

**14th ANNUAL KOREAN FESTIVAL
PRODUCT/SERVICE VENDOR AGREEMENT**

This Agreement is made on _____, 2015 between the Hawaii Korean Chamber of Commerce (“HKCC”), P.O. Box 2296, Honolulu, Hawaii 96804, and _____ (“Vendor”), _____ for the 14th Korean Festival in Honolulu, Hawaii (“Festival”).

TERMS:

- A. Vendor Submittal.** Vendor must submit to HKCC by _____, 2015.
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, the City and County of Honolulu, Finance & Leasing, Ltd., 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 \$100.00 (“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 table and two additional chairs (“Extra Fee”).
- B. Sales.**
1. Vendor may accept any form of payment from customers and may keep all payments from customers, except Festival scrip. If Festival scrip is accepted, Vendor may redeem the scrip for money from HKCC at a mutually agreeable time and place. Only whole and dry scrip will be counted. Wet or partly torn scrip will not be credited toward Vendor’s total gross sales.
 2. Only products and services approved by HKCC may be sold at the Festival. No alcoholic beverages may be displayed, sold, or given away at the Festival. Vendor may not sell yogurt-based beverages, or any perishable food product, at the Festival.
 3. Only HKCC may provide booths, tables, and chairs used by Vendor.
 4. In consideration for being a Vendor, Vendor must pay HKCC the Set Fee, and the Extra Fee (if any). The Deposit will be returned to Vendor after the Festival, unless forfeited under paragraphs C.8 and F.
 5. 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 one 30” by 96” table, and two folding chairs within a designated area inside a common product/service vendors tent 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 10AM and continue until 8PM.
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 10PM, July 11, 2015. 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, the City and County of Honolulu, the State of Hawaii, Finance & Leasing, Ltd., 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. Chris Fooi Jang Byun is chairperson of the Korean Festival Vendors Subcommittee. Vendor must communicate to HKCC through Ms. Byun or her designate. This Agreement shall not be construed to create any partnership or joint venture between HKCC and Vendor.

14th Annual Korean Festival
Vendors Subcommittee

By
Chris Fooi Jang Byun
Its chairperson

VENDOR

By _____
Its

Rev. 2/11/15