

**University of Hawai'i  
Windward Community College**

**Palikū Arts Festival - Vendor Agreement**

**Event Date/Time/Location:**

**Saturday, April 6, 2019**

10:00am – 4:00pm at Windward Community College  
Palikū Theatre Plaza and Hale Pālanakila Building

**Vendor Information:**

Name of Company (dba): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Mobile #: \_\_\_\_\_

Email: \_\_\_\_\_

Product(s) you are selling: \_\_\_\_\_

Submit along with this signed agreement:

1. Copy of your G.E.T. License
2. Proof of Commercial General Liability Insurance **(for Food Vendors)**
3. A photo or copy of signs and/or graphic materials for approval
4. Check made payable to "University of Hawai'i for the amount of **\$300 for Food Vendors or \$50 for Craft Vendors.**  
Signed agreements and payments can be mailed to:

**Windward Community College  
Palikū Arts Festival  
Attn: Business Office  
45-720 Kea'ahala Road  
Kaneohe, HI 96744**

User is an organization without UH affiliation and is [check one of the following appropriate boxes]:

- (a) Not for profit organization (e.g., conducting charitable, civic, community, cultural, or educational activities and/or is one recognized by the Internal Revenue Service as a 501(c)(3) organization).
- (b) For profit or commercial organization conducting a for-profit Authorized Activity.
- (c) For profit or commercial organization whose Authorized Activity qualifies as charitable, civic, community, cultural, or educational activity that is conducted on a not for profit basis.

1. Vendor understands and acknowledges that this is an "alcohol-free" event, and no alcohol shall be consumed, served, or sold in connection with your participation in with this event.
2. 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 your designated area. It is your responsibility to ensure that your booth is set-up with the safety of others in mind.
3. You agree to only sell merchandise described and agreed upon as stated above.
4. It is expressly understood that you and your company shall be an independent contractor engaged in transacting its own business on premises furnished by Windward Community College. You agree to pay for the cost of labor, material, supplies, and other expenses in connection with the operation of your business and to defend, indemnify, and hold harmless the University of Hawaii, Windward Community College, its officers, employees and agents, from any and all claims or demands for damages and liability for anything and everything whatsoever arising from any acts or omissions of, or out of services provided by you, the company you represent, or your company officers, employees, and agents, to

include all attorney fees.

5. Prior to the start time of the event and throughout the hours of the event, you agree, at your cost and expense, to comply with all laws, ordinances, rules, and regulations as required by Federal, State, and County governing agencies affecting the operation of your business in the assigned area, including but not limited to the generality of the foregoing and a Hawaii State General Excise Tax License ( a copy of which is attached/enclosed with this agreement), and all applicable University of Hawaii and Windward Community College rules, policies, procedures, and guidelines relating to the use of the Use Area, the Facility, and/or Windward Community College (collectively the "UH Policies").
6. Any signs or graphic materials to promote business at the event, even signs to be used within your designated area, must be approved by the coordinator of the Palikū Arts Festival prior to the event. Submit a copy along with your signed agreement.
7. **Booth Set-up:** You may set up backdrops, tables, etc., beginning on Saturday, April 6, 2019, starting at 8:00am. You provide your own equipment, tables, and supplies. Electricity will be available for your use. You shall not affix any signs to campus buildings or property and are prohibited from using nails, staples, tacks, or tape on campus buildings and property.
8. **Booth Start-up:** All vendors must be ready at their locations to begin selling promptly at 10:00am and agree to selling merchandise through the end of the event which ends at 4:00pm. You agree to maintain your booth area and operations in a clean and safe manner.
9. **Booth Tear-down:** You may begin taking your booth down NO EARLIER than 4:00pm. You are responsible for the clean-up of your area, as well as the removal of all litter and refuse. All trash must be removed from your area by 5:00pm. If your area is not cleaned you agree to allow Windward Community College to assess you a cleaning fee of \$50.
10. You are responsible for reporting and paying Hawaii State General Excise tax relating to income from your participation in the Palikū Arts Festival.
11. The Palikū Arts Festival will proceed regardless of weather conditions. Refunds will not be issued because of inclement weather.
12. Neither the University of Hawaii nor Windward Community College shall be responsible for damage, vandalism or theft to the property of User, the User Agents, and/or the Attendees including, but not limited to, damage, vandalism or theft of property (such as automobiles and their contents) occurring on or within the area assigned for your use and/or Windward Community College property.
13. **Insurance Requirements** Unless specifically exempted from this provision by the campus Chancellor (evidenced by their signature below waiving the need for insurance) You agree to maintain the applicable insurance described hereto and incorporated herein by reference, issued by an insurance company or companies authorized to do business in the State of Hawaii. All terms defined in the Agreement shall be applicable to the insurance requirements contained in.
  - a. Commercial General Liability. Commercial general liability insurance covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of User and/or the User's Agents, within, on, or about the Use Area, the Facility, Event and/or Windward Community College, with minimum combined single limits of liability no less than the following:
    - i. Property damage per occurrence: \$1,000,000.00
    - ii. Personal injury or death: \$1,000,000.00
      1. Per person per occurrence
      2. Per occurrence
    - iii. Products liability:
      1. Per person per occurrence \$1,000,000.00
      2. Per occurrence \$1,000,000.00
  - b. Automobile Insurance. Automobile Liability Insurance to include coverage for any owned, non-owned, or hired automobiles with limits of: \$1,000,000 per Person/\$1,000,000 per Accident - Bodily Injury; \$1,000,000 per Accident - Property Damage; and Basic No-Fault coverage as required by Hawai'i law.
  - c. Workers' Compensation Insurance. Workers' Compensation insurance with respect to work by employees of the User and the User Agents on or about the Use Area, the Facility, Event and/or Windward Community College.
  - d. Common provisions. Each insurance policy that User and/or any of the User Agents are obligated to obtain under this Agreement shall be subject to the following:
    - i. Notice of change. All insurance policies required under this Agreement shall contain a clause to the effect that should any of the insurance policies be limited in scope, changed, or cancelled before the expiration date thereof, the insurer shall provide User and University of Hawaii (UH) with notice in accordance with the policy provisions or, if sooner, as required by law. User shall, and shall ensure that the User Agents shall, provide the University of Hawaii notice of (a) any act or omission by User or the User Agents that would allow the insurer to terminate or modify any of the insurance coverage within two (2) business days of such act or omission (including, but not limited to, failure to renew an insurance policy or pay a required premium therefor) and (b) notice of cancellation, limitation in scope, material change, or non-renewal by the insurer within two (2) business days of receipt.
    - ii. Insurance obtained by the UH shall apply in excess of User insurance. Any insurance maintained by UH will apply in excess of, and not contribute with, insurance provided or obtained by User and/or any User Agents under this Agreement.
    - iii. UH as additional insured. User shall, and shall ensure that the User Agents shall, name UH, the UH Agents, and those persons or entities identified in writing from time to time by UH to User as additional insured on the insurance policies for all insurance coverage User and/or the User Agents are obligated to obtain under this

