Saturday, October 1, 2011 – 9 a.m. to 8 p.m.  
Windward Community College Campus – Great Lawn  

FOOD VENDOR APPLICATION  
(Application also available at: windward.hawaii.edu/hoolaulea )

Returning Vendor Fee: $400, if postmarked by June 1, 2011  
Food Vendor Co-Chair: Gus Cobb-Adams  
New Vendor Fee: $450, if postmarked by July 31, 2011  
$500, if postmarked after Aug. 1, 2011  
Phone: 235-7385  
E-mail: gusca@hawaii.edu

☐ Enclosed is my application fee of $400.  
☐ Enclosed is my application fee of $450.  
☐ Enclosed is my application fee of $500.  
☐ Enclosed is a separate refundable deposit check for $50 for cleaning and damages along with a self-addressed stamped envelope. Checks for “no-shows” will not be refunded.  
☐ We are unable to participate. Please notify us of future events.

Contact Person: ___________________________ Title: ___________________________

Mailing Address: __________________________________________ Zip: __________

Phone: ___________ Cell: ___________ Fax: ___________ E-mail: ___________

- This is an alcohol-free event. Alcoholic beverages are not permitted on campus.  
- Soft drinks, bottled water and ice to be provided by each vendor that wishes to sell non-alcoholic beverages.  
- On a first-to-pay basis, vendors will be chosen on the type of food you plan to sell. This is to avoid duplication.  
- You are responsible for damages to your assigned work area at set-up, during the event, and at time of take down.  
- The refundable deposit check for cleaning and damages will not be cashed. It will be returned to you within 14 days after the event providing there is no evidence of damage and your work area was restored to the condition it was in prior to set-up.  
- Children, age 10 and under, are not allowed in the booth area for liability reasons.

Submit with the application form the following:  
1. Check for booth as indicated above.  
   ☐ $400 (by June 1, 2011)  ☐ $450 (by July 31, 2011)  ☐ $500 (after Aug. 1, 2011)  
2. Separate $50 check for cleaning and damages.  
3. Copy of G.E.T. License  
5. Certificate of Liability Insurance of no less than $500,000 per occurrence and $1 million in the aggregate, with the University of Hawaii/Windward Community College and the Kaneohe Business Group named as additional insured for the Windward Ho’olaule’a event.  

Checks are payable to: WINDWARD HO’OLAULE’A  
Mail to: Gus Cobb-Adams, Windward Community College, 45-720 Kea’ahala Rd., Kāne‘ohe, HI 96744

MAHALO FOR YOUR CONTINUED SUPPORT TOWARD MAKING THIS EVENT SUCCESSFUL  
WINDWARD HO’OLAULE’A 2011 STEERING COMMITTEE
Windward Hoʻolauleʻa Food Vendor Agreement

1. You acknowledge that this is not a joint venture or partnership between you and the Windward Hoʻolauleʻa 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 and/or non-alcoholic beverages 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 and/or beverage 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 Hawaiʻi State General Excise Tax License and a Hawaiʻi State Department of Health temporary food booth permit. You are responsible for paying Hawaiʻi State general excise taxes relating to your income received from the Hoʻolauleʻa. You agree to provide the Committee with a copy of your Hawaiʻi State General Excise Tax License and a Hawaiʻi State Department of Health temporary food booth permit.

4. Booth Set-up: Friday, September 30, 2011 starting from 4:00 p.m. You will provide your own tents, lighting, equipment, and supplies. Generators and electrical outlets will be provided. You are responsible for items set up overnight. Neither the Committee nor University of Hawaiʻi - 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 woodworking, 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 8:30 a.m. on Saturday, October 1, 2011. The event will open at 9:00 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.

6. Booth Tear-down: You may begin taking your booth down at 8:00 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 9:00 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 Hoʻolauleʻa 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 Hoʻolauleʻa, the University of Hawaiʻi – Windward Community College, the Kaneohe Business Group, the University of Hawaiʻi, the State of Hawaiʻi, 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 Hawaiʻi – 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 __________________________
______________________________ Date ______________________________
Signature __________________________ Title __________________________ Date ______________________________

Acknowledged by: __________________________ Date ______________________________

Windward Hoʻolauleʻa Food Committee Chair