

3rd Annual Napa Valley Aloha Festival

On behalf of the Manaleo Hawaiian Cultural Foundation 2010 Committee, I welcome you to the 3rd annual Napa Valley Aloha Festival to be held on **September 18, 2010 from 10am to 6pm** at the Napa Valley Exposition located at 575 Third St, Napa, Ca. 94559.

Aloha to those community vendors who are considering participating for the first time. Should you choose to participate in this event, please read and understand the **“Terms and Conditions of Participation”** before filling out and submitting your completed application and fees in the enclosed self addressed stamped envelope no later than **June 15th, 2010**. Please note: The fees increase after 6/15/2010. All spaces are first come first serve.

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

Please use good judgement in the things you choose to sell and display in your booth as this is a family-oriented event. This is a non-alcoholic event and any vendor attempting to sell alcoholic products will be asked to terminate their vending of such products. The N.V. Aloha Festival Committee reserves the right to refuse any product, item or vendor at its sole discretion.

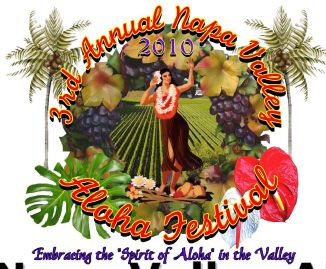
On behalf of the entire event staff, I thank you for your interest and consideration in this event. I look forward to working with you to ensure we have a successful festival.

Mahalo Nui Loa;

Karen James 707-363-1999
Napa Valley Aloha Festival Vendor Coordinator

Sponsored by Manaleo Hawaiian Cultural Foundation; <http://www.manaleoHCF.org/>

Merchant Vendor Application *doc updated Apr. 2010*



3rd Annual Napa Valley Aloha Festival

Terms and CONDITIONS OF PARTICIPATION

Dates and Hours of Operation

Napa Valley Aloha Festival will be open to the general public on Saturday September 18, 2010, from 10:00 am to 6:00 pm.

Set Up / Take Down/ Cleanup

Vendors will be allowed into the park for setup on Friday (9/17) after 12:00 pm-10pm or after 5:00 am on Saturday (9/18) and will have a designated parking area. Booths must be set up and ready to open at 9:30 am and must remain open and operational until 6:00 pm on Saturday (9/18) and all vehicles must be removed from festival grounds before **9:00am**. Vendors are solely responsible for the daily cleanup of their assigned space and breakdown of their own items at the close of the event.

Parking and Unloading

Vehicles may be driven onto certain parts of premises for the unloading and loading purposes only. However, all vehicles must be moved by 9:00 am and cannot return until most of the public has left the area after the close of the event. This is never before 6:00 pm and will be strictly enforced by the N.V. Aloha Fest Committee and the Security personnel.

Fees / Deposits / Deadlines

All booths will be charged a fee that must be paid in advance and in full at the time of application. Booth fees will be deposited immediately upon receipt. A separate *cleaning deposit* of **\$50** will also be required. (This will be a separate check that will remain uncashed and may be returned to you after your booth and surrounding area has been checked for litter or damage of any kind.) Please see the application form for the fee schedule and deadlines. Incomplete applications will be returned and the new Postmark will apply.

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 either by telephone and/or email approximately 14 days following the deadline. Applicants not accepted will receive a refund of their booth fees and a letter stating the reason for the return. Booth assignments will not be available until a few days prior to the event. You will be emailed parking passes and assignments several days before the event.

Cancellation Policy

No refunds will be given in case of inclement weather, acts of nature, forfeiture or by restrictions of government agencies to amend or cancel the event, over which the Napa Valley Aloha Festival Committee has no control. There will be no refunds if you cancel after **June 30th, 2010**. All Cancellations must be in writing and postmarked before **June 30th, 2010**.

