

SACRAMENTO *Aloha Festival*

Aloha!

On behalf of the 2022 Sacramento Aloha Festival Committee (SAFC), we would like to invite you to our 11th Anniversary Sacramento Aloha Festival on September 17, 2022 from 10:00 am to 7:00 pm. This years festival is at the Gold Country Fairgrounds and Event Center, located at 209 Fairgate Road, Auburn, CA 95603. Gates will open at 9:30 am and the opening ceremony will be held at 10:30 am.

2022 admission charge is \$5.00, children 10-under and seniors 65+ are free. We are anticipating a very large turnout. The following events will be featured:

- Native Hawaiian and Pacific Islander entertainment
- Educational, Health and Community Awareness Exhibits
- Cultural Dance and Crafts Workshops
- Speakers and Presentations
- Keiki Korner – Children’s Arts & Crafts and Educational Info
- Merchandise Vendors
- Food and Beverages

Mahalo to those businesses and organizations who are considering participating in this years event.

Should you choose to participate, please read and understand the “**Terms and Conditions of Participation**” before filling out and submitting your application.

Booth space is limited and is anticipated to fill up quickly. Applications will be reviewed on a first-come, first-accepted basis and will be carefully examined for excessive duplications and to ensure a reasonable Polynesian connection. I urge you to please submit your application as early as possible to have the best chance of acceptance.

On behalf of the entire event staff, I thank you for your interest and consideration in this event. I look forward to working with you to ensure we have another successful festival.

Mahalo nui loa,

Mona Foster, Founder
Ka`ōnohi Foundation
Sacramento Aloha Festival 2022
resources@sacalohafest.org
(916) 996-6602

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, September 17, 2022 from 10:00 am to 7:00 pm. Gates open at 9:30 am; opening ceremony is at 10:30 am.

2022 admission charge is \$5.00, children 10-under and seniors 65+ are free. Vendors may request up to 4 complimentary admission tickets with the rental of a 10x10 booth or 8 complimentary tickets with the rental of a 10x20 booth. This is for your working staff members only, and only required for ages 11-64.

Set-up/Take-down/Clean-up

Exhibitors will be allowed onto the grounds for set-up on Friday, 9/16/22 from 12:00 noon to 7:00 pm and on Saturday, 9/17/22 beginning at 7:00 am. Booths must be set up and ready to open at 10:00 am and must remain open and operational until 7:00 pm on Saturday 9/17/22. You may not break down your area and leave prior to 7:00 pm. 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 9:30 am on 9/17/22 and cannot return until approved by security after the close of the event, which will not be before 7:00 pm. This will be strictly enforced by the SAFC and Security personnel. All vendors using the vendor lot must have vehicles parked by 9:30 am. No auto access to that lot is allowed after 9:30 am.

Fees/Deposits

All fees must be paid in full at the time that the application is submitted. Please review the application 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). To have your deposit check returned, the following must be completed:

- All trash removed from your assigned area and deposited in dumpster.
- Assigned area is cleaned of all products and debris.
- When cleaning requirements are completed, contact the Resource Vendor Coordinator for inspection and approval, at which time your deposit check will be returned to you.
- Vendor use of trash cans intended for public use is not allowed at any time.

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 phone or 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 cancellation requests must be in writing and postmarked by August 6, 2022. There will be no refunds for cancellations after August 6, 2022.

Booth Information

Booth spaces are available in 10'x10' or 10'x20'. You must provide your own tables, table covering, chairs, supplies and materials needed.

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.

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.

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.

Business License

All vendors must submit a copy of their valid Business License with their application. For more information contact the Board of Equalization at: <https://www.cdtfa.ca.gov/taxes-and-fees/faqseller.htm>

Workers Compensation Insurance

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

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, eggshells, sawdust, etc.) Any discrepancies from the approved application may result in product removal per SAFC. Food items will be reviewed in order to prevent duplication and ensure diversity.