Agreement, except for Workers' Compensation and Employer's liability insurance.

- iv. Waiver of subrogation endorsement. All insurance required under this Agreement will contain a waiver of subrogation endorsement in favor of UH.
- v. UH not required to pay premiums. User and the User Agents shall be solely responsible for the costs of procuring and maintaining the insurance coverage described in this Agreement and shall not charge UH or expect UH to pay any portion of the premiums or charges to obtain the insurance coverage required under this agreement.
- vi. Acceptable deductibles. The terms and amounts of any deductibles for the insurance policies required under this Agreement must be reasonable and acceptable to UH based upon the type of insurance involved and the nature of the Authorized Activity, User's use of the Use Area, Event and/or the conduct of the Authorized Activity on or within the Use Area, the Facility, and/or Windward Community College.
- vii. Deposit insurance certificates. User shall, and shall ensure that the User Agents shall (a) deposit with Windward Community College, at least five (5) business days prior to the Event date, certificates of insurance necessary to satisfy UH that the insurance provisions of this Agreement have been fully complied with.
- viii. Insurance shall not limit User liability. The procuring of such required policy or policies of insurance shall not be construed to limit User's liability hereunder or to fulfill User's indemnification, defense, and hold harmless obligations and requirements of this Agreement. Notwithstanding said policy or policies of insurance, User shall be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of User and/or the User Agents.

14. **Waiver.** Any waiver of the terms, conditions, or provisions of this Agreement or a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the terms, conditions, or provisions of this Agreement or such party's rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take any subsequent action. No exercise or enforcement by any party of that party's rights or remedies under this Agreement will preclude the enforcement by such party of any of its other rights or remedies that are available under this Agreement or by law.

15. Notwithstanding any termination of this Agreement, the following vendor obligations will survive and continue with respect to any claims or matters arising or occurring prior to such termination: (a) any User payment obligation, (b) any User obligation to indemnify, defend, hold harmless UH, the UH Agents, and/or the State of Hawai'i, (c) any User obligation to maintain, cleanup, and restore the Use Area, the Facility, and/or Windward Community College, (d) any User obligation to provide and maintain required insurance coverage.

I have read all of the terms and conditions stated above and within this document and fully understand and agree with all terms and conditions for my participation in conjunctions with the event. I accept full financial responsibility for any damages done on my part, my agents, and associates and the booth/vending area assigned to. I will be professional, respectable and conduct good business with patrons of the event and with associate vendors accordingly. ALL SALES ARE FINAL. ALL FEES ARE NON-REFUNDABLE EXCEPT AS STATED IN THIS AGREEMENT.

DBA: \_\_\_\_\_

Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

Title: \_\_\_\_\_

**Waiver of insurance requirements (if applicable)**

By signing below I approve the waiving of any insurance requirements for this vendor in conjunction with the above specific activities of the vendor with the event, inclusive of the date and time of the event as listed above.

\_\_\_\_\_ DATE: \_\_\_\_\_

Chancellor