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### 2024 KOREAN FESTIVAL - NON-COMMERCIAL VENDOR PACKET

Non-Commercial Vendor: Non-Profit, Arts and Crafts, Activities and Service Provider Vendors. We strongly advise filling this form out digitally through the following link: https://cvent.me/qERbDN

COMPANY:	
CONTACT:	
ADDRESS:	
PHONE NO:	
EMAIL:	
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 #		
	Signed and Returned NON-COMMERCIAL Product & Craft 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> <li>\$500/Tent Package (10' x 10' tent, one table, two chairs)</li> <li>\$15/Table</li> </ul>		
	• \$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 $3' \times 8'$ in dimension for HKCC's approval.		
7/2 @ 1pm	Attending of Informational Product & Craft Mandatory Meeting (TBD)		

### <u>Insurance Requirements:</u>

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 Visitor's Bureau; City and County of Honolulu; Pacific Rim Concepts LLC.; Charming Events Hawaii (CEH); must be listed as added insured. General Liability - \$500,000 per occurrence; Property Damage - 50,000 per occurrence (see sample Certificate of Insurance)

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

### For More Information

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



# 20th ANNUAL KOREAN FESTIVAL NON COMMERCIAL PRODUCT VENDOR AGREEMENT

This Agreement is made on	_,2024 between th	ne Hawaii Korean	Chamber of Commerce
("HKCC"), P.O. Box 2296, Honolulu, Ha	awaii 96804, and _		("Vendor"),
ocated at			(address) for the 20th
Korean Festival in Honolulu, Hawaii ("F	estival").		

#### TERMS:

- A. Vendor Submittal. Vendor forms & documents must submit to HKCC by <u>June 30, 2024.</u>
  - 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 Foundayion**".
  - 7. Vendor's additional furnishings fee as ordered

## B. 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.** Vendor is responsible for transporting and storing products
- **5.** Vendor must begin operations at 11AM and continue until 8PM and finish no earlier than 7PM.
- **6.** Vendor must keep the booth in a clean, orderly, and safe manner always.
- 7. 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.



# C. 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.

### D. Equipment and Supplies.

- 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.
- 4. Vendor must provide all fire-safety equipment, such as fire extinguishers, as required by the Honolulu Fire Department.
- 5. Vendor is solely responsible for properly transporting and storing products to the Festival
- 6. Vendor will provide their own portable self-contained hand washing set up if needed (please see the following link for reference, <a href="https://health.hawaii.gov/san/files/2017/04/Special-Event-Food-Permit-Guidelines.pdf">https://health.hawaii.gov/san/files/2017/04/Special-Event-Food-Permit-Guidelines.pdf</a>)
- E. 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.
- **F. 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.
- **G. 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.



H.	HKCC Representative	is a chairperson of the Korean Festival Vendors		
	Subcommittee. Vendor must communicate to HKCC through or his/he			
	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 – 2	20th Annual Korean Festival	By – VENDOR		
Its Vendor Committee Chairperson or HKCC Representative		Print Name:		
		Its		

Rev. 04/05/2024