



(A) OFFICE USE ONLY		
<input type="checkbox"/> CHECK	<input type="checkbox"/> CASHIER CHECK	<input type="checkbox"/> CASH
NO. _____	AMOUNT _____	
INITIAL _____	DATE _____	

Make check payable to:
Hmong American Community of Oregon NYP

Mail Application to:
Mekong Bistro
 c/o New Year in the Park
 8200 NE Siskiyou Street
 Portland, OR 97220-5280

VENDOR APPLICATION

(B) APPLICANT INFORMATION. <i>Please fill out any applicable sections in the areas below. *Field is required.</i>	
FULL NAME* _____	COMPANY NAME _____
ADDRESS* _____	
CITY* _____	STATE* _____ ZIP CODE* _____
PHONE 1* _____	PHONE 2 _____
EMAIL* _____	

(C) BOOTH INFORMATION	
BOOTH NO. _____	
Merchandise	<input type="checkbox"/> Audio/Video <input type="checkbox"/> Non-Profit <input type="checkbox"/> Clothing <input type="checkbox"/> Business Info <input type="checkbox"/> Dry Goods <input type="checkbox"/> Other
Food & Beverage	<input type="checkbox"/> Food <input type="checkbox"/> Propane <input type="checkbox"/> Charcoal <input type="checkbox"/> Food Cart

(D) VENDOR PRICING	
Food & Beverage	<input type="checkbox"/> 10' X 10' space \$150.00
Cultural Merchandise	<input type="checkbox"/> 10' X 10' space \$100.00
Business	<input type="checkbox"/> 10' X 10' space \$250.00
Vendors will be responsible for their own additional costs, including but not limited to \$25 propane fee, health inspection fee and permits, and food handlers permits.	

50% of the Total Cost is needed in order to reserve your space. Due to the high volume of applications and the limited space, you should submit your application as soon as possible. The remaining balance is due five (5) business days prior to the event and is non-refundable.

(E) INVENTORY LIST. <i>Please list all merchandise, food, non-food, informational product that you're planning to sell/display at your designated booth during the event. These items are subject to approval by NYP staff.</i>

RULES AND REGULATION

(F) DEFINITIONS

1. "NYP" shall refer to New Year in the Park and include administrators, officers, and duly appointed volunteers.
2. "EVENT" shall refer to the NYP event
3. "Agreement" shall refer to the terms and conditions described herein as a binding contract and responsibilities between the VENDOR and NYP.
4. "VENDOR" shall refer to the signed applicant and include all agents and employees thereof.
5. "Food and Beverage Items" shall refer to and include grain products, meat, vegetables, fruits, dairy products, candies, water, soda, other beverages, as well as any items generally consumed by natural persons. "Food and Beverage Items" do not refer to or include products used for medicinal purposes or any other items which cannot be consumed by natural persons.
6. "General Items" shall refer to and include arts and crafts, audio/video merchandise, clothing, and other non-food items.

(G) TERMS & CONDITIONS

1. APPLICATION
 - 1.1. In consideration of the AMOUNT OF \$ _____ PAID BY THE VENDOR,
 - 1.2. NYP hereby agrees to make available the space designated as BOOTH # _____ to be located on the premises of the Glenhaven Park, for the purpose of selling general items/food items/sharing information during the event.
 - 1.3. The Vendor shall pay the FULL AMOUNT OF \$ _____ at the time the parties enter into this Agreement.
2. PAYMENT & FEES
 - 2.1. NYP and VENDOR mutually agree that any deposit(s) made 30 days prior to the date of the event are NON-REFUNDABLE.
 - 2.2. VENDOR booth fees pay for the Vendor Packages, which includes 2 identification badges, the items included in each vendor package is based on the type of booth being purchased.
 - 2.3. No more than three (4) person(s) including the driver/vendor shall be permitted to enter the event at the Glenhaven Park in the same vehicle, for the purpose of avoiding admission fee.
 - 2.4. Any additional person(s) will be charged the general gate admission fee.
3. CULTURAL MERCHANDISE VENDOR
 - 3.1. It is the sole responsibility of the VENDOR to obtain all appropriate licenses, permits, and liability insurance that meets the requirement of Federal, State, and/or Local laws, regulations, or ordinance to sell non-food items.
 - 3.2. VENDOR shall not sell, make available for purchase, or engage in the consumption of alcohol, tobacco products, illegal drugs, contraband, or other illegal items defined by Federal, State, and Local laws or ordinances.
 - 3.3. VENDOR shall not sell or make available, any gambling or activity prohibited by any applicable Federal, State, and Local laws or ordinances.
 - 3.4. Weapons of any kind are PROHIBITED.
 - 3.5. Knives of any kind, or other sharp objects/tools that is used or is necessary for the operation of a VENDOR booth shall be kept securely locked when not in use. When in use, the knife or tool must be properly made inaccessible to any attendee at the event.
 - 3.6. NYP, in connection with local Law Enforcement and/or any other security, reserves the right to revoke VENDOR permits and operation of their booth if the use of any such object is deemed dangerous.
 - 3.7. VENDOR selling toys and/or products resembling weapons or dangerous items must have markings indicating it as a replica and is non-lethal. Such items are subject to review by NYP.
 - 3.8. VENDOR shall clean, maintain, and sanitize the area of his/her assigned booth and those areas within a fifteen (15) feet radius thereof.
 - 3.9. VENDOR must stay at his/her designated booth space. No vendor will be permitted to relocate his/her location or expand beyond his/her given space without prior authorization from the appropriate NYP representative. NO EXCEPTION.
 - 3.10. VENDOR must provide his/her own media devices and/or equipment including but not limited to BluRay/DVD/CD/Cassette/Sound Speakers/etc.
 - 3.11. VENDOR must utilize the standard speaker(s) attached to their player (from the manufacturer). Vendors who fail to comply will be asked to exit the event or other means of action will be taken by NYP to enforce compliance; including forfeiture of all payment and fees.
 - 3.12. VENDOR are PROHIBITED from bringing any form of amplified/large speaker or additional attachment speaker to the event, for the purpose of increasing or enhancing the volume of his/her TV, radio, or speaker beyond the standard form of sound speakers.
 - 3.13. VENDOR shall have in his/her possession a NYP application and certification to operate the booth for the duration of the event. The Multnomah County Health Department, or NYP representatives and other officials may randomly inspect the booths and the facilities for health and safety purposes.
 - 3.14. VENDOR vehicle shall not be parked or be present on the premises of the Glenhaven Park after 11:59PM. Sleeping and/or overnight stay at the Washington Fair Complex is strictly PROHIBITED under any circumstances.
 - 3.15. VENDOR shall attend a Vendor's Workshop conducted by NYP if necessary; and shall carry his/her own badge identification at all times during the event, upon entering the premises of Glenhaven Park, and during the operation of the booth.
 - 3.16. Available power at the Glenhaven Park will be limited to a first-come-first-serve basis.
4. FOOD VENDOR
 - 4.1. FOOD VENDOR shall not sell or make available for purchase any item, which is not a FOOD AND BEVERAGE item.
 - 4.2. FOOD VENDOR is responsible for proper disposal for cooking oils, charcoals and other cooking waste products, if used.
 - 4.3. Available space in the kitchen area and use of sink at the Glenhaven Park is shared space for all vendors and must NOT be blocked from other vendor's use.

