



# 3<sup>RD</sup> INTERNATIONAL LAO NEW YEAR FESTIVAL (ILNYF)

ເທສກາຣມະຫາສິງກາຣປີໃໝ່ລາວນາງຊາດ ★ Celebrate, Collaborate, Educate & Advocate

Day Festival: San Francisco's UN Plaza ★ Evening Gala: St. Mary's Cathedral ★ Saturday, April 30, 2011

## Terms and Conditions

- Full payment due upon submission of application**
- Deadline March 21, 2011 for food booths only**
- Acceptance:** Upon revision and approval of your application, ILNYF will notify you of your acceptance status. **ILNYF reserves the right to refuse any applications that do not meet the mission and vision of ILNYF.**
- Orientation Training:** The San Francisco Department of Public Health (SFPDH) requires all Food Vendors to attend a required Food Safety Orientation Meeting one month before the Festival. At the Meeting each Vendor must show that at least one member of the Vendor's business or organization has attended a Food Safety Course offered by their city or county, and must show the Food Safety Certificate that they have received from the course. A representative from the Festival will provide all the details of this orientation. The city will not allow any vendor to sell food if he/she fails to attend this orientation.
- Space Assignment and Vendor Packets:** Accepted vendors will be sent their space assignment and information packets by April 18, 2011. Booth locations and availability are based on a first come first served basis. There are up to 100 booths.
- Booth and Tables:** One (1) 10'x 10' white booth with 3-sided panel will be erected for you, including 2 chairs and 1 table.
- Hours:** Load in time is 6AM—10AM; Food booths ready for inspection by 9AM. Hours of operations are from 10AM—5PM; Breakdown is from 5PM—7PM
- Food Sales:** All food sales need to be in strict compliance with the rules and regulations of the California's Department of Public Health and city of San Francisco. *Security deposit of \$200 will be returned within two weeks after New Year upon inspection by Festival Committee before you leave & clearance by Park & Rec inspection.*
- Electricity:** Please make sure to mark the appropriate box if you will need an electrical outlet. Further details will be mailed to you with the confirmation of your acceptance status.
- Lost Items:** ILNYF is not responsible for any items lost or stolen during the festival.
- Cancellation of Event:** ILNYF shall not be liable for any loss or damage for cancellation of the event, failure to deliver possession of the Premises or requested equipment or its failure to perform any other obligations hereunder, due to any circumstances beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, power failures, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid, or any other similar or different contingency.
- Cancellation and Refunds:** Cancellations before March 11, 2011, will receive 50% of your application fee within 30 days following the event. Vendor no-shows will not be refunded. No refunds after March 11, 2011.
- Limitation of Liability:** ILNYF's liability under this Agreement shall be limited to the amount of the fees paid by the Applicant. In no event shall ILNYF be liable for any incidental, special, consequential, or exemplary damages, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF USE OF EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF REPLACEMENT EQUIPMENT, and DOWNTIME COSTS OR CLAIMS OF CUSTOMERS OF APPLICANT. The foregoing waiver provisions shall apply to the fullest extent permitted by law and regardless of fault. As an inducement to ILNYF to enter into this Agreement, Applicant assumes all risks and liabilities whatsoever in connection with its use of the premises and agrees to be solely responsible for the security of all of its own property and of personal property under its custody and control in the premises and for any repairs to or replacement or compensation for such property which may arise out of any theft, loss or damage thereto, and ILNYF shall have no responsibility thereafter.
- ILNYF's Termination Rights:** ILNYF shall notify the undersigned of any breach of the contract terms as soon as reasonably possible. Upon notification, ILNYF may at its options immediately terminate, cancel or suspend this contract, and thereafter. ILNYF shall be entitled to payment in full under this contract.
- No Assignment:** This agreement is personal to Applicant, and Applicant shall not assign, transfer, sublicense, in whole or in part, or grant any other party the right to use the Premises, except with the written consent of ILNYF, which consent may be withheld in ILNYF's sole and absolute discretion.
- Surrender Booth:** Upon completion of the Festival, the booth needs to be surrendered in the same condition it was received. Applicant is responsible for the cost of repairing any damage to the Booth, materials and equipment caused by the Applicant, its employees, agents, contractors or guests.

## AGREEMENT

I, the undersigned, have read, understood and agree to comply with the Terms and Conditions of this application.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Organization/Business Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date