Merchandise Specific Booth Information

The merchandise booth fee covers a space 10 feet wide by 10 feet deep. You must provide your **own** 10x10 canopy, preferably white and in good condition. Electricity is very limited and can be brought to merchandise booths on an as needed basis. Space assignments will be made at the sole discretion of the Event Vendor Coordinator. All sales items and stock storage must stay within your booth space. This will be strictly enforced. Smoking is **not** permitted within booth space

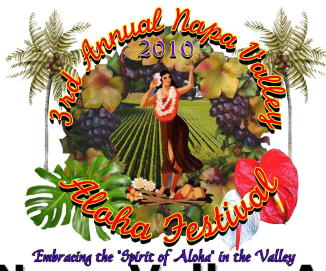
Materials and Supplies

You are responsible for your **own** canopy, tables, chairs and all supplies and materials needed to hang your signs, cover your tables and carry out business.

CONDITIONS FOR PARTICIPATION - Page 1 of 3

Sponsored by Manaleo Hawaiian Cultural Foundation; <http://www.manaleoHCF.org/>

Merchant Vendor Application *doc updated Apr. 2010*



3rd Annual Napa Valley Aloha Festival

Terms and CONDITIONS OF PARTICIPATION

Permits and Licenses Including Temporary Seller's Permits

All pertinent fire codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety shall be strictly observed. There is no charge to acquire this permit.

ALL vendors must provide their valid Seller's permit number or Temporary Seller's permit number on their application. You may download the Board of Equalization's form from their website at

<http://www.boe.ca.gov/pd/boe410d.pdf> or you can call them directly at (800) 400-7115 and request form #BOE-400-MT.

Health Department Permits

Any vendor selling pre-packaged factory sealed food must comply with, apply and pay for permit directly from **County of Napa Department of Environmental Management**. (*Temporary Event Vendor Application*)

<http://www.countyofnapa.org/Pages/DepartmentContent.aspx?id=4294967929#TemporaryEvents>

Napa County charges a fee for this application. Be sure to apply ASAP to avoid higher fees and approval delays.

1195 Third Street, Suite 101 Napa, CA 94559 www.co.napa.ca.us Main: (707) 253-4471 Fax: (707) 253-4545

Vendors must make a copy of approved permit and provide it to the Festival Vendor coordinator prior to event, no space refunds because you did not get approval issues worked out in time.

Approved Merchandise and pre-packaged Food

Only items listed on the application and approved may be sold at N.V. Aloha Festival 2010. Merchandise that creates excessive trash may not be sold (i.e. poppers, streamers, egg shells or sawdust, etc.) Non-food items are not to be sold at food booths. Food items may not be sold at Merchandise Booths unless factory sealed and approved prior to the event. Per Napa county, sampling of pre-packaged food is not permitted unless "required hand washing is setup & approved within your booth" (see County permit rules)

*Selling of alcohol is **Not** permitted under any circumstances. Vendors approved to sell factory sealed food from their merchandise booths will be required to apply and pay for a permit from the County of Napa Department of Environmental Management. See section above.*

Reserved Items

The **N.V. Aloha Festival** Committee reserves the right to sell official licensed goods such as event t-shirts, hats, programs and any other promotional items. Beverage vending such as water, tea, lemonade, soda or drinks of any kind, popcorn and shave ice will be sold exclusively by the **N.V. Aloha Festival** Committee and may **not** be sold at any Vendor booth.

Garbage and Trash

Vendors must keep the inside and outside of their booth space neat and tidy. Trash receptacles will be provided throughout the event area. All rubbish should be bagged in heavy duty plastic trash bags, tied and closed and deposited in the specified receptacle collection areas. Any disposal of garbage other than in the trash receptacles provided will result in an additional cleaning charge equal to the time, equipment and materials used.

Dumping of ice, potable liquids is permissible in the marked drains

No food waste, grease or non-potable liquid is permitted in any unauthorized receptacle. Violations will result in the forfeiture of your cleaning deposit.

This is a "Green" event ; thus ALL plates, cups, utensils, etc... used must be recyclable/biodegradable.

Their will be recycling cans available.



