

Asian American Heritage Festival

NJ CONVENTION & EXPOSITION CENTER
RARITAN CENTER, EDISON, NJ 08837
May 21, 2017 11.00 AM – 8.00 PM

Phone: 732 371 9625

www.asianamericanfestivals.com

events@asianamericanfestivals.com

Rules and Regulations

1. All Vendors are required to maintain their booths during the normal business hours of the Festival i.e. 11.00 AM to 8.00 PM
2. All Vendors must check in at the Registration Booth prior to setting up their booths.
3. Loading and Unloading
 - a) Unloading will start at 8.00 AM sharp or earlier
 - b) All unloading must be completed by 9.00 AM
 - c) Vendors arriving after these hours will not be permitted to unload their exhibits under any circumstances.
4. All Vendors should insure their items/exhibits against loss or damage from any cause(s) whatsoever. Ultimate Media will not be liable for the safety and/or preservation of the exhibit material from fire, accident, theft or loss or any other cause whatsoever. Vendors are also responsible for the delivery, handling and removal of their own displays and items to be sold.
5. No booth sharing is allowed under any circumstance. Defaulters would disqualify for future events of Asian American Heritage Festival (“AAHF” or “Festival”).
6. If any Vendor needs electricity in his booth, they should contact the NJ Convention Center, Raritan Center, Edison NJ directly and fill up the relevant form in the NJ Convention Center website: <http://www.njexpoctr.com/exhibitor-home.html>
7. Vendors will be responsible for obtaining their own liability insurance. Ultimate Media will not be responsible for any loss arising out of theft, fire, damage or any other reason whatsoever.
8. No Vendor is allowed to sell alcoholic beverages under any circumstances. There will also be no consumption of alcohol at any time during the event or before the start of the event. Any unruly behavior will promptly be notified to the Police.

9. Any returned checks would be charged a \$30.00 fee. Any Vendor whose check is dishonored for any reason will only be permitted to register with payments made by a certified check.
10. All food Vendors must meet all applicable fire, safety, health and other applicable codes and regulations and will be responsible for obtaining any necessary permits required by any of the local government authorities. They will also bear all charges involved in the obtaining of such certificate(s).
11. All food Vendors will need to obtain a Temporary Retail Food license directly from the Edison township web site:
http://www.edisonnj.org/document_center/docs/Temporary_Retail_Food_Application.pdf
12. All food Vendors, in all cases, are to sell only neat, clean and healthy food items. They would also do their best to keep the food area spick and span. They would be solely responsible for their food and the event organizer will not be liable for any sickness out of food and beverages. All food Vendors must carry the required insurance to meet any contingency.
13. Vendors are not allowed:
 - a) To use any kind of audio (PA) system including speakers, microphones etc.
 - b) To pursue any fund raising activities by any means (whether the Vendor is an individual, a corporation or a non-profit entity), or to re-sell or to sub-let his booth space.
14. The Festival organizers will do their best to promote the event and bring awareness among the masses about the event but will not be responsible for sales by the Vendors.
15. The Festival organizers reserve the right to deny any Vendor to sell or display their products if they are found in violation of any of the above rules and regulations.
16. All Vendors shall obtain, at their own expense, adequate insurance to protect against any injury, loss or damage.
17. In the event of unforeseen circumstances, natural calamities, acts of God, riots, strikes, acts of terrorism or any other reason beyond our control, the Festival organizers shall not be held liable to perform their commitment under the contract.
18. If any buyer, visitor or invitee is injured at the Vendor's booth, it will be sole responsibility of the Booth Owner/Vendor to assume full responsibility and liability for their actions and he agrees to hold the Festival organizer harmless and indemnify the organizers and the building owners against any and all claims, demands, suits, losses, damages, costs, expenses or liabilities in any way arising from any acts of omission or commission by its agents or employees whether such agents or employees were acting within or without the scope of their authority.
19. The Vendor expressly agrees and warrants that any items sold or displayed at the fair are not pirated, illegal or otherwise in violation of the United States Government or international intellectual property or anti-piracy laws. The Vendor agrees to indemnify the Festival organizer and hold it harmless for any violations of the aforementioned laws. Any such violation shall be seriously dealt with and it may also warrant expulsion of the said Vendor from the current and future events of the Festival organizer, and hold the Vendor or any other party liable for any damages as a result of the Vendor's violation and conduct.
20. If any or more rules and regulations as enumerated in this agreement shall for any reason or cause be held to be illegal, invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement.

21. By signing this application, the Vendor agrees to hold harmless and indemnify The Festival organizer from and against all claims, demands, suits, losses, damages, costs, expenses or liabilities in any way arising from negligent acts of the Vendor or its employees.
22. It is the sole responsibility of the Vendor to obtain a Tax ID and remit all necessary taxes to the government, and other charges in connection with their activities at the event. It is also their responsibility to obtain any necessary Business License before participation at the fair.
23. All Vendors must obtain their own liability insurance. The Festival organizer will not be responsible for any loss or damage arising for any reason. In the absence of liability insurance, the Vendors will hold the Festival organizer harmless and would be responsible for the damages to the co-vendor or all in case of any damage by his willful or negligent act of commission.
24. In the event of fire, or damage of the exhibition area, or space is not available for any reason beyond our control to run the festival, the Festival organizer will not be liable for the time lost and shall not be responsible for any reimbursement.
25. In the event of cancellation of the booth by the Vendor, the Festival organizer would refund 50% if cancelled before March 15, 2017 and no refund if cancelled after March 15, 2017.
26. It is very important that all Vendors go through the application very carefully and order their extra material like tables, chairs, etc. at the time of application itself, to avoid any last minute shortages. Last minute requests will not be entertained.
27. Though all are welcome to participate in the Festival, AAHF reserves the right to deny any Vendor from participating for misbehavior, misconduct, etc.
28. On the receipt of the application by The Festival organizer, it shall be deemed that the Vendor has read and agreed to all the rules, regulations and Vendor agreement in its entirety before submitting the application.
29. All Vendors are required to sign their Application Form.
30. Allotment of booths is on first come first served basis. No last minute request will be entertained for any special location or booth.

Sincerely,
AAHF Team