

Punjabi American Heritage Society

Punjabi American Festival 2010

May 30, 2010

11:00 a.m. – 7:00 p.m.

Yuba Sutter Fairgrounds

442 Franklin Avenue, Yuba City, CA 95991

<http://www.punjabiamericanheritagesociety.com>

Vendor questions: E-mail punjabiamerican@gmail.com or Call (530) 844-0247

Make Check Payable to:
Punjabi American Heritage Society

Return Completed Vendor forms to:
Punjabi American Festival 2010
Attn: Ravie Aujla
520 Ohio Street
Gridley, CA 95948

Applicant Name
Business Name
Business Address, City, State, Zip
Contact Phone (Cellular)
Email Address

What will you be selling (Describe)	What is the approximate price range?

Food Vendors, Please apply for temporary food license from the Health Department at least 2 weeks before the event date. A form is attached. Punjabi American Heritage Society will need a copy of this license before you will be allowed to sell any food items. A copy of your liability insurance will also need to be provided. Note, the following items may be sold for **no** more than \$4 (FOUR) DOLLARS per plate; 2-Samosas + Chole (2 ਸਮੋਸੇ+ਛੋਲੇ), Alu tikki + Chole (ਆਲੂ ਟਿੱਕੀ+ਛੋਲੇ), Veg. Pakora (ਪਕੌੜੇ), Jalebi Plate (ਜਲੇਬੀ ਪਲੇਟ), 2 Pizza slices. The following items may be sold for **no** more than \$5 (FIVE) DOLLARS per plate: Fish Pakora, Chicken items, and Chole/Pathuray (ਛੋਲੇ-ਭਟੂਰੇ).

Punjabi American Heritage Society

Vendor Booth Charges and Additional Information

Booth Category	Booth Size (In Feet)	Booth Charges (Select One Box)	Tent Charges (Optional)	Included
Informational (Non-Sale or Religious)	10x10	\$150.00 <input type="checkbox"/>	\$150.00 <input type="checkbox"/>	Two Tables Two Chairs Two Tickets/Entry passes
General merchandise (Non-food items or prepackaged food items only – includes popcorn, hot dogs, nachos).	Select desired location from MAP	\$250.00 <input type="checkbox"/>	\$150.00 <input type="checkbox"/>	Two Tables Two Chairs Two Tickets/Entry passes
Food (Ice Cream)	10x10	\$350.00 <input type="checkbox"/>	\$150.00 <input type="checkbox"/>	Two Tables Two Chairs Two Tickets/Entry passes
Food (Non-prepackaged or cooked onsite items)	10x10	\$500.00 <input type="checkbox"/>	\$150.00 <input type="checkbox"/>	Three Tables Four Chairs Four Tickets/Entry passes

NOTE:

- All food vendors must obtain permit from the city to sell the edible items on the festival grounds.
- All food vendors need to provide a copy of their liability insurance with PAHS listed as additional insured for the day of the event.
- **If vendors want to use their vehicle (van, car or small trailer) as storage next to their booth throughout the day, then there will be additional \$50.00 charges for vehicle parking (this parking fee does not apply to ice cream truck vendors). Otherwise all vehicles must unload and leave the festival ground by 10:00 AM festival day or they will be towed at the owners expense.**

Please check the booth category/booth size, and indicate whether you need a tent provided in the boxes above.

Will you need a vehicle permit to keep your vehicle on the festival grounds (\$50 parking fee)? YES _____ or NO _____

TOTAL AMOUNT BEING PAID: _____

GENERAL MERCHANDISE CATEGORY - PLEASE SEE THE ATTACHED MAP AND SELECT YOUR DESIRED BOOTH NUMBER

First Choice _____

Second Choice _____

Punjabi American Festival 2010 – Vendor Application

For more information, please visit <http://www.punjabiamericanheritagesociety.com>

