

EVENT TERMS and CONDITIONS of the 3rd Annual Asian Night Market Saturday, July 19, 2025 Agricenter Outdoor Area 7777Walnut Grove Rd Memphis. TN 38120

Welcome to the Asian Night Market hosted by the Vietnamese American Community (VAC) in West TN. Thank you for your interest in being involved in our 3rd annual event.

This document outlines the shared responsibilities and expectations between our team and participating vendors to help ensure a smooth, successful, and enjoyable experience for everyone involved.

SPACE ALLOCATION:

Upon selection, we will allocate a specific area tailored to accommodate your setup needs, ensuring you have the necessary space to engage effectively with attendees.

INSURANCE REQUIRED:

Certificate of Insurance (COI) is required per booth space. You need to obtain your own COI or use these suggested links below. These links have VAC information auto-filled for your convenience.

Failure to provide COI by June 27th, 2025 will result in the loss of your registered space and 25% vendor fee.

Food Vendors: https://app.fliprogram.com/events/8807

Art/Craft Vendors: https://app.actinsurance.com/events/8808

PRICING TRANSPARENCY:

All food prices must be clearly posted and visible to customers.

ALCOHOL SALES:

No vendor is permitted to sell alcohol at the Asian Night Market (ANM) event. The host has the exclusive right to sell alcohol. NO Personal alcohol consumption. If a vendor is found selling adult beverages, ANM organizers will contact local authorities and eject the vendor from the event. There will be no refund or exchange for transfer of booking fee.

SETUP AND TEARDOWN:

Timely setup is essential for a seamless event start. Failure to meet the designated load-in schedule will result in the loss of your space and forfeiture of your fee. Any vendor that is late, unless due to a true emergency, will be asked to leave and will not be allowed to participate in the event.

Vendors will be set-up and ready to sell no later than one hour before event open hours. On load-in days, vendors will be required to be on-site at the specified time, this is typically between the hours of 8:00 AM to 2:00 PM. For the most accurate information, please refer to your email with instructions from our vendor coordinator, Julia Le.

COMPLIANCE AND TERMINATION:

Any vendor that violates these agreements will be asked to leave immediately and will be barred from all future ANM events. No refunds will be issued.

FOOD PREPARATION AND WASTE MANAGEMENT:

Vendors preparing food on-site are strongly encouraged to provide an additional 10x10 tent, tables, and chairs for patrons. They are also responsible for their own waste receptacles and must dispose of all food waste or vendor waste in designated dumpsters.

EQUIPMENT:

All food trucks must use a silent generator with a noise level of 70db or below. Vendors must also use straight leg canopy tents. No staking in the ground but can use weights.

HYGIENE AND CLEANINESS:

Vendor spaces must remain clean throughout the event.

CLEAN UP AND WASTE MANAGEMENT:

Vendors are expected to leave their area in the same condition as found upon arrival. This includes disposing of all trash and food waste in designated dumpsters. Cardboard should be broken down and placed in the designated dumpsters.

INDEMNIFICATION:

Vendors agree to indemnify and hold harmless to the Vietnamese American Community Organization, the Asian Night Market, and its directors, officers, employees, volunteers, and agents from any claims, damages, losses, liability, or expenses, including attorney's fees, arising out of or in connection with the vendor's participation in the festival. VAC members, ANM organizers, or our sponsors, staff, associates, or vendors are not responsible for stolen items.

FOOD HEALTH COMPLIANCE:

All food vendors must comply with Shelby County Health Department's Food Establishment Compliance Standards: https://www.shelbytnhealth.com/626/Food-Establishment-Compliance-Standards

AGREEMENT TO TERMS:

By completing and submitting this application, the vendor confirms they have read, understood, and agreed to all terms and conditions outlined in this contract. Failure to comply with these terms may result in removal from the festival and forfeiture of the vendor fee without refund.

RAIN DATE:

Event will be rescheduled to Sunday July 20, 2025 if it rains on Saturday July 19, 2025. Half of the vendor fee will be refunded only if the event has been canceled.

CANCELLATION POLICY:

Cancellations must be made in writing to vacmemphis2023@gmail.com. Refunds for cancellations will be provided as noted below:

- 50% refund if canceled before June 1st, 2025.
- No refund if canceled or registered after June 1st, 2025.

TERMINATION:

Event organizers reserve the right to terminate this agreement with no refund at any time for non-compliance with the terms and conditions.

By completing this registration, you agree to the terms and conditions.

OTHER CONDITIONS:

Agricenter is a Coca-Cola campus, which means only Coca-Cola beverages are permitted. All vendors must use Coca-Cola soft drinks, including only selling Dasani brand water.

Applications will be reviewed and we will contact you to collect payment once approved.

PAYMENT OPTIONS:

Make checks payable: VAC Memphis

Zelle: 901-483-7615

Using a Credit Card on EventHub will be charged a 3% fee, but there is no extra fee if you pay by check, Zelle, or CashApp.

POINT OF CONTACTS: Julia Le and Quynh Tran are the vendor coordinators. Do not pay anyone else who is soliciting payment.

PHOTOGRAPHY, VIDEOGRAPHY, AND INTELLECTUAL PROPERTY USE:

By participating in the Asian Night Market, the vendor grants VAC and its representatives permission to photograph, video record, or otherwise capture images of the Vendor's booth, property, and activities during the event. The Vendor further agrees that VAC has the right to use such images, videos, or recordings, as well as any logos, trademarks, or other intellectual property provided by the Vendor, for purposes including, but not limited to, advertising, promotion, and marketing of VAC events, on any platform or medium, including social media, websites, print materials, and other forms of media. The Vendor will not be entitled to compensation for the use of images, videos, or intellectual property.