3rd Annual Napa Valley Aloha Festival

Terms and CONDITIONS OF PARTICIPATION

Security

The N.V. Expo hired security agency will provide the security for the day of event, 9/18 10a-6p. There is no overnight security so it is your responsibility to watch over specific booths or areas. **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. You may, however make a reservation and bring an RV/trailer and stay overnight in the R.V. park. Spaces are limited and are on a first come, first served basis and are solely handled by the Napa Valley Fairgrounds Office and not the N.V. Aloha Festival. Please contact the office for further details at: (707) 253-4900

Publicity

Publicity for the Napa Valley Aloha Festival will be provided through all forms of TV, print media, etc. as determined by N.V. Aloha Fest advertisement committee. Flyers and posters will be available upon request.

Liability

Involvement in the Napa Valley 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.

No Alcoholic Beverages / Illegal Drugs or Pets Allowed

No alcoholic beverages, illegal drugs, firearms, ammunition or pets (with the exception of Service dogs) or any other harmful items will be allowed. All Violators will be expelled immediately by the security staff.

Subletting

Absolutely **NO** subleasing of booth space or surrounding areas. If anyone subleases any portion of his or her space without prior written permission from the Event Chairperson, they will not be allowed to operate the booth and will forfeit all fees paid.

Lost and Found

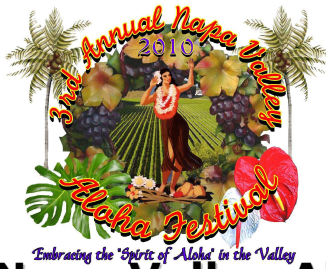
Lost and Found items recovered during the event may be claimed at the MHCF/ Napa Valley Aloha Festival Booth.

Medical/Safety

A medical tent with qualified personnel will be located on the grounds for assistance with medical emergencies/issues.

Policies & Guidelines

The Napa Valley Aloha Festival Committee 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.



3rd Annual Napa Valley Aloha Festival

MERCHANDISE VENDOR APPLICATION

September 18, 2010

Applications & hold harmless agreement must be completely filled out (3) pages and returned by mail along with payment of total fees. PayPal is now available. Pay to: (nvafest@yahoo.com) if paypal is used please post your confirmation # on this application. **No post dated checks** will be accepted. Application will not be considered until after check is cleared. First paid- first served. Vendors selling pre-packed food items (i.e. crackseed, corn, coffee, jelly....) are required to separately apply and pay for, and then present an approved Temporary Event Vendor Permit from the County of Napa's Environmental Department. Your application forms and fee must be returned by **June 15, 2010**. Fees increase after this date. Fees increase by (10% on 6/16), (15% on 7/15), (20% on 8/15), (25% on 9/1).

Please type or print neatly in blue or black ink.

Name of Organization / Business: _____

Contact Person: _____ Title: _____

E-Mail Address: _____ Website: www. _____

Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Evening Phone: _____ Mobile Phone _____

Please provide at least one of the following:

Seller's Permit # _____ Temporary Permit # _____ Non Profit Status - Federal ID # _____

Section II - Product Description:

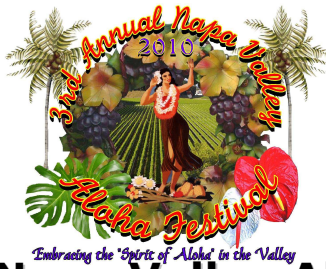
Please provide a list of **ALL** merchandise that you wish to sell. Be as specific as possible as to the items (or kind of items). Enclose photos of your booth, if available. It is the intent of N.V. Aloha Festival to have the greatest variety possible with little or no duplication. Quality of products will also be screened to maintain a high standard of goods.

