



FOOD SERVICES

22nd Annual Hale'iwa Arts Festival

July 13-14, 2019

TEL: (808) 637-2277
P. O. BOX 1141, HALE'IWA, HI 96712

EMAIL: info@haleiwaartsfestival.com
WEB: www.HaleiwaArtsFestival.org

General Contract for Food Services

This contract for Services (referred to as "Contract") is made effective as of May 6, 2019 by and between Hale'iwa Arts Festival, P.O. Box 1141, Hale'iwa, HI 96712

In this Contract, the party who is contracting to receive services will be referred to as "HAF," and the Food Vendor who will be providing the services will be referred to as "Vendor."

1. Description of Services.

Vendor, beginning on July 13, 2019, at 9 am, and ending July 14, 2019, at 5 pm, may only sell foods agreed upon by HAF at HAF's Summer Event at Hale'iwa Beach Park. Minimum hours for food booths at festival are 10 a.m. to 4 p.m. each day. Vendor's set-up may begin at 3 pm until 7 pm, July 12, 2019, or at 6:30 am on July 13, 2019. Set-up must be completed by 9:30 am on July 14, 2019.

2. This Application must be submitted on or Before May 6, 2019 with a Non refundable \$250 application fee that will be applied to your Booth Fee of \$750 that will be due May 27, 2019, with no exceptions.

3. Upon acceptance, Vendor must provide the following to HAF by May 27, 2019: **a)** \$500 the Balance of \$750 Booth Fee for event; This check, payable to Hale'iwa Arts Festival **b)** a signed copy of this agreement; (pages 1-2) **c)** a copy of Vendor's State of Hawaii General Excise

Tax License; **d)** a signed copy agreeing to the event rules and guidelines (attached), (pages 4-5) **e)** TWO SEPARATE* certificates of insurance showing your current written indemnification (general liability and product liability certificates of insurance) with the dates & place of event. THE FIRST listing as a certificate holder, "Hale iwa Arts Festival", and THE SECOND, listing as a certificate holder, "City and County of Honolulu, its officers and employees". These certificates must state in "special provisions" that these certificate holders are named as additional insured to your policy; **f)** an actual menu and food prices as they will appear at the festival; **g)** a copy of a current State of Hawaii Health Department temporary application permit for Hale'iwa Beach Park. **(Failure to submit all required items by May 27, 2019 may result in the loss of the \$250 application fee and the nullification of this contract.) (May 6, 2019)**

3. Payment for Services. Vendor agrees to pay compensation to HAF for services in the flat fee amount of \$750, for the 2 (two) days for 1 (one) food booth).

4. Limit on Services. All vendors will be allowed to sell non-alcoholic beverages from their booth, (EXCEPT BOTTLED WATER). HAF RESERVES THE EXCLUSIVE RIGHT TO SELL BOTTLED WATER AT THIS EVENT. HAF WILL NOT SELL ANY OTHER BEVERAGES.

5. Term/Termination. This contract will terminate automatically on July 15, 2019 or at the time both signatories have met all terms of this contract.

6. Work Product Ownership.

Any works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") protected by, or pending copyright, which are developed in whole or part by Vendor in connection with the Services remain the exclusive property of the Vendor.

7. Confidentiality.

Vendor, and its employees, agents or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Vendor, or divulge, disclose or communicate in any manner any information that is proprietary to HAF. Vendor and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Upon termination of this Contract, Vendor will return to HAF all requested records, notes, documentation, materials and other items that were used or controlled by Vendor during the term of this Contract.

8. Indemnification.

Vendor agrees to indemnify and hold harmless HAF, its directors, employees and volunteers, from all claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against HAF, its directors, employees and volunteers that result from the acts or omissions of Vendor and/or Vendor's employees, agents or representatives.

9. Warranty. Vendor shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services that meet generally acceptable standards in our community and region, and will provide a standard of care equal to or superior to care used by service providers similar to Vendor on similar projects.

10. Cancellation of Event.

In the event that the Summer Event must be canceled prior to July 13, 2019, application fee of Vendors' monies will be retained to defray costs incurred up and to the date of conciliation.

11. Entire Agreement.

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter hereunder. This Contract supersedes any prior written or oral agreements between the parties.

12. Severability.

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

(Failure to submit all required items by May 27, 2019 will result in the loss of all moneys paid to up to May 6 2019, nullification of the contract, and exclusion from participation in this and future events.)

PLEASE NOTE: Please submit all of the above information to us by the mandatory deadlines, and we will submit your paperwork, along with our own. Vendors compliance with HAF deadlines is necessary for HAF to obtain its permit for this event.

Additionally, for our 2019 event we are asking that our food vendors "go green", and require that you use recyclable/biodegradable goods (flatware, plates, napkins) at your booths. We plan to have Zero Waste areas for attendees to deposit their used plates and leftovers.

