Windward Ho'olaule'a 2018 — Food Vendor Agreement

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

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 food at an assigned area 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 the food described in your application and approved by the Committee.**

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 food sale area, including, but without limiting the generality of the foregoing, obtaining a Hawai'i State General Excise Tax License and a Hawai'i State Department of Health temporary food booth permit. You are responsible for paying Hawai'i State general excise taxes relating to your income received from the Windward Ho'olaule'a. **You agree to provide the Committee with a copy of your Hawai'i State General Excise Tax License and a Hawai'i State Department of Health temporary food booth permit.**

4. **Booth Set-up: Friday, September 28, 2018 starting from 4:00 p.m.** You will provide your own tents, lighting, equipment, and supplies, including a CO2 fire extinguisher with a minimum 20B rating. Generators and electrical outlets will be provided. You are responsible for items set up overnight—there will be 24-hour limited security. Neither the Committee nor University of Hawai'i - Windward Community College or Kaneohe Business Group is liable for any lost, stolen or damaged items. Ample parking will be available in designated areas. Please do not nail, staple, tape, or tack 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 Food Vendor Chair together with your application form.

5. **Booth Start-up: All food vendors must be ready to sell by 10 a.m. on Saturday, September 29, 2018**. The event will open at 10:00 a.m. and close by 8:00 p.m. You will set up, maintain, and operate your booth in a strictly safe and sanitary condition at all times. Open fire areas (charcoal or wood burning appliances) are not allowed. All vehicles must be off the food lane by 9:00 a.m.

6. **Booth Tear-down: You may begin taking your booth down at 7:00 p.m. and no sooner.** You are responsible for the clean up of you area, including all litter. All trash must be removed from your area by 8:00 p.m. If your area is not clean, your $50 cleaning and damages deposit will not be refunded to you.

7. **ALL FEES ARE NON-REFUNDABLE EXCEPT FOR YOUR $50 CLEANING AND DAMAGES DEPOSIT (the "Deposit").** Your Deposit will be returned to you, provided there is no evidence of damage, your work area is restored to the condition it was in prior to set-up, and you comply with this Agreement. Your Deposit will not be returned to you if you are a "no-show" at the event. The Ho'olaule'a will proceed regardless of weather conditions. Refunds will not be issued because of inclement weather.

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, and 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. You shall, during the period of this Agreement, at your own cost and expense, maintain liability insurance at a level sufficient to support the indemnification obligations assumed in this Agreement (no less than $500,000 per occurrence and $1 million in the aggregate). The policy of insurance shall name the University of Hawai'i – Windward Community College and the Kaneohe Business Group as additional insureds and a copy of the policy shall be provided to Windward Community College and the Kaneohe Business Group prior to the event.

10. Failure to comply with the above rules is considered a breach of this contract and will result in the termination of this contract, your removal from the event premises, and forfeiture of your cleaning and damages deposit.

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.

_____ DBA_____

Print Name Print Business Name

Signature_____Title_____Date _____

Acknowledged by: _____ Date _____

Windward Ho'olaule'a Food Committee Chair