Comp admission tickets (2 per 10x10 or 4 per 10x20)	TOTAL \$ _____ N/C _____

GRAND TOTAL \$ _____

Please enclose a separate booth space 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 3, 2020.

___ Cleaning deposit \$25.00 per booth space	TOTAL \$ _____
	GRAND TOTAL \$ _____

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

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 September 18, 2020. 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.

I would like to donate an item to be included in the SAF 2020 Raffle prizes.

Signature: _____

Date: _____

Please return all required documents and payments to:

**Sacramento Aloha Festival
Attn: Mona Foster
7004 Burnham Drive
Citrus Heights, CA 95621**

**On-time applications must be postmarked no later than Wednesday, September 3, 2020.
Late applications postmarked September 4 - September 19 will be charged late fee of 10% of the total amount.
No applications will be accepted after September 19, 2020.**

Mahalo!

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HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate in the Sacramento Aloha Festival 2020, 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'ono'hi 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 whatsoever 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, DEFEND 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 withstand, 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.

Organization/Business: _____

Address/City/State/Zip: _____

Representative Name: _____ Title: _____

Signature: _____ Date: _____

This must be submitted with your application.

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FIRE & LIFE SAFETY FORM

I and the members of the following participating organization/business: _____ ,
hereby:

_____ (Initial)
Confirm that the Sacramento Aloha Festival Committee (SAFC) has provided our organization/business with a copy of the Fire & Life Safety Division - Special Events and/or DAA Events trifold brochure published by the State of California Office of the State Fire Marshal (hereafter referred to as "SFM Trifold Brochure").

_____ (Initial)
Confirm that we have read the SFM Trifold Brochure and understand the fire & life safety compliance requirements contained within the SFM Trifold Brochure.

_____ (Initial)
Understand that all questions relating to fire & life safety for the Sacramento Aloha Festival must be directed to SAFC's Safety Coordinator (safety.sacalohafest@gmail.com). Due to hourly fees billed by the State Fire Marshal, participating organizations/businesses are not authorized by SAFC to contact the Office of the State Fire Marshal directly regarding Sacramento Aloha Festival. Furthermore, we understand that all fees billed to SAFC by the Office of the State Fire Marshal resulting from unauthorized contact will be billed to the participating organization/business responsible for the unauthorized contact.

_____ (Initial)
Understand that we are fully responsible for compliance with all fire & life safety requirements for our booth. Furthermore, we understand the SAFC bears no responsibility for fire & life safety compliance related to our booth. Any fees billed to SAFC related to bringing a non-compliant booth into compliance will be billed to the participating organization/business responsible for the non-compliance.

_____ (Initial)
Understand that we are required by the State Fire Marshal to complete the self-inspection checklist from the SFM Trifold Brochure and display the completed self-inspection checklist in our booth prior to event opening.

_____ (Initial)
Understand that all festival canopies/tents and fabric decorations must comply with the State Fire Marshal's booth construction requirements.

- Canopies/tents and fabric decorations must have an affixed label certifying it is inherently fire resistive.
- Canopies/tents and fabric decorations without a fire resistance certification label must be treated with flame retardant chemical using one of the options listed below.
 - Professionally treated by a [State Fire Marshal Licensed Applicator](#) (with proof of professional treatment is required to be present in the booth during the event) or,
 - Self-treated by owner with a [State Fire Marshal Approved Flame Retardant Chemical](#) (empty fire retardant chemical can and dated receipt are required to be present in the booth during the event as proof of self-treatment).

_____ (Initial)
Understand that open flames in booths is strictly prohibited by the State Fire Marshal. Use of Sterno cooking fuel (or similar food heating products with open flame) is not allowed in booths, including food booths.

Understand that the State Fire Marshal requires fire lanes to be free and clear of obstructions at all times during the event. All participating organizations/businesses (including food vendors) are required to park vehicles in designated parking areas and are not allowed to park vehicles directly adjacent to booths during the event. Parking of supply vans directly behind booths (including food booths) during the event is strictly prohibited by the State Fire Marshal.

(Initial)

Understand that our booth may be subject to field inspection by the State Fire Marshal. Professionally treated and self-treated owner-occupied canopies/tents may be subject to a higher level of scrutiny during SFM field inspection that may include trimming a piece from the canopy/tent to test flammability. Areas of noncompliance found by the State Fire Marshal during their inspection may be subject to (but not limited to) a warning, immediate correction of any areas of non-compliance, breakdown of non-compliant structures/items, and/or closure of the booth. We understand the SAFC is not responsible for any damage to our personal property and/or decisions made by the State Fire Marshal as a result of the State Fire Marshal's fire & life safety field inspection of the festival.

(Initial)

Agree to indemnify, defend and hold harmless SAFC from and against all liabilities, damages and costs (including settlement costs, fines, penalties, and reasonable attorneys' fees and costs) resulting from a third party claim or action arising out of or related to our organization's/business's gross negligence, or noncompliance with applicable laws, rules and regulations, including but not limited to the fire & life safety requirements contained within the SFM Trifold Brochure.

(Initial)

Organization/Business: _____

Address/City/State/Zip: _____

Representative: _____ Title: _____

Signature: _____ Date: _____

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RESOURCE 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.

___ Resource Vendor Application

___ Hold Harmless Agreement

___ Proof of Non-Profit status (if applicable)

___ 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 return of cleaning deposit, *or*

___ I am not including an envelope and authorize you to shred my cleaning deposit check.

___ Completed Fire & Life Safety Form