Vendor questions: E-mail punjabiamerican@gmail.com or Call (530) 844-0247

Terms and Condition

- A. Each vendor will receive a limited number of vendor passes, dependent upon the size and type of booth being purchased. These passes which will be distributed at vendor entrance gate. Additional members **MUST** purchase tickets at normal price.
- B. Vendors are not allowed to sell alcoholic/non-alcoholic beverages. **Alcoholic Drinking is not allowed on Festival grounds.** Being intoxicated on the Festival grounds property is not allowed.
- C. Vendors will **not** sell sodas, drinks, juices, or water. Those items are sold solely by PAHS.
- D. Food Vendors are required to meet Fire Safety, Health Standard and other permits as per requirement of local government agencies for the festival venue. If bringing your own tent, it must meet Public Health and Safety standards.
- E. Vendors are responsible for obtaining tax identification numbers, payment of taxes, license fees, or any other charges that shall become due to any governmental authority in connection with their activities at the festival event.
- F. Punjabi American Heritage Society, henceforth PAHS, reserves the right to refuse participation to any vendor
- G. Vendors are responsible for their own liability insurance.
- H. Vendors will not sell fire crackers, stink bombs, toy guns and pistols with & without crackers, any item that can be used as or perceived as a weapon.
- I. Vendors are NOT allowed:
 - 1. To use any kind of audio (Public address) system including speakers, microphones, etc.
 - 2. To display banners of size larger than 7 feet wide and 3 feet high.
 - 3. To distribute literature or souvenirs from outside the boundaries of their booth.
 - 4. To pursue any fund raising by any means or reselling or subletting of booth space.
- J. Vendor will be charged an additional amount:
 - 1. If PAHS has to incur additional cleaning expenses to clean the vendor booth area
 - 2. If the properties/articles provided by PAHS to the vendor are returned broken/damaged or NOT returned at all
 - 3. If PAHS has to incur any fines/penalties due to the negligence of the vendor
 - 4. If any action on the part of the vendor results in an additional out-of-pocket expense to PAHS
- K. If the vendor owes PAHS any amount over and above the deposit, PAHS is allowed to pursue the vendor through collection agencies, if payments are NOT made to PAHS within 30 days of the invoice. All charges incurred on collection will be borne by the vendor.
- L. NO REFUND of booth fee
- M. Full amount of booth fee and deposit will be refunded if PAHS cancels the event.
- N. NO rain-checks will be issued in case of any bad weather on the days of the event
- O. Vendors/Exhibitors will make payments via check, cashiers check or money order made payable to "Punjabi American Heritage Society".
- P. A returned check fee will be assessed at \$30 per check. Vendors having returned checks, will be allowed to register ONLY with a payment made through a cashiers check.
- Q. "Punjabi American Festival" is a community and family oriented event. Exhibitors are expected to honor this and only exhibit items which are generally accepted at family events. PAHS reserves the right to deny any exhibitor agreement and/or take appropriate measures to ensure wholesome family fun. PAHS reserves the right to expel any vendor from the Festival for boisterous conduct, misrepresentation of display exhibits and items sold illegal activity, failure to obey vendor rules and regulations as listed in this document, and failure to comply with any reasonable request made by the PAHS Planning and executive Committee. Members of the Planning Committee reserve the right to confiscate any and all property of vendors who have violated any of the above provisions and who refuse to leave the festival grounds in cases of expulsion. Upon signing the enclosed contract, vendors agree that no legal recourse can be taken if the Festival rules have been violated.

- R. PAHS reserves the right to forfeit, any rented exhibitor's space that remain unoccupied on the opening day or on failure to make proper payment, to rent said space to any other exhibitor, or use said space in any other manner PAHS feels necessary. This clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in the contract for space rental should PAHS not resell the space. When a space application is accepted and space is assigned, the exhibitor is liable for full payment.
- S. Neither PAHS, nor its agents or representatives will be responsible for any injury, loss or damage that may occur to the exhibitor or the exhibitor's employees or property from any cause whatsoever. Under no circumstances will PAHS be liable for lost profit or other incidental or consequential damages. Exhibitors shall obtain, at their own expense, adequate insurance against any such injury, loss, or damage. PAHS shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, terrorism, or any other cause beyond its control. Anyone visiting, viewing, or otherwise participating in the exhibitor's exhibit is deemed to be the invitee or licensee of the exhibitor, rather than the invitee or licensee of PAHS. PAHS shall not be liable for any injury to, or loss of, property of the exhibitor or injury to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the exhibitor. Exhibitors assume full responsibility and liability for the actions of their agents, employees of independent contractors, whether acting within or without the scope of their authority and agree to hold harmless PAHS and the festival grounds from responsibility for liability resulting directly, or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees, or independent contractors, whether within or without the scope of authority. There is not an other agreement or warranty between the exhibitor and PAHS except as set forth in this document. The rights of PAHS under this contract shall not be deemed waived, except as specifically stated in writing and signed by an authorized officer of PAHS The vendor agrees by the signed application and contract to indemnify PAHS against all liability resulting from negligence of the vendor, his/ her agents, or employees, and shall reimburse the PAHS for any loss or expense incurred by the PAHS for reasons of such negligence. All food vendors must provide PAHS with a copy of their liability insurance with PAHS listed as additional insured for the day of the event. No exceptions.
- T. In case the grounds are damaged or destroyed by fire, elements, or any other cause, or if circumstances shall make it impossible for PAHS to permit an exhibitor or exhibitors to occupy the space assigned during any part or the whole of the period covered, then during such circumstances, PAHS will not be liable for the fulfillment of this contract as to the delivery of space and the exhibitor shall be reimbursed a proportionate share of the space rental.
- U. When any exhibit is discontinued for reasons of the violation of any of the aforementioned rules and regulations, the Exhibitor shall not be entitled to a refund of any monies paid to PAHS. PAHS shall not be responsible for any expenditures attendant to such termination.
- V. All points not covered here are subject to decisions by PAHS