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 alcoholic beverages. These may not be sold at any other booth, unless prior arrangements have been made with the 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. 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 Ka'ōnohi Foundation will provide security for the day of event from 9:00 am to 8:00 pm. One security guard will be on duty overnight, but it is your responsibility to tightly enclose your booth to protect your 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 Gold Country Fairgrounds and Event Center. For further details, visit: <http://goldcountryfair.com/rv-camping/>.

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 (see application). 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.

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'ōnohi Foundation
- Placer County, Gold Country Fairgrounds and Event Center

You also have the option to purchase insurance directly from Gold Country Fairgrounds and Event Center if you do not have your own insurance. Please send your Insurance Request Form and payment directly to Gold Country Fairgrounds and Event Center at the address on the form.

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.

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 Gold Country Fairgrounds and Event Center.
- Smoking is confined to designated smoking areas in the upper parking lot.

For questions or concerns:

Contact the Resource Vendor coordinator at resource@sacalohafest.org.

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RESOURCE EXHIBITOR APPLICATION

Education, Health & Community Awareness

Organization/Business: _____

Non Profit ID # : _____ Website: _____

Contact Person: _____ Title: _____

Phone: _____ eMail: _____

Address/City/State/Zip: _____

Day of Event Contact: _____ Phone: _____

Description of what you plan to exhibit including: the kinds of items, photos of your booth and samples. It is the intent of the SAF to have the greatest variety possible with little or no duplication. Exhibits will also be screened to maintain a high standard of quality. Add additional sheet if necessary.

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'ōnohi Foundation
- Placer County, Gold Country Fairgrounds and Event Center

If you do not have your own insurance, you may purchase insurance directly from Gold Country Fairgrounds and Event Center. Please send your completed Insurance Request Form along with other required documents.

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 cancellation requests must be in writing and postmarked by August 6, 2022. There will be no refunds for cancellations after August 6, 2022.

The SAFC reserves the right to approve or deny any application, and the right to limit the number of applicants for any one type of exhibit thereby protecting all exhibitors and maintaining diversity for the event

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Resource Exhibitor Fees			
Booth Space			
10'x10'	<input type="checkbox"/> \$150 Regular	<input type="checkbox"/> \$75 Non-Profit	\$
10'x20'	<input type="checkbox"/> \$250 Regular	<input type="checkbox"/> \$125 Non-Profit	\$
Ad Space			
Business card size	<input type="checkbox"/> \$100		
1/4 Page	<input type="checkbox"/> \$175		
1/2 Page	<input type="checkbox"/> \$325		
Full page	<input type="checkbox"/> \$625		
Other Items			
Electricity, 10 amp power outlet per booth space	<input type="checkbox"/> \$40		
CFSA Insurance (attached completed form)	<input type="checkbox"/> \$25		
One pass for Vendor Parking lot	<input type="checkbox"/> \$3.50		
Admission tickets (max 4 w/10x10 or 8 w/10x20)	Qty _____		N/C
Late fee, If postmarked 8/18/22-8/23/22	<input type="checkbox"/> 10%		
Total Fees Due			\$
Cleaning Deposit			
10'x10'	<input type="checkbox"/> \$25		\$
10'x20'	<input type="checkbox"/> \$50		\$
Total Deposit Due (separate check)			\$
Checks payable to Ka'onohi Foundation			

Checklist for Mailing in Completed Application:

- Completed application
- Certificate of Insurance or CFSA Insurance application
- Completed and signed Fire Life Safety form
- Completed and signed Hold Harmless Agreement
- Copy of Business license
- Copy of Non-Profit ID (if applicable)
- Payment for fees due
- Separate payment for cleaning deposit

Mail application, payment, and required documents to:

Mona Foster
SAF 2023 Community Resource Vendor Coordinator
7004 Burnham Drive
Citrus Heights, CA 95621

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HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate in the Sacramento Aloha Festival 2022, 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'ōnohi Foundation, and their successors in interest, Gold Country Fairgrounds and Event Center, their committees, officers, agents, servants, volunteers or employees (hereinafter referred to as **RELEASEES**) the county of Placer, 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 1273 High Street, Auburn, CA 95603 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: _____

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FIRE & LIFE SAFETY FORM

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

(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.org). 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.

