



17th ANNUAL KOREAN FESTIVAL
PRODUCT-CRAFT TENT VENDOR AGREEMENT

This Agreement is made on _____, 2019 between the Hawaii Korean Chamber of Commerce ("HKCC"), P.O. Box 2296, Honolulu, Hawaii 96804, and _____ ("Vendor"), located at _____ (address) for the 17th Korean Festival in Honolulu, Hawaii ("Festival").

TERMS:

A. Vendor Submittal. Vendor forms & documents must submit to HKCC by **July 19, 2019.**

1. A valid State of Hawaii Taxpayer Identification Number issued to Vendor.
2. The endorsed certificate of Vendor's comprehensive general liability insurance policy for the coverage limit of \$1,000,000.00 for each occurrence including products and completed operations for the Festival, and naming HKCC, Howard Hughes Corporation, Ward Village; the City and County of Honolulu, Na Ke Akua Group, Inc.,; Sea Engineering, Inc., and all other entities identified by HKCC, as additional insureds.
3. This Agreement signed by HKCC and Vendor.
4. A list of products or services Vendor wants to sell at the Festival, with suggested prices.
5. Vendor's refundable deposit of \$500.00 ("Deposit"), payable to the order of the "Hawaii Korean Chamber of Commerce Korean Festival".
6. Vendor's set fee of \$350.00 ("Set Fee"), payable to the order of the "Hawaii Korean Chamber of Commerce Korean Festival".
7. Vendor's extra fee, if any, for each additional Tent, table, or chairs ("Extra Fee").

B. Sales and Revenue Share.

1. **Only Festival scrip may be accepted as payment, gratuity or tips.** If Vendor accepts a different form of payment, gratuity or tips, a verbal warning will be given for the first offense, and **20%** of the different form of payment will be forfeit and immediately paid to HKCC. If there is a second offense, Vendor will forfeit to HKCC the Deposit, the Set Fee, the Percentage Fee of all scrip and different forms of payment received, and the Extra Fee. If there is a third offense, Vendor will cease operating, remove its property and vacate the Festival area, and forfeit all scrip and different form of payment collected by Vendor as well as the Deposit, Set Fee, Percentage Fee of scrip and all different forms of payment received, and the Extra Fee.
2. Only products, crafts, and services approved by HKCC may be sold at the Festival. No alcoholic beverages may be displayed, sold, or given away at the Festival unless approved and authorized by the HKCC. Vendor may not sell yogurt-based beverages at the Festival.
3. Only HKCC may provide booths, tables, and chairs used by Vendor.
4. HKCC will provide containers for scrip. Vendor will secure and keep the collected scrip and the scrip containers during the Festival, unless they are forfeited under paragraph B.1.



5. After the Festival, Vendor will deliver the collected scrip to HKCC to determine Vendor's total gross sales. Only whole and dry scrip will be counted. Wet or partly torn scrip will not be credited toward Vendor's total gross sales.
6. In consideration for being a Vendor, Vendor must pay HKCC the Set Fee, the Extra Fee (if any), and **ten percent (10%)** of the value of Vendor's total gross sales ("Percentage Fee"). The Set Fee, the applicable Extra Fee, and the Percentage Fee will be deducted from the value of Vendor's total gross sales, and the balance will be paid to Vendor, unless forfeited under paragraphs B.1, C.9, and F. The Deposit will then be returned to Vendor, unless forfeited under paragraphs B.1, C.9 and F.
7. Vendor is solely responsible for reporting and paying all taxes relating to its sales at the Festival, obtaining all permits and approvals, and purchasing and maintaining the insurance under paragraph A.2.

C. Tent Operation.

1. HKCC will provide Vendor with one 10x10 tent, one 30" by 96" table, and two folding chairs within a designated area inside a common product/service vendor area and, as paid by the Extra Fee, additional tables and chairs.
2. Vendor must deliver products, equipment, and supplies to the Festival area as directed by HKCC.
3. Vendor must comply with all applicable laws, rules, and regulations.
4. Vendor is responsible for transporting, and properly storing products, equipment, and supplies.
5. Vendor must begin sales at 11AM and continue until 7 PM.
6. Vendor will transport, store, prepare, display, and sell products and collect scrip.
7. Vendor must keep its designated area in a clean, orderly, and safe manner at all times.
8. Vendor must clean and vacate the common vendors tent by 10 PM, August 10, 2019. If the Vendor's area is not cleaned to HKCC's satisfaction, Vendor will forfeit the Deposit. All trash must be bagged and discarded in the roll off trash bins provided by HKCC.
9. Vendor may not share a booth or tables with any other vendor or non-profit.

D. Display and Clean Up.

1. Vendor must prepare, display, and handle all products in compliance with all applicable laws and regulations.
2. Vendor may not clean any equipment at the Festival, except as specifically permitted and where designated by HKCC.
3. HKCC may provide a common sink at the Festival area for Vendor and others for hand washing.

E. Equipment and Supplies.

1. Vendor must provide its own equipment and supplies not provided by HKCC under paragraph F, including but not limited to utensils and trash receptacles.
2. Vendor must provide all fire-safety equipment, such as fire extinguishers, as required by



the Honolulu Fire Department.

3. Vendor is solely responsible for properly transporting and storing products, equipment and supplies to the Festival.

F. Items Loaned to Vendor by HKCC. The tables, chairs, sink, and all other equipment or items loaned to Vendor are the property of HKCC and must be returned to HKCC immediately after the Festival. Vendor must pay for the replacement cost of any item not returned regardless of cause, or not returned in the same condition as when loaned to Vendor. Vendor must also reimburse HKCC for all HKCC supplies and other goods used by Vendor. The replacement value of lost, stolen, destroyed, or damaged HKCC property will be deducted from the Deposit and Vendor will be liable to HKCC for any remaining balance.

G. Vendor's Breach. Vendor will breach this Agreement if it does not:

1. Timely pay all sums owed to HKCC under this Agreement, or
2. Timely and satisfactorily comply with the terms of this Agreement, or
3. Offer for sale the products or services approved by HKCC or offer products or services for sale that are not approved by HKCC or allowed by Hawaii law.

If Vendor breaches this Agreement, HKCC in its sole discretion may terminate this Agreement and retain the Deposit, the Set Fee, and applicable Extra Fee as liquidated damages, and also may seek injunctive and other relief and damages, and its costs and reasonable attorney's fees, as permitted by Hawaii law.

H. Indemnification. Vendor hereby indemnifies, and will defend and hold harmless HKCC, Howard Hughes Corporation, the City and County of Honolulu, Na Ke Akua Group, Inc., Sea Engineering, Inc., and all of its respective departments, employees, representatives, officers, directors, members, and volunteers against and from all claims by or on behalf of any person or entity, arising from any breach of Vendor in the performance of any agreement, or arising from any negligence or intentional tort of Vendor or any of its contractors, employees, licensees, or representatives.

I. HKCC Representative. _____ is chairperson of the Korean Festival Vendors Subcommittee. Vendor must communicate to HKCC through _____ or his/her designate. This Agreement shall not be construed to create any partnership or joint venture between HKCC and Vendor.

By – 17th Annual Korean Festival

By – VENDOR - _____

Its Vendor Committee Chairperson

Print Name: _____

Its _____