**VENDOR CONTRACT FOR VEGFEST OAHU**

**Please email completed Vendor Contract** **by June 30, 2017** to:

Tania Fukuda, Vendor Manager, Email: tfukuda@ft.newyorklife.com

Event: VegFest Oahu

Location: Honolulu Hale, Frank Fasi Civic Grounds, 550 S. King Street, Honolulu, 96813

Date: Saturday, September 2, 2017, 12:00pm - 5:30pm

Questions? Tania Fukuda, Vendor Manager, (808) 388-6103, tfukuda@ft.newyorklife.com

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**Contact Name:**

**Contact Phone:**

**Contact Email:**

**Vendor Website:**

**Booth Name** (as it will appear on publicity):

**What will your booth offer:** (please describe interactive elements, handouts, activities, items for sale, etc. FOOD VENDORS please list complete menu items AND prices):

## **VENDOR CONTRACT - TERMS AND CONDITIONS - PLEASE READ AND SIGN**

1) Vendor participation is subject to approval. Submitting a Vendor Contract does not guarantee booth space until approved. Each vendor must submit an individual Vendor Contract, spaces may not be combined.

2) Vendors will comply with all requirements in our Vegan and Greening Rules for Vendors (please read document for details). All merchandise sold or given away must be vegan, not tested on animals, and should be as environmentally-friendly as possible.

3) Vendors must submit Booth Fee payment by **June 30, 2017**. **Please make check payable to:**  **VegFest Oahu**. Mail check to: Joy Waters, Event Producer, 441 Anolani Street, Honolulu, HI 96821

-- VENDOR EXHIBITOR - Community groups or nonprofits offering resources and information (no sales): $25

-- VENDOR GENERAL - Vendors promoting products or services: $75

-- VENDOR FOOD - Vendors selling packaged food products or on-site dining: $100

4) Vendors must provide Certificate of Liability Insurance (COI) **by June 30, 2017** to Vendor Manager, Tania Fukuda. Email: tfukuda@ft.newyorklife.com

The COI must include the following:

* Coverage amount must be at least $500,000.
* Please make sure your Insured Name on the COI matches your Booth Name (**this is IMPORTANT**)
* Your coverage date range must include the date of the event, 9/2/2017.
* In the Description Box, please write: “Re: VegFest Oahu on September 2, 2017. Additional Insured includes City & County of Honolulu.”
* In the box called Certificate Holder it must say: City & County of Honolulu, Mayor’s Office of Culture & the Arts, 550 S. King Street, Room 100, Honolulu, HI, 96813

5) FOOD VENDORS ONLY must provide an **APPROVED** Temporary Food Establishment Permit from the Health Department **by June 30, 2017**, emailed to Tania, Vendor Manager. Permit costs $50 payable directly to Health Department plus they require you submit a Booth Site Map indicating location of your Handwashing Station that you must bring to your VegFest Oahu booth.

6) Each Vendor will either: (1) Provide their own tent (10x10 or 100 sq. ft. maximum), table (8 ft. maximum), chairs, and weights (see below). OR: (2) Rent our Tent Package, which includes: one 10x10 tent, one 6 foot table, 3 chairs. Cost is $115 and INCLUDES delivery, set-up, weights, and break-down of everything. Additional tables/chairs may be rented upon request, please discuss with Tania, Vendor Manager.

7) The City requires that you must weigh down your booth tent. There are absolutely no stakes allowed. We can provide you with weights onsite at no extra cost but you must reserve with us in advance. If you choose to bring your own please use sandbags or water jugs.

8) Vendors are required to provide one portable fire extinguisher with a minimum rating of 2A-10B:C at their tent during the event that is unobstructed and readily available for use. (This is a new City rule that we must abide by).

9) VegFest Oahu will not be providing electricity nor running water to any vendors.