5. NYP

- 5.1. NYP is not responsible or liable for any damages, to person(s) or property, or lost/stolen property belonging to the VENDOR.
- 5.2. NYP will not be responsible for loss due to natural disasters, terrorism or war, or actions taken by public officials for the interest of the general public.
- 5.3. NYP reserves the right to refuse any application, and may refuse to execute a contract without giving reason.
- 5.4. NYP does not rent, sell, or share any private information that is collected to third-parties without prior consent from its owner.

6. AGREEMENT

- 6.1. VENDOR shall meet and comply with all Federal, State, Local laws, health regulations, and/or ordinances in addition to all rules and regulations, issued by NYP.
- 6.2. VENDOR shall not transfer or assign the rights and obligations under this Agreement without prior written authorization from the NYP.
- 6.3. Violation of any of the Terms and Conditions of this Agreement, in part or in whole, will subject VENDOR to prosecution, fine and other sanctions by the proper authorities. Additionally, any such violation shall be a breach of this Agreement and subject VENDOR to termination of this agreement, and ejection at the sole discretion of NYP.
- 6.4. This Agreement constitutes the entire agreement between the parties. Any modification to this agreement shall be in writing and signed by both parties.
- 6.5. VENDOR hereby agrees to indemnify, defend and hold NYP and any lessor or owner of the Glenhaven Park, their employees, officers, administrators, agents and affiliates, from and against any and all demands, claims, injuries, damages, liability or loss (including any attorney's fees, loss of profits, business interruption or other special or consequential damages) caused by or in any way related to VENDORS use or possession of any booth, or vendors presence at the event, however caused, including any negligent or other act by NYP.
- 6.6. VENDOR assumes all risks in the use and operation of any booth, as well as vendor presence at the event, and will take all necessary precaution to protect all person(s) and property from injury or damage at this event.
- 6.7. If a dispute arises out of this Agreement or the matters herein released, the prevailing party shall be entitled to all reasonable costs incurred in connection therewith, including, but not limited to, actual attorney's fees, expert witness fees, and costs of litigation, in addition to any other relief to which it may be awarded.

7. HOLD HARMLESS

- 7.1. VENDOR shall, at its own and sole expense, agree to hold harmless NYP.
- 7.2. If a person, entity or organization makes a claim against NYP and NYP is or may be liable for loss or damage sustained by the person, entity or organization, immediately upon NYP's written request, Vendor will take all steps necessary, including hiring counsel, to defend, protect, indemnify, hold harmless and render NYP against any and all claims, demands, suits or causes of action brought against NYP for all liability, damage or loss, whether sought under law or in equity, which may be asserted against NYP. The obligation undertaken by VENDOR in this paragraph arises if the claims made against NYP are on account of injury, loss or damage caused by, arising out of, or in any way incidental to the conduct or operation of VENDOR.
- 7.3. NYP and VENDOR agree that the obligations under this agreement include, but are not limited to, those situations where liability for (1) injury, loss or damage is caused by the combined or concurrent negligence of NYP, VENDOR or any third party (and any of their respective officers, directors, employees, agents and/or volunteers); and/or (2) injury, loss, or damage arises with or without fault based on any theory of strict liability, statutory liability or by operation of law.
- 7.4. NYP and VENDOR agree that to the extent this indemnification of NYP for injury, loss or damage may be found to be contrary to existing or newly-enacted law, this provision, to such extent (and only to such extent), is and shall be void or voidable. In such instance, VENDOR agrees to immediately defend, indemnify, save and hold NYP harmless to the fullest extent allowed by law.

By signing below, I hereby certify and declare that the facts contained herein are true and complete to the best of my knowledge. I further agree to the terms and conditions that are binding herein to agreement that constitutes the entire agreements between the parties, for the booth operation and the event.

Applicant Signature _____

Date _____