(Initial)

Parking of supply vans directly behind booths (including food booths) during the event is strictly prohibited by the State Fire Marshal.

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

(Initial)

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.

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: _____

CFSA EVIDENCE OF COVERAGE AND ACKNOWLEDGEMENT FORM

**COVERED SPECIAL
EVENT OPERATOR:**

As specified on the
Special Events Coverage Receipt

ISSUED BY:

California Fair Services Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95815

DESCRIPTION OF OPERATIONS: SPECIAL EVENTS COVERAGE; LESSEES, CONCESSIONAIRES, EXHIBITORS AND OTHER SPECIAL EVENT OPERATORS.

Coverages: The California Fair Services Authority pooled Special Events liability program will provide general liability coverages for special event users of facilities at designated fairgrounds. Coverage will be provided pursuant to Section 6516.5 of the California Government Code and applicable Special Events Program Memorandum of Coverage*. See Special Conditions/Restrictions below for explanation of coverage provided. **THIS COVERAGE IS SECONDARY TO ANY OTHER TYPE OF INSURANCE THE COVERED SPECIAL EVENT OPERATOR MAY HAVE ACCESS TO INCLUDING HOMEOWNERS AND/OR BUSINESS INSURANCE.**

GENERAL LIABILITY

- Commercial General Liability
- Occurrence Form
- Special Conditions as Noted Below

Automobile risk is not covered hereunder.
Damage to or loss of fair property is not covered hereunder.

- Limits are \$1,000,000 Per Occurrence, inclusive of defense costs.
- Protection for liability from bodily injury, property damage, personal and advertising injury and products provided under the Memorandum* Stating the Terms and Conditions of the Special Events Program Administered by CFSA.

COVERED SPECIAL EVENT OPERATORS - LESSEES, CONCESSIONAIRES, EXHIBITORS, OR OTHER SPECIAL EVENT OPERATORS, AS SPECIFIED ON THE SPECIAL EVENTS COVERAGE FORM ATTACHED.

Additional Covered Entities and Individuals - The State of California, California Fair Services Authority, District Agricultural Associations, County Fair, County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition & State Fair, or Entities (public or non-profit) operating California Designated agricultural fairs, their respective directors, officers, agents, servants and employees; but only as respects the negligence and resulting liability emanating from operations performed at the facilities rented or leased to Covered Special Event Operator, as specified on the Special Events Coverage Receipt form attached.

SPECIAL CONDITIONS/RESTRICTIONS/OTHER COVERAGES:

- The CFSA Special Events Program is a pooled liability program, operated pursuant to Government Code Section 6516.5 and applicable Memorandum of Coverage*. Section 6516.5 provides that the aggregate payments made under the Program cannot exceed the amount available in the pool. Therefore, the \$1,000,000 per occurrence limit provided under the Program is the most that could be paid on a particular claim. Payments for liability losses for all program participants may not exceed the amount available in the pool. Thus, when the pool covers a participant's loss, the pool's available monies shrink by that amount. It is possible, therefore, that available funds at any given time might be less than the amount of a valid claim or claims.
- Coverage applies hereunder for only the specific dates and operations as indicated on the Special Events Coverage Receipt form.
- As to lessees, concessionaires, exhibitors or other special event operators only, coverage is excess over any other valid and collectible coverage.
- Products coverage is limited solely to food and beverage concessionaires.
- All matters regarding accidents or claims should be reported to the fair manager and California Fair Services Authority, Attention Claims Department, 1776 Tribute Road, Suite 100, Sacramento, California 95815, (916) 263-6171.

***A copy of the applicable Special Events Program Memorandum of Coverage is available from the Fair or by contacting California Fair Services Authority, (916)-263-6145.**

I, _____ (Special Event Operator), have read and understand the above Evidence of Coverage.

Special Event Operator Signature _____

Date _____