<u>Item Description</u>	<u>Item Description</u>
1. _____	6. _____
2. _____	7. _____
3. _____	8. _____
4. _____	9. _____
5. _____	10. _____

(Attach a separate sheet, if needed)

N.V. Aloha Festival Committee will ONLY supply

- ✓ Trash Receptacles, recycle containers nearby
- ✓ (Limited Power on hand, first come, first served basis) 1- 15amp Power outlet **and will be an additional \$50 charge.**



3rd Annual Napa Valley Aloha Festival

MERCHANDISE VENDOR APPLICATION

September 18, 2010

I WISH TO APPLY FOR (Indicate number):

___ 10' x 10' merchandise booth space (s) at	\$ <u>250</u> per space	TOTAL	\$ _____
___ 10' x 20' merchandise booth space (s) at	\$ <u>400</u> per space	TOTAL	\$ _____
___ 15 amp power outlet per booth space (s) at	\$ <u>50</u> per space	TOTAL	\$ _____

Fees increase after this date. Fees increase by 10% on 6/16, 15% on 7/15, 20% on 8/15, 25% on 9/1

*I agree to enclose a separate **\$50.00** cleaning deposit check along with a self stamped envelope, which shall be returned (by mail) to me if my assigned space is completely clean by 8:00 pm on Saturday Sept 18, 2010.*

As stated in the Conditions of Participation, the N. V. Aloha Festival Committee will not provide tables or chairs to vendors. Vendors will be solely responsible for any other tables and chairs used.

or use our Pay Pal account: (nvafest@yahoo.com)

TOTAL AMOUNT ENCLOSED \$ _____

Paypal confirmation #: _____ Booth Fee Check # _____ Deposit Check # _____

I understand that any cancellation must be made in writing and postmarked by **June 30th, 2010**. There are no refunds for cancellations after this date.

I am a wholesaler: YES _____ No _____

I and/or my organization/business agree to assume all risk and injuries arising out of or resulting from the use of the Napa Valley Expo facilities and/or properties located thereon. And further, to make no claim whatsoever for injuries against the N.V. Aloha Festival Committee, the Manaleo Hawaiian Cultural Foundation, the city of Napa, 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 N.V. Aloha Festival Committee as stated in the Conditions of Participation, this Merchandise Vendor Application, and the Hold Harmless Agreement.

Signature: _____

Date: _____

(Application is not complete without signature)

No posted dated checks will be accepted. Please make your Checks Payable to **MHCF/Napa Valley Aloha Festival** or use our Paypal account, return the two Merchandise Vendor Application forms & the Hold Harmless Agreement, with fees to:

MHCF/ Napa Valley Aloha Festival

Attn: Vendor Committee

P.O. Box 10009, Napa, Ca. 94581

MERCHANDISE VENDOR APPLICATION – Page 2 of 3

Sponsored by Manaleo Hawaiian Cultural Foundation; <http://www.manaleoHCF.org/>

Merchant Vendor Application doc updated Apr. 2010



3rd Annual Napa Valley Aloha Festival

HOLD HARMLESS AGREEMENT

September 18th, 2010

Napa Valley Expo- 575 Third St., Napa, California 94558

In consideration for receiving permission to participate in the Napa Valley Aloha Festival 2010, I and the members of my participating organization/Business do hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the Napa Valley Aloha Festival Committee, the Manaleo Hawaiian Cultural Foundation and the city of Napa, 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 575 Third St., Napa, California 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.

I and the members of my participating organization / business realize that the Napa Valley Aloha Festival Committee, the Manaleo Hawaiian Cultural Foundation and the city of Napa, State of California, their committees, officers, agents, servants, volunteers or employees (hereinafter referred to as RELEASEES) does not maintain any insurance policy covering any circumstance arising from our participation in this event or any activity associated with or facilitating that participation. As such we are aware that we should review our own personal insurance portfolio.

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 notwithstanding, 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. Please include this with your application.

Name of Organization / Business: _____

President / Leader: _____ Title: _____
(Please Print - Must be an authorized representative to sign on behalf of Organization / Business)

Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Home Phone Number: _____ Contact Mobile Phone Number: _____

MERCHANDISE VENDOR APPLICATION – Page 3 of 3

Sponsored by Manaleo Hawaiian Cultural Foundation; <http://www.manaleoHCF.org/>

Merchant Vendor Application doc updated Apr. 2010