

**2017 NOONHW CHAMPIONSHIP REGATTA VENDOR’S CONTRACT**

The Na Ohana O Na Hui Waa Canoe Racing Association, (hereinafter “NOONHW”), grants the vendor designated below (hereinafter “Vendor”), the right to occupy space #\_\_\_\_\_ in a designated spot to sell food or crafts at the NOONHW Championship Race (the “Race”). Vendor agrees to pay the following consideration for the right to be a Vendor at the Race:

COMMERCIAL / NON-CLUB VENDOR		NOONHW CLUB	
_____	Food booth - \$100.00 (tent size tent, 20’ x 20’)	_____	Food booth - \$75.00 (tent size tent, 20’ x 20’)
_____	Craft booth - \$100.00 (tent size, 10’ x 10’) may purchase multiples	_____	Craft booth - \$75.00 (tent size, 10’ x 10’) may purchase multiples
(number requested)		(number requested)	
		_____	Club Merchandise - \$25.00 from beneath the club’s own tent

Company/Vendor Name: \_\_\_\_\_

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

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

Email: \_\_\_\_\_ Cell: \_\_\_\_\_ Phone: \_\_\_\_\_

1. Description of all products/food being sold. Vendor is prohibited from selling or giving away items, except for the following (attach additional page if more space is needed):

(list type of crafts or anticipated menu)

2. Vendor shall not, without prior written consent of NOONHW, assign or sublet such space, or any part thereof.
3. The space on which said Vendor shall display and exhibit its products shall be as shown on the floor plan provided for said activity. Failure to occupy the designated space will result in Vendor being asked to move.
4. NOONHW will not be liable to fulfill this contract if the premises on which this activity is to be produced is destroyed beyond the control of NOONHW.
5. The conditions, rules, and regulations attached hereto are incorporated herein. NOONHW shall have full power, in its sole discretion, to make or amend any rules. All rights granted to the Vendor herein are contained in this agreement. (Disputes concerning the meaning of interpretation of any provision hereof shall be resolved by NOONHW and its decision shall be final.)
6. Payment for reservation of a space at the Race must be made upon submission of this contract. Failure to do so may result in the space being given to another Vendor. Space will be allocated at the discretion of NOONHW and will be not be assigned to a Vendor until payment is received.
7. Miscellaneous (special requirements such as the need to have a vehicle parked behind your space for supplies, a request for the end space, etc.). All requests will be reviewed, and to the extent possible, honored; however, NOONHW makes no promises or assurances that each request will be fulfilled.

\_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have set their names this \_\_\_\_\_ day of \_\_\_\_\_ 2017.  
# month

Na Ohana O Na Hui Waa  
Attn: Noe Fox, Championship Fair Chair  
P.O. Box 2279  
Honolulu, HI 96804

Company/Vendor Name:  
\_\_\_\_\_  
(please print neatly)

Vendor's Signature:  
\_\_\_\_\_

NOONHW OFFICER or DESIGNEE SIGNATURE:

Contact Person:  
\_\_\_\_\_  
(please print neatly)

If you need further information, please contact: Noe Fox at (808) 306-9403 or email kalihikai@me.com

**CONDITIONS, RULES, AND REGULATIONS**

**FOOD BOOTHS:** Vendors selling perishable food items (any items that require a cooler, warmer, BBQ, stove, etc.) are required to obtain an Application for Temporary Food Establishment permit from the Department of Health. If a permit is not presented, Vendor will not be allowed to set up and sell any food items. Minors are NOT allowed to prepare food items. They may take orders and serve patrons.

**BOOTH:** Unless otherwise stated, each Vendor is responsible for providing its own booth(s), structures(s), or displays(s), to be no larger than 10' x 10' (crafts) or 20' x 20' (food). If additional space is required, additional charges may apply.

**CONTROL OF PREMISES:** NOONHW may prohibit installation of any exhibit or merchandise not meeting its approval. NOONHW may prohibit over-the-counter sales without prior written permission. Decorations must be flameproof.

**REMOVAL OF GOODS:** Vendor expressly agrees that ALL parts of his or her exhibit will remain intact until 5:00 p.m. July 22, 2017. Vendor shall completely remove his or her booth(s) and all installations no later than 7:00 p.m., July 22, 2017. All the goods or property left after this date and hour will be at Vendor's sole risk. Vendor shall be liable for any damage which he or she may cause the building or facilities in connection with this booth.

**INSURANCE AND LIABILITY:**

**COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIREMENT** Submit together with this application: (1) An original Certificate of Comprehensive General Liability insurance in an amount not less than \$1,000,000.00, including products liability. (a) Bodily Injury: \$300,000 per occurrence, (b) Property Damage: \$10,000 per occurrence; (2) The above certificate of insurance shall name NOONHW and its affiliate associations and clubs and the CITY AND COUNTY OF HONOLULU as additional insured.

**INDEMNIFICATION:** The Applicant shall indemnify, save and hold harmless NOONHW the City and County of Honolulu from any and all deaths, injuries, losses and damages to persons or property, and any and all claims, demands, liabilities therefore arising out of the concession. The Applicant shall be responsible for the actions and/or omissions of the participating vendors.

NOONHW assumes no risk that may arise from the use of said space(s) by Vendor, and by the acceptance of this agreement. Vendor agrees to hold and save harmless of and from, any loss or damage by reason thereof. NOONHW assumes no responsibilities whatsoever for any property placed on the premises, and is hereby expressly released and discharged from any and all liability from any property.

<b>OFFICIAL USE ONLY: Checklist</b>	Approved: _____
Payment/Check No: _____	Signed Vendor Contract: _____
Certificate of Insurance: _____	Other: _____