



Wahiawa Pineapple Festival

May 4, 2019

Sponsored by the
Wahiawa Historical Society

Food Vendor Contract

The Pineapple Festival Committee cordially invites you to be a vendor at the **WAHIAWĀ PINEAPPLE FESTIVAL** to be held in the George Fred Wright Wahiawā District Park on May 4th, from 10 a.m. to 4 p.m. We expect this to be a major event as Pineapple Festivals in the past have attracted well over 5,000 people.

The rental charge for the 10'x20' space will be \$400 for food vendors. Vendors must supply their own tents or other shade and all requisite equipment. Setup will be available starting at 3 p.m. on May 3rd and clean up must be completed by 6:00 p.m. on May 4. The Pineapple Festival Committee will provide overnight security. There is no refund for inclement weather or acts of God.

All food vendors must have all applicable health certificates and insurance documents required by the city, and certified by the Pineapple Festival Committee by April 17th. Food vendors must provide sinks for hand washing and waste water containers as required by the City if they cook at the Festival. Waste water must not be dumped on the ground.

Please call Scott Harada at 292-1967 if you have any questions or need assistance.

Vendor company name: _____

Responsible individual: _____

Address: _____

Phone number: _____

E-mail address: _____

Please make checks payable to: The Wahiawā Historical Society and send to:

Wahiawā Pineapple Festival
P.O. Box 861500
Wahiawa, HI 96786

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 Festival Committee in this contract when it is submitted with full payment and accepted by the Pineapple Festival Committee. By submitting an application for vendor space, the applicant releases the Wahiawā 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 Festival Committee agree that one purpose of this Wahiawā Pineapple Festival is to allow vendors to sell their goods to the public who attend the Festival. The Festival Committee reserves the sole and absolute right to determine the appropriateness to the Festival's general theme of any vendor's goods. 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. Cooking that creates smoke is prohibited [eg. grilling, etc.] due to health issues some people might have. In this instance, said food items may be cooked and brought to the field to be sold, as we have done in the past. The use of hand sanitizers is allowed also.

Menu requirements:

Each food vendor must have one dish using pineapple to offer. The Menu Committee reserves the right to request a sample tasting of the required dishes prior to approval.

Conduct:

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

Hawaii tax collection:

The Festival Committee assumes no responsibility for the collection of the Hawaii 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 Pineapple 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 Festival Committee. Vendors or their representatives who fail to observe these conditions of contract or who, in the opinion of the Pineapple Festival Committee, conduct themselves in an unethical manner may be dismissed from the Festival without refund or other appeal.

Refuse:

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

I have read the contract for the 2019 Wahiawa 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 **Wahiawa Historical Society** and send with this signed contract to:

Wahiawā Pineapple Festival
P.O. Box 861500
Wahiawa, HI 96786