



Wahiawa Pineapple Festival

'Pineapple Days, Hawaiian Ways'

May 4, 2019

Sponsored by the
Wahiawa Historical Society

Contract for Product Vendor Space

The Pineapple Festival Committee cordially invites you to be a vendor at the **WAHIAWĀ PINEAPPLE FESTIVAL**. The Pineapple Festival Committee is looking for crafts or other merchandise of high quality and we feel your items more than satisfy this requirement. We look forward to your participation in this historic event. We expect this to be a major event as Pineapple Festivals in the past have attracted well over 5,000 people.

Vendors must supply their own tents or other shade and all requisite equipment. Setup will be available at 3 p.m. on May 3rd and clean up must be completed by 8:00 p.m. on May 4. The Pineapple Festival Committee will provide overnight security. Each vendor must have all appropriate licenses and certificates. There is no refund for inclement weather or acts of God.

Vendor company name: _____

Responsible individual: _____

Address: _____

Contact phone number: _____

Contact email address: _____

Description of items to be sold: _____

Site and time:

The Festival will be held in the George Fred Wright Wahiawā District Park on Saturday, May 4th, 2019, from 10 a.m. to 6 p.m.

Fee and payment:

The rental charge for the 10'x10' space will be **\$100** for all vendors. Payment must be remitted with this application. The application becomes a contract when signed by the vendor and accepted by the Historical Society. Please make checks payable to the **Wahiawā Historical Society** and send to:

Wahiawā Pineapple Festival
c/o Nancy Calhoun
P.O. Box 1819
Wai`anae, HI 96792

Space assignment:

All vendors will be assigned their space by the Festival Site Coordinator. Every effort will be made to accommodate any special needs the vendor may have.

Contract for participation:

This application and contract for vendor participation shall be considered a binding contract between the two parties and subject to the rules and regulations set forth by the Pineapple Festival Committee in this contract when it is submitted with full payment and accepted by the Festival Committee. By submitting an application for vendor space, the applicant releases the Historical Society and the Pineapple Festival Committee from any and all liabilities to the applicant, its agents, licenses, or employees that may arise or be assented to as a result of the submission of an application or participation in this Festival. The contracting vendor and the Pineapple Festival Committee agree that one purpose of this Festival is to allow vendors to sell their goods to the public who attend the Festival. The Pineapple Festival Committee reserves the sole and absolute right to determine the appropriateness to the Festival's general theme of any vendor's goods. Vendors with a pineapple theme will have first priority. This application, when accepted by the Pineapple Festival Committee constitutes a contract for the right to use space.

Use of space:

The vendor may not sublet, assign, or apportion any part of the space allotted.

Restrictions:

The Festival Committee reserves the right to restrict sale of goods which, because of noise, method of operation, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the Festival. As required in the past, the City restricts anyone [vendors] from driving onto the field. Therefore, we ask that you comply with this rule and carry in your goods and equipment. You may use wagons, rolling totes, etc. We will have our high school ambassadors help you unload your goods to set up on Friday, and when you break down on Saturday.

Conduct:

During the hours of the Festival, the vendor or representative must occupy the assigned space.

Hawaii tax collection:

The Pineapple Festival Committee assumes no responsibility for the collection of the Hawai'i general excise tax as required by law. Such collection is the responsibility and duty of the vendor at time of sale.

Liability:

Neither the Wahiawā Historical Society nor the Pineapple Festival Committee shall be liable for damage or loss to any vendor's property through theft, fire, accident, or any other cause, whether the result of negligence or otherwise. The vendor shall indemnify both the Wahiawā Historical Society and the Pineapple Festival Committee against, and hold it harmless from any complaints, suits, or liabilities resulting from negligence of the vendor regarding the vendor's use of space. Neither the Wahiawā Historical Society nor the Pineapple Festival Committee assume any liability for any injury that may occur to vendors, the vendor's agents, and employees, or others. Vendors agree not to make any claims against the Wahiawā Historical Society or the Pineapple Festival Committee, its employees or agents except for breach of this contract.

Interpretation and enforcement:

These regulations become part of the contract between the Festival Committee and the vendor. The Pineapple Festival Committee has full power of interpretation and enforcement of these regulations and may amend them at any time. Also, the vendor agrees to abide by all reasonable rules and regulations that may be published from time to time. All matters not covered in these regulations are subject to the decision of the Pineapple Festival Committee. All decisions so made shall be binding on all parties affected by them as by the original regulations. Vendors or their representatives who fail to observe these conditions of contract or who, in the opinion of the Festival Committee, conduct themselves in an unethical manner may be dismissed from the Festival without refund or other appeal.

Set up and take-down time:

Set up [Friday, May 3rd]: 1pm-6pm

Break down [Saturday, May 4th]: 6pm-8pm

We try to be a quiet and efficient Festival. In light of that, when setting up please refrain from creating excess noise.

If you must leave early, please be mindful of the noise in taking down of tents and equipment so others will not be disturbed while enjoying the entertainment.

Refuse:

All refuse and garbage must be disposed of appropriately before you leave.

I have read the contract for the 2019 Wahiawā Pineapple Festival and will abide by it. I will release the Wahiawā Historical Society from any and all liability for personal injury or loss or damage to personal property arising out of my participation in the Festival.

Signature: _____ Date: _____

Print name: _____

Contact phone number: _____ Alternate number: _____

Please make checks payable to the **Wahiawā Historical Society** and send with this signed contract to:

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