HALE'IWA ARTS FESTIVAL INFORMATION, GUIDELINES AND RULES FOR FOOD VENDORS

The purpose of the following guidelines and rules for the Summer Event is to ensure a successful event for the Hale'iwa Arts Festival, the vendors, the visual artists, the performing artists, community group participants and the attending public, and to adhere to City and County of Honolulu procedures. Your cooperation is essential.

Should an emergency or other situation arise requiring an exception to any of the following rules, the Event Coordinator must be notified and permission received before the exception is made. Infractions may result in a withholding of submitted deposits, removal from the site or other remedies as may be appropriate.

- Food Vendors must submit all documents and meet all deadlines described in the General Contract and the attached "Reminder" list;
- Assigned booth space is approximately 15'x15';
- All Food booths, signage, any tables and chairs, and decor must be set-up during the hours described in the contract and completed ½ hour before the opening hours of the event on each of the two days. Shut down and cleanup of food booths will be allowed after the minimum hours of operation, but no vehicles will be permitted on the event site during hours of public attendance unless authorized by the Event Coordinator;
- Bathrooms with sinks are available near the food concession area, added porta-potties will be supplied;
- Food waste and waste-water must be disposed of in a safe and sanitary manner.
- No electrical power will be provided by the Hale'iwa Arts Festival. If your concession requires a dedicated electrical service, you must obtain our permission to provide your own generator with an adequate muffling system. Loud generators, our call, will not be allowed on site.
- Food vendors must provide all signage, labor, supplies and materials necessary for the operation of their concession, and for the safety and comfort of their patrons, (utensils, trash receptacles and replacement bags, tables and chairs). There are limited picnic tables on site, and Hale'iwa Arts

Festival will provide a minimum of tables and chairs near the concession area. All benches, tables and chairs, provided from whatever sources, will be considered as for general attendee use;

- Each vendor is required to secure a large trashcan near their booth and have replacement liners available. Hale'iwa Arts Festival personnel will remove trash during the event;
- All required licenses and permits must be prominently displayed at your concession site;
- All booths, signage, displays, materials and equipment left in the park overnight must be secured to withstand wind or rain. Hale'iwa Arts Festival will provide 24 hour security from 6pm July 12 to continue until 8am July 16, 2019, but all items left on the site while you are absent are left at your own risk;
- Hale'iwa Arts Festival is once again seeking permission to drive onto the event site for set-up, tear-down, and restocking of concessions during hours that the public is not in attendance. However, this is not secured at this time. Obtain permission from the Event Coordinator before driving onto the park grounds for any reason;
- Any tent stakes or stakes to secure trashcans must be driven into the ground in areas that will not damage sprinkler pipes. These lines will be marked prior to your setup. Stakes and any tie-down lines should be flagged and stakes need to have protective covers or padding on the top;
- Each vendor is required to have a currently certified fire extinguisher at their site;
- Vendors and their agents, as well as all other Hale'iwa Arts Festival participants and attendees must abide by all rules established by the City and County of Honolulu regarding public use of City Parks. No alcohol, drugs or pets are allowed at this event. HPD will be on site to see that these directives are adhered to;
- If inclement weather occurs during the event, vendors may secure and protect their products and equipment from damage, but must remain at their booths unless notified by the Event Coordinator that they may leave, or that the event has been canceled.

- Each concession must have a sign identifying the name of the vending company or the type of food for sale, and must display a visible menu with pricing;

- Promotional materials of your business, your products, your take-out menu, your business location and future public venues are permitted;

- Organized or formal political, social or religious agenda promotions, or distribution of literature promoting a particular candidate, party or political, social or religious agenda is prohibited;

- Please refrain from profane language and from making socially unacceptable racial, religious or sexist comments on the event site;

- The Hale'iwa Arts Festival is charged with the responsibility of monitoring adherence to rules and guidelines for all participants and for the smooth implementation and integration of all aspects of this event. Therefore it is the Hale'iwa Arts Festival's decisions regarding interpretation and enforcement of all matters relating to this event shall be final.

Please call with any questions:

Kathy Ells
Hale'iwa Arts Festival
P.O. Box 1141
Hale'iwa, HI 96712
Cell: (808) 620-3157

ACCEPTED _____

DATE: _____



HALEIWA ARTS FESTIVAL VENDOR APPLICATION FORM

Submit on or before May 6, 2019

Mail To: Haleiwa Arts Festival, P.O. Box 1141, Haleiwa, HI 96712

Service Recipient: HALE'IWA ARTS FESTIVAL

By: _____ **Date:** _____

Service Provider: (Please print clearly)

(Name on General Excise License)

By: _____

Signature _____

Date: _____ **Title** _____

Please print name: _____

Company name: _____

Address: _____

Contact phone number(s): _____

Contact fax number(s): _____

Contact e-mail address: _____

On behalf of the Hale'iwa Arts Festival, We would like to say mahalo for your participation in our 22nd Annual Summer Event. We appreciate your support and kokua!