



2024 KOREAN FESTIVAL - COMMERCIAL VENDOR PACKET

Commercial Vendor: for SALE packaged food and beverage, crafts, consumer goods, souvenirs, apparel, jewelry, etc. We strongly advise filling this form out digitally through the following link: <https://cvent.me/qERbDN>

COMPANY:
CONTACT:
ADDRESS:
PHONE NO:
EMAIL:

***** SUBMITTAL OF APPLICATION DOES NOT GUARANTEE ENTRY. ONCE APPROVED A CONFIRMATION EMAIL WILL BE SENT WITH AN INVOICE FOR APPLICATION FEES *****

DEADLINE: ALL DOCUMENTS MUST BE RETURNED BY: June 30, 2024:

	Federal EIN # _____ GE Tax ID _____
	Signed and Returned COMMERCIAL Product Vendor Agreement
	\$ 500.00 REFUNDABLE CLEANING DEPOSIT - Payable to Hawaii Korean Chamber of Commerce Foundation
	\$ 500.00 BOOTH FEE - Payable to Hawaii Korean Chamber of Commerce Foundation
	ADDITIONAL FURNISHINGS FEE - Payable to Hawaii Korean Chamber of Commerce Foundation (If Any) <ul style="list-style-type: none"> • \$500/Tent Package (10' x 10' tent, one table, two chairs) • \$15/Table • \$3/Chair
	Certificate of Insurance meeting or exceeding the Insurance requirements listed below.
	List of Electrical Requirements: Provide list of Appliances below or attach sheet.
	Company Banner no larger than 3' x 8' in dimension for HKCC's approval.
7/2 @ 1pm	Attending of Informational Product & Craft Mandatory Meeting (TBD)

Insurance Requirements:

Liability insurance coverage, including products liability must be provided by all Vendors. Hawaii Korean Chamber of Commerce (HKCC); State of Hawaii; Hawaii Tourism Authority (HTA); Hawaii Visitor and Convention Bureau (HVCB); Oahu Visitors Bureau, City and County of Honolulu; The Korean American Foundation-Hawaii; Pacific Rim Concepts LLC.; Charming Events Hawaii (CEH); must be listed as added insured. General Liability - \$1,000,000 per occurrence; Property Damage - \$100,000 per occurrence (**see sample Certificate of Insurance**)

Electrical and Other Needs:

Please list your electrical and/or other special needs you may need for your booth:

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For More Information

For all questions, please contact us at 808KoreanFestival@gmail.com or call 808-864-9812



20th ANNUAL KOREAN FESTIVAL COMMERCIAL PRODUCT VENDOR AGREEMENT

This Agreement is made on _____, 2024 between the Hawaii Korean Chamber of Commerce (“HKCC”), P.O. Box 2296, Honolulu, Hawaii 96804, and _____ (“Vendor”), located at _____ (address) for the 20th Korean Festival in Honolulu, Hawaii (“Festival”).

TERMS:

