"Pūlama ka hanauna hou"
Nurturing the next generation

WINDWARD HOʻOLAULEʻA FOOD VENDOR AGREEMENT

1. You are granted the privilege to sell food and non-alcoholic beverages at the assigned area and must conduct business from within the enclosure of the designated food area. It is your responsibility to insure that your booth is set-up with the safety of others in mind. You will not sell any food except the food described and agreed upon on your application. You acknowledge this is not a joint venture or partnership between you and the Windward Hoʻolauleʻa 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 food sale area, including but not limited to the generality of the foregoing and a Hawaiʻi State General Excise Tax License. You agree to provide the Committee with a **Hawaiʻi State Department of Health temporary food booth permit.** Submit this with your application.
3. **Booth Set-up: Friday, September 26, 2008 starting from 4 p.m.** You provide your own tents, equipment and supplies. Generators and electrical outlets will be provided. Vendor to supply own lighting. Ample parking is available. You are responsible for items set-up overnight. Please do not nail, staple, tape or tack to any woodwork, concrete walls or other school property. Neither the Committee nor 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 Food Vendor Chair along with your application form.
4. **Booth Start-up:** All food vendors must be ready to sell by no later than **8:30 a.m. on Saturday, September 27**. The event will open at 9:00 a.m. and close by 9:00 p.m. You will maintain your booth and its operations in strict sanitary condition at all times. Open fire area is not allowed (charcoal or wood burning appliances).
5. **Booth Teardown:** You may begin taking your booth down at 9:00 p.m. and no sooner. You are responsible for the clean up of you 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 Hawaiʻi State general excise tax relating to income from the Hoʻolauleʻa.
7. The Hoʻolauleʻa will proceed regardless of weather conditions. Refunds will not be issued because of inclement weather.
8. You will release the Windward Hoʻolauleʻa, Windward Community College, its agents, officers and directors of any an 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 Committee 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 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 Hoʻolauleʻa, Windward Community College, its agents, officers and employees, the State of Hawaiʻi, the promoters, and organizers 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