Punjabi American Heritage Society

Hours of business for the Festival will be as follows:

May 23, 2010, Sunday 11 a.m. — 7 p.m.

All vendors are required to check in at the Vendor Registration to get their booth designations **prior** to setting up their booths. Payments are due in advance. No payment=no setup.

- A. Vendors needing extra time, may setup their booth on Saturday, May 22rd between 3:00 PM – 7:00 PM.
- B. Loading and Unloading - Motor vehicles will be allowed at the exhibit area for loading and unloading purposes only. Unloading may begin at 7.00 am on Sunday. All vehicles must be out of the exhibit areas by 10:00 am on Sunday. Vendors arriving after these times will not be allowed to drive on under any circumstances. Vehicles will not be permitted to reenter the exhibit area for loading until after the Mela is officially over on Sunday.
- C. Vendors will **NOT** be allowed to bring in vehicles to load/unload materials once the festival has started. Vehicles **will be** towed by the venue staff and strict fines will be imposed for offenders.
- D. Exhibitors are solely responsible for their own exhibits and material and should insure the exhibit against loss or damage from any causes whatsoever. All property of an exhibitor is understood to remain in their care, custody, and control in transit to and from and within the confines of the exhibit grounds. PAHS will not be liable for the safety and/or preservation of the exhibit material against fire, accident, theft, or any loss or injury whatsoever. Vendors are also liable for the delivery, handling and removal of their own display and items to be sold.
- E. Adequate security will be provided. It is the responsibility of the vendors to be present when the doors are opened. PAHS takes no responsibility or liability for any damage, theft, or destruction to items placed in storage.
- F. All construction and dismantling of exhibits must be carried out during the times stipulated in the Loading and Unloading section. No exhibit may be erected after the exhibition opens, or dismantled before the official break-down time.
- G. Decorations and cleanup of the booths is the responsibility of the vendors.
- H. No makeshift or hand scribbled signage is allowed. All signage should look professional and identify the individual, company or organization. Signage should include Food Menu and Prices. Exhibitor materials, signs, and displays are prohibited in any area other than the booth assigned, unless approved in advance by PAHS and site facility management.
- I. Whenever possible crates or boxes will be stored under cover. PAHS assumes no responsibility for damage or loss of packing boxes or crates.
- J. Exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others.
- K. Vendors will have to list all items they intend to sell in the festival. PAHS will have the right to enforce the sale of **ONLY** those items that have been listed for sale. Vendors not complying with the same will be asked to leave the premises or discontinue the sale.
- L. All points not covered here are subject to decisions by PAHS

I/we the applicant(s) have read and agreed to all terms and conditions of this package. In addition, we the participants, expressly release PAHS and the owner of the Festival sites of and from any and all liability for any theft, damage, injury or loss to any persons or goods, which may arise from the licensing and occupation of exhibition space by us.

Signature of Owner/Manager

Print Name

Date

IMPORTANT

ALL FOOD VENDORS MUST SUBMIT A SUTTER COUNTY - EVENT FOOD PERMIT

Please complete a county application and submit their \$30 fee for processing. This application must be submitted at least 2 weeks before the event.

PAHS will require a copy of the permit or receipt from Sutter County in order for you to sell FOOD at the event. NO EXCEPTIONS!

**For any Vendor questions:
E-mail punjabiamerican@gmail.com
or
Call (530) 844-0247**

Yuba-Sutter Fairground
Punjabi American Festival Vendors Layout

- Important:**
- * Sale of water or soda by any vendor is strictly prohibited
 - * Booths 403, 411, 412 & 504 are strictly 10'x10' in size
 - * All Informational Booths (100 Series) are 10'x10' in size
 - * Booths 301-304 are 20'x10' in size
 - * Booth 401 is 15x15; 404 & 413 are 10'x20',
 - * Booths 402, 414, 501, 505, and 506 are 15'x20' in size

