"Pūlama ka hanauna hou"
Nurturing the next generation

Art & Craft Vendor Agreement

1. You are granted the privilege to sell merchandise within a **10-ft x 10-ft space** at an assigned area and must conduct business from within the enclosure of your designated area. It is your responsibility to insure that your booth is set-up with the safety of others in mind. You will only sell merchandise described and agreed upon on your application. You acknowledge this is not a joint venture or partnership between you and the Windward Hoolaulea Committee (hereinafter known as the Committee).

2. Prior to the opening of business and during the specified event times, you agree, at your cost and expense, to comply promptly with all laws and ordinances and rules and regulations as required by Federal, State and City governing agencies affecting the operation of your vending area, including but not limited to the generality of the foregoing and a Hawaii State General Excise Tax License. You agree to provide the Committee with a copy of your **Hawaii State General Excise Tax License.**

3. **Booth Set-Up:** You may set up backdrops, tables, etc., beginning on **Friday, September 26, 2008 starting at 4pm.** You provide your own equipment, tables and supplies. **Windward Hoolaulea Committee will provide lighted tent space**. If you require an electrical outlet for your booth, please indicate this on your application form. Ample parking is available in designated areas. You are responsible for items set-up overnight. Please do not deface school property with nails, staples, tape or tacks. Neither the Committee nor University of Hawaii-Windward Community College is liable for items lost, stolen or damaged.

   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 Chair along with your application form.

4. **Booth Start-Up:** All vendors **must be ready to sell by 8:30 a.m. on Saturday, September 27, 2008**. The event will open at 9 a.m. and close by 9 p.m. You will maintain your booth and its operations in strict safety condition at all times.

5. **Booth Tear-Down:** You may begin taking your booth down at 9 p.m. and no sooner. You are responsible for the clean-up of your area, as well as the litter and refuse. All trash must be removed from your area by 10 p.m. If your area is not clean your $50 cleaning and damages fee will not be refunded to you.

6. You are responsible for paying Hawaii State general excise tax relating to income from the Hoolaulea.

7. The Hoolaulea will proceed regardless of weather conditions. Refunds will not be issued because of inclement weather.

8. You will release the Windward Hoolaulea, Windward Community College, its agents, officers and directors of 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 shall defend, indemnify and hold harmless the Organizers 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 claims by your employees. Further, you agree that this release is binding on your heirs, executors and assigns.

9. Failure to comply with the above rules is considered a breach of contract agreement and shall result in the termination of this contract, removal from the premises and forfeiture of security deposit monies.

I have read all the rules and regulations and fully understand and agree with the guidelines. I accept full financial responsibility for any damages done on my part, my associates and my booth area. I will be professional, respectable and conduct good business to the customers and associate vendors according to these regulations. I indemnify and hold harmless the Windward Hoolaulea, Windward Community College, its agents, officers and employees, the State of Hawaii, the promoters and organizers against all claims for personal injuries, death, merchandise and personal damages, cost and expenses including attorney fees caused by or against myself, associates and business. ALL SALES ARE FINAL. ALL FEES ARE NON-REFUNDABLE EXCEPT AS STATED IN THIS AGREEMENT.

_____ DBA _____

Print Name Print Business Name

Signature_____Title_____ Date _____

Acknowledged by: _____ Date _____

Hoolaulea Committee Chair