- A. Vendor Submittal.** Vendor forms & documents must submit to HKCC by **June 30, 2024**.
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 Hawaii Korean Chamber of Commerce (HKCC) PO Box 2296, Honolulu, HI 96804, State of Hawaii; Hawaii Tourism Authority (HTA); Hawaii Visitors and Convention Bureau (HVCB); Oahu Visitor’s Bureau, the City and County of Honolulu, The Korean American Foundation – Hawaii (KAF-HI); Pacific Rim Concepts LLC; Charming Events Hawaii (CEH); and its subsidiaries and/or affiliates, officers, directors, agents and employees as additional insureds.
 3. This Vendor Agreement signed by both HKCC and Vendor.
 4. A list of products or services Vendor wants to sell at the Festival, with suggested prices.
 5. Vendor’s refundable cleaning deposit of \$500.00 (“Refundable Cleaning Deposit”), payable to the order of the **“Hawaii Korean Chamber of Commerce Foundation”**.
 6. Vendor’s booth fee of \$500.00 (“Booth Fee”), payable to the order of the **“Hawaii Korean Chamber of Commerce Foundation”**.
 7. Vendor’s additional furnishings fee as ordered
- B. Sales and Revenue Share.**
1. **ONLY Festival script may be accepted as payment, gratuity or tips.** Scripts are in \$1 denominations (no cents). 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 Refundable Cleaning Deposit, the Booth Fee, the Percentage Fee of all script and different forms of payment received, and the Additional Furnishings Fee. If there is a third offense, Vendor will cease operating, remove its property and vacate the Festival area, and forfeit all script and different form of payment collected by Vendor as well as the Refundable Cleaning Deposit, Booth Fee, Percentage Fee of script and all different forms of payment received, and the Additional Furnishings Fee.
 2. Only products, pre-packaged food items, 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. Vendor will provide their own containers for script. Vendor will secure and keep the collected script and the script containers during the Festival unless they are forfeited under paragraph B.1.



5. After the Festival, Vendor will deliver the collected script to HKCC to determine Vendor's total gross sales. Only whole and dry script will be counted. Wet or partly torn script will not be credited toward Vendor's total gross sales.
6. In consideration for being a Vendor, Vendor must pay HKCC the Booth Fee, the Additional Furnishings Fee (if any), and **ten percent (10%)** of the value of Vendor's total gross sales ("Percentage Fee"). The Booth Fee, the applicable Additional Furnishings 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 Refundable Cleaning 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. Booth Operation.

1. HKCC will provide Vendor a 10' x 10' covered area or tent, one 30" by 96" table, and two folding chairs within a designated area inside a common product/service vendor area and any Additional Furnishings ordered
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. If Vendor sells any products or craft, vendor must display price signs as directed by HKCC.
5. Vendor is responsible for transporting, and safely storing products, equipment, utensils, and supplies, including ice.
6. Vendor must begin sales at 11AM and continue until 8PM and finish no earlier than 7PM.
7. Vendor will transport, store, prepare, display, and sell products and collect script only.
8. Vendor must keep the booth in a clean, orderly, and safe manner always.
9. Vendor must clean and vacate the booth by 10 PM, August 3, 2024. If the booth area is not cleaned to HKCC's satisfaction, Vendor will forfeit their Refundable Cleaning Deposit, the Booth Fee, the applicable Additional Furnishings Fee, and the Percentage Fee. All trash generated must be bagged and discarded in the roll off trash bins provided by HKCC.

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 area, except as specifically permitted and where designated by HKCC.

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 displays, presentation boards, 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 to the Festival
4. Vendor will provide their own portable self-contained hand washing set up if needed



(please see the following link for reference,
<https://health.hawaii.gov/san/files/2017/04/Special-Event-Food-Permit-Guidelines.pdf>)

- F. Items Loaned to Vendor by HKCC.** The booths, tables, chairs, signs, and all equipment and other 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 Vendor’s gross sales, in addition to any Refundable Cleaning Deposit, Booth Fee, applicable Additional Furnishings Fee, and Percentage Fee.
- 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.
 4. Violate the City and County of Honolulu Frank F. Fasi Civic Grounds Site Agreement.
 5. If Vendor breaches this Agreement, HKCC in its sole discretion may terminate this Agreement and retain the Refundable Cleaning Deposit, the Booth Fee, the applicable Additional Furnishings Fee, and Percentage Fee as liquidated damages, and 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, the City and County of Honolulu, HTA; HVCB; Oahu Visitor’s Bureau, KAF-HI; Pacific Rim Concepts LLC; Charming Events Hawaii (CEH); 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 a 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. Selection of Vendor’s booth location will be determined by the HKCC Korean Festival Promoter or Designee.

By – 20th Annual Korean Festival

By – VENDOR - _____

Its Vendor Committee Chairperson or
HKCC Representative

Print Name: _____

Its _____