



TASTE OF WAIPAHU
Saturday, November 13, 2021
4:00 p.m. to 8:00 p.m.
LEEWARD YMCA



CONTRACT TERMS AND CONDITIONS

WE RESERVE THE RIGHT TO REFUSE SERVICE. YOUR SIGNATURE ON THE APPLICATION INDICATES THAT YOU ACCEPT ALL THE TERMS OF THIS CONTRACT, TASTE OF WAIPAHU, AND ANY FINES THAT MAY BE ISSUED. WE WILL NOT BE RESPONSIBLE FOR EVENTS THAT MAY OCCUR DUE TO LACK OF KNOWLEDGE OF POLICIES AND PROCEDURES. THERE MAY BE THE POSSIBILITY OF DUPLICATE VENDOR'S, HOWEVER WCA WILL MAKE ALL EFFORTS TO KEEP IT TO A MINIMUM.

- 1. APPLICATION FOR SPACE. SPACE IS ON A FIRST COME FIRST SERVE BASIS.** Exhibitor will not sublet the exhibit space contracted for and shall not exhibit or permit any merchandise other than specified on the vendor application. Event organizers/Waipahu Community Association (WCA) reserves the right to designate where exhibitors may present their displays. No set-up allowed if balance is owed. **All payments are non-refundable, non-transferable.** Event organizers/WCA reserves the right to terminate any exhibitor contract for just cause. Keep all items within the limits of your own space.
- 2. DISPLAY.** All displays and materials shall not disturb the aisles or exhibits in adjacent booths, physically or visually. All booths shall have proper signage. Event organizers/WCA reserves the right to restrict or reject any exhibit that may be objectionable or not in keeping with the quality or character of the Taste of Waipahu. Display and products must remain within assigned booth space.
- 3. IMPOSED FINES FOR VIOLATIONS.** A fine of \$25.00 per infraction will be charged if exhibitors are found violating any of the following: **A)** If booth is not manned and ready for business through the entirety of scheduled show hours; **B)** If exhibitor does not remove their own trash before, during and after the show.
- 4. FOOD VENDORS. All FOOD exhibitors must** carry and provide a food permit pertaining to the operation of your booth products and services during the event. All established food vendors provide a copy of your current food permit. If you do not have one, you must apply for one from the State of Hawaii. **NOTE FOR THOSE WITH TEMPORARY PERMITS:** All foods to be sold must be listed on the application for clearance by Board of Health permit. Foods sold at the event but not listed on the application may result in immediate closure of booth. In addition, all food vendors must provide one (1) fire extinguisher in their booth and provide their **OWN HANDWASH STATIONS.** You are subject to USDA rules and regulations.
- 5. GENERAL LIABILITY INSURANCE/GET LICENSE. All exhibitors** must carry and provide proof of insurance pertaining to the operation of your booth products and services. Established vendors must furnish a copy of the certificate of insurance no later than October 5th, 2021. **Please note that coverage needs to name Waipahu Community Association (WCA) as additional insured.** In addition, vendors must present their GET license within their booth in a visible manner during the duration of the event.

- 6. PERMISSION AND RELEASE WAIVER.** Exhibitor understands that WCA will be photographing, videoing, and promoting the event on advertising material or through social media. I Understand that me or my business may be photographed or videoed and that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording.
- 7. INDEMNIFICATION.** Exhibitor agrees to hold WCA and its affiliated business harmless from any claims from or due to acts of Exhibitors, its agents, and employees, whosoever designated, and/or for loss and/or injury of any nature.
- 8. NON-EXHIBITOR SOLICITATIONS.** Unauthorized solicitation within the exhibition area by individuals who did not buy booth space is strictly prohibited; report all non-exhibitor solicitations to Taste of Waipahu event organizers/WCA immediately.
- 9. WITHDRAWAL.** Failure on the Exhibitor's part to make use of the said rental space shall not relieve the Exhibitor of its obligation for full payment here under. After execution, this contract cannot be revoked or cancelled – unless by mutual agreement and Exhibitor shall be liable for the full amount of this contract, plus interest at the maximum amount allowed by law and reasonable attorney fees and court costs if necessary, for collection purposes. If vendors' booth is not ready for business by the time of the event, Taste of Waipahu event organizers/WCA reserves the right to reassign the booth.
- 10. SHOW CANCELLATION.** Events are not cancelled due to weather. If you choose not to attend/participate due to the weather, no fees will be returned. Event will proceed—rain or shine. Events are not rescheduled. In the sole judgment of the event organizers, should the show be materially interfered with by reason of, including but not limited to, strike, war, natural disasters, injunction, fire, or any act beyond the control of the event organizers, the Agreement of Vendor Space may be terminated. In that event, WCA will not incur any liability to refund vendor's booth fee or for damages sustained by the vendor as a result of such termination. In the event of such termination, the vendor expressly waives such liability and releases to Taste of Waipahu event organizers/WCA, from all claims and damages.
- 11. CHECK-IN/SET-UP.** All Vendors must be checked in with Taste of Waipahu event organizers no later than one hour prior to event opening. In the event that vendors do not occupy the rental space paid by the vendor, organizers reserve the right to reassign or occupy such rental space in any way without rebate or allowance and without releasing vendor from any liability herein.
- 12. PROMOTION.** All vendors will allow Taste of Waipahu and its sponsors to use their name and likeness for promotional advertising and publicity at no compensation. As a cross promotion for the event, vendors must display a Taste of Waipahu poster and/or event flyers within their own businesses.
- 13. MOVE-IN.** Vehicles are allowed only during check-in, set-up and break down time. Due to liability issues, vehicles are not allowed to drive into the exhibit area during the duration of the event. Vehicles left unattended will be towed at owner's expense. Vendors are responsible for their own merchandise at all times. Event organizers will not be responsible for any claims due to theft or damage.

14. TRASH REMOVAL. Vendors will be responsible for the removal and disposal of their own trash. Any trash left behind by vendor will be subject to a removal fee.

15. MOVE OUT. Vehicles may or may not be allowed to drive into the exhibit area with caution. Booths should remain intact and goods and equipment should not be moved until show's closing. Vendor must clear out all products and displays no later than 9:00 pm. Event organizers will not be liable for any goods or property left by the vendor.

16. WCA CONTRIBUTION PLEDGE. The Waipahu Community Association (WCA) is a 501© 3 non-profit organization whose mission is to build a stronger community. The Taste of Waipahu event is one of several activities WCA organizes for Waipahu. All vendors are asked to kindly consider making a contribution pledge to help WCA continue its mission and provide events like the Taste of Waipahu. All contributions are tax-deductible. WCA's tax ID number is 99-0093258. Should you have any questions regarding your contributory support for WCA, please call 677-6939.

17. PANDEMIC RESTRICTIONS. All vendor operators/workers must provide proof of vaccination either COVID-19 Vaccination Record Card or negative results. Operators/workers must wear mask at all times. Vendor must have area set up to abide by the social distance regulations of keeping 6 feet distance between individuals. Waiting line should be coned or lined. All vendors must follow the safety and guidelines of the Mayor's Proclamation and Emergency Order 2021-14 available on oneoahu.org.

I HAVE READ THE ABOVE AND HEREBY AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS:

Print Name: _____ Signature: _____

Print Vendor Company: _____

Address: _____

Phone: _____ E-mail: _____

Date: _____