



Saturday, September 29, 2018 • 10 a.m.–8 p.m. • Windward Community College Great Lawn

ART & CRAFT VENDOR AGREEMENT

- 1. You acknowledge that this is not a joint venture or partnership between you and the Windward Ho'olaule'a Committee (hereinafter referred to as the "Committee") or any other organizer or promoter of the event.
2. You are granted the privilege of selling merchandise within a 10-ft x 10-ft assigned covered area (tent and lighting are provided) and you must conduct business from within the enclosure of your assigned area. It is your responsibility to ensure that your booth is set-up with the safety of others in mind. You will only sell merchandise described in your application and approved by the Committee. You will not sell food without prior approval. Approval to sell food may be given to vendors whose main products are specialty items such as Made-in-Hawai'i jams and jellies, breads, dip mixes, etc., but vendors may not sell any food, including snacks, sandwiches, salads, etc., to supplement their art & craft sales.
3. Prior to the opening of business and during the specified event times, you agree, at your cost and expense, to comply with all federal, state, and city laws, ordinances, rules, and regulations affecting your business and the operation of your vending area, including, but without limiting the generality of the foregoing, obtaining a Hawai'i State General Excise Tax License. You are responsible for paying Hawai'i State general excise taxes relating to your income received from the Ho'olaule'a. You agree to provide the Committee with a copy of your Hawai'i State General Excise Tax License.
4. Booth Set-Up: You may deliver and set-up backdrops, tables, etc., beginning on Friday, September 28, 2018, starting from 4:00 p.m. or on Saturday, September 29 after 7:30 a.m. You may carry or cart your booth items to your booth. Due to safety regulations, vehicles are not allowed on the Ho'olaule'a grounds. You will provide your own equipment, tables, and supplies. You are responsible for items set-up overnight. The Committee, the University of Hawai'i – Windward Community College and the Kaneohe Business Group are not liable for any lost, stolen, or damaged items. The Committee will provide you a 10-ft x 10-ft covered area with lighting. You may bring additional lighting if needed. If you require an electrical outlet for your booth, please indicate this on your application form and include the additional \$25 fee. Ample parking will be available in designated areas. Please do not nail, staple, tape or tack anything to any woodwork, concrete walls or other school property. Any signs or graphic materials to be posted in your area must be approved by the Committee prior to the event. Submit a copy to the Art & Craft co-chair together with your application form.
5. Booth Start-Up: All vendors must be ready to sell by 9:45 a.m. on Saturday September 29, 2018. The event will open at 10:00 a.m. and close at 8:00 p.m. You will set-up, maintain, and operate your booth in a strictly safe condition at all times.
6. Booth Tear-Down: You may begin taking your booth down at 6:00 p.m. (NOT EARLIER). You may carry or cart your booth items to your vehicle after 6:00 p.m. Due to safety regulations, vehicles are not allowed on the Ho'olaule'a grounds. You are responsible for the cleanup of your area, including all litter.
7. ALL FEES ARE NON-REFUNDABLE. Refunds will not be issued for any reason, including inclement weather. The Ho'olaule'a will proceed regardless of weather conditions.
8. You release the Committee and all other organizers or promoters of the event, the Windward Ho'olaule'a, the University of Hawai'i – Windward Community College, the Kaneohe Business Group, the University of Hawai'i, the State of Hawai'i, and their respective officers, directors, agents, employees or any person acting on their behalf (the "Releasees") from any and all liability and claims that may arise from any injuries, damages or losses suffered or incurred by you or to your property in connection with this event. You defend, indemnify and hold harmless the Releasees from and against all actions for personal injury, property damage or death arising or resulting from or in connection with the operation of your concession, including any claims by your employees. You agree to reimburse the Releasees for all attorneys' fees, costs, and expenses incurred in connection with the defense of any such claims and actions. Further, you agree that this release and indemnification is binding on your successors, heirs, personal representatives, and assigns.
9. Failure to comply with the above rules is considered a breach of this contract and will result in the termination of this contract and your removal from the event premises.

I have read, fully understand, and accept the foregoing Agreement. I accept full financial responsibility for any damages done by me, my associates, or others within my booth area. I will comply with this Agreement and be professional and respectful to all participants and customers at the event.

Print Name _____ DBA _____ Print Business Name _____

Signature _____ Title _____ Date _____

Acknowledged by: _____ Date _____