10) LOAD IN on Saturday, Sept 2, 2017: Setup will be closely monitored by volunteers to avoid congestion. You will be provided with a Booth Map indicating your pre-assigned spot. You will be assigned a Load In time during which you may use King Street to pull over for 15 minutes while you unload. Load In time assignments will be between 8:30 - 10:30am. After you unload you must immediately move your car to the free underground parking lot off Beretania Street. Please do not begin to set up your booth area until you have moved your vehicle.

11) While loading and unloading before/after event, vendors are prohibited from driving their vehicles on the grass/grounds.

12) Vendors must be ready for operation by 11:30am and Vendors must staff their exhibits during the entire event from 12:00pm to 5:30pm.

13) Vendors are not allowed to dispose of ice, oil, beverages, waste water, or any type of liquid including water in the landscape, on the lawn, on concrete, in drains, or in the mulched area around tree bases. Vendors shall be financially responsible for any landscape, plants that are damaged, any cleanup associated with these actions, and/or any damage resulting from such actions.

14) BREAK DOWN: Vendors will not begin breakdown of their booth before 5:30pm. Vendors must be out of Honolulu Hale grounds by 7:30pm on Saturday, September 2.

15) Vendors must have signage clearly identifying the name of the vendor, which MUST match the name on your COI. Food vendors must have signage clearly listing food offerings and prices. No signs may be posted in the park except next to your tent.

16) Vendors shall exhibit, sell, or give away ONLY merchandise, food, literature, and services specified in this Vendor Contract that has been pre-approved.

17) Vendors selling items are responsible for following the Hawaii General Excise Tax rules. This includes: 1) Offering every customer a receipt or posting a sign saying “Receipt Available Upon Request”; 2) Displaying your G.E.Tax license at your booth; and 3) reporting your income to the city and paying G.E.Taxes.

18) Should any contingency interrupt or prevent the holding of VegFest Oahu on September 2, 2017, including but not limited to inclement weather, war, terrorism, or lockouts, then the Event Organizing Team, VegFest Oahu and its Sponsors, shall in no way be liable to vendors.

19) Vendors agree to make no claim for any reason against the Event Organizing Team for VegFest Oahu, Sustain Hawaii, or The City & County of Honolulu for any loss, theft, damage, or destruction of goods, nor for injury to themselves, employees, volunteers, or visitors incurred at the event. Further, Vendor waives a) any or all demands, claims, causes of action in law or in equity, related to any defect, deficiency, failure or impairment of utilities or other facilities, including water, electricity, or other mechanical systems failure; and b) the conduct, negligence, or claims of any vendor or exhibitor or attendee.

20) Any disputes arising from this Vendor Contract shall be subject to mediation or arbitration as provided for under Chapter 658, Hawaii Revised Statutes and in accordance with the rules of the American Arbitration Association in effect when the dispute arises. Judgement on any arbitrated award rendered may be entered in any court having proper jurisdiction.

21) Per City rules, no animals are allowed on the Frank Fasi Civic Grounds at VegFest Oahu.

**AGREEMENTS (please read and check to indicate your agreement):**

\_\_\_\_\_\_ I hereby agree to the Terms and Conditions in this VegFest Oahu Vendor Contract.

\_\_\_\_\_\_ I will send a check for the Booth Fee **by June 30, 2017** (see item 3 above).

\_\_\_\_\_\_ I will provide a current Certificate of Liability Insurance (COI) with proof of insurance coverage **by June 30, 2017** (see item 4 above).

\_\_\_\_\_\_ *Food Vendors ONLY:* I will provide an APPROVED stamped Temporary Food Establishment Permit **by June 30, 2017** (see item 5 above).

**BOOTH TENT - Please check one option (see item 6 above):**

\_\_\_\_\_\_I will provide my own booth tent, table, chairs.

 Do you want to reserve weights with us? Yes \_\_\_\_\_ No \_\_\_\_\_

**OR**

\_\_\_\_\_\_I want VegFest Oahu to rent me the tent package described above and will send $115 payment **by June 30, 2017**.

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_