

# Kihei Fourth Friday Town Parties Vendor Application

**Directions:** 1) Fill out form 2) Submit application form, Rules & Regulations and copy of GET to address listed on last page or email to [KiheiFridays@gmail.com](mailto:KiheiFridays@gmail.com) 3) Applicants are put on a vendor waitlist on first come first serve basis. We will notify you once you are approved and a space has become available. Kihei Fourth Fridays DOES rotate its vendors. There are no permanent event vendors, nor is there a guarantee of the same booth location. Mahalo!

**\* Required**

Today's Date \*

\_\_\_\_\_

Name of Business \*

\_\_\_\_\_

Type of Business

\_\_\_\_\_

Business and Product Description: \* (This needs to be complete, as you will only be able to sell the type of items listed here. If you need to add in the future, you will need to notify [kiheifridays@gmail.com](mailto:kiheifridays@gmail.com) prior to the event)

***A 2 month commitment, signed Rules & Regulations and copy of your GET are required. Prices below reflect 2 month commitment. Submit paperwork and you'll be notified when the check is needed:***

*(Food Vendor will need to submit Temporary Food permit and insurance certificate upon approval)*

2 month Food Booths \$320, Food Trucks \$400(price includes GET tax) 2 month Retail/Craft Booths \$220 (beginning November 2013 – price includes GET tax)

Contact Name \*

\_\_\_\_\_

Contact Email Address \* \_\_\_\_\_ (mandatory to receive Vendor Booth Entry Pass)

Address \*

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Preferred Phone Number \*

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Website or Facebook

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Emergency Contact (Name and Phone Number) \*

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Contact [kiheifridays@gmail.com](mailto:kiheifridays@gmail.com) for all Vendor questions and inquiries.

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**Payment:** Payment is due five business days after application approval, if payment is not received, management reserves the right to forfeit application and reassign space to other vendor. Payment must be by money order or check, made payable to: **Kihei 4<sup>th</sup> Friday Documentation (copies) shall be submitted with application:** Hawaii General Excise Tax License Department of Health Temporary Food Permit for all food vendors Vendors sign off on Rules and Regulations Application available online at [www.kiheifridays.com](http://www.kiheifridays.com) **Electrical:** At this time there is no electricity available for NON-Food vendor spaces. Please make arrangements to provide your own battery type power. Quiet generators are allowed in Food Vendor area. There are battery generated power systems available at Costco and Walmart if need be. **(Any onsite electricity is reserved for entertainment and event logistic ONLY)**

**Event day schedule & Requirements:** Vendor is responsible for setup and breakdown of vendor area. We ask that you clean your space and take away any trash. If space is found in disarray a \$50 clean up fee will be charged. All Food Trucks/Booths on Piikea need to vacate the street by no later than 9:50pm. Road will reopen at 10pm. **Set up time:** 4:00 pm Non-food Vendors booth **eq.**

**drop off, (all cars must be removed from parking lot by 5pm, booth area will need to be setup and ready for sales by 6pm any discrepancies with above items will result in vendor dismissal with NO refunds) Food Vendor Staging: 4:30 pm Staging on Piikea *Piikea road closes* 5:00 pm Food Vendors Setup (all cars must be removed from Azekas parking lot by this time) Event Starts & Sales begin: 6:00 pm Event & Sales End 9:00 pm *Piikea Road reopens* 10:00pm**

**Photographs/Video Taping** There will be motion picture, video, live streaming and still camera crews videoing and photographing the Kihei 4th Friday Town Party event. This work may become part of a movie or other video(s) distributed in any and all media formats. If you do not want to be photographed or videotaped and thereby allow for your likeness to become part of the film or video, please do not enter the area. By your presence in such areas, you are consenting to the use of your likeness for the above stated purpose.

**Signature: \_\_\_\_\_ Company Name: \_\_\_\_\_ Date: \_\_\_\_\_**

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## **Kihei Fourth Friday Town Parties Vendor Application**

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### **Kihei 4th Friday Town Parties Rules & Regulations**

Thank you for your interest in Kihei 4th Friday Town Parties. Below you will find more information about participation in our monthly event that is held the fourth Friday of every month. Please read through the enclosed carefully.

All vendors are subject to the following rules and regulations. The term 'Management' herein refers to Kihei 4th Friday Town Parties, acting through its officers, committees, employees, or agents in the management of this Event. **WHERE: Azeka Mauka, South Kihei Road & the Corner of Piikea Avenue** **WHEN: The fourth Friday of every month from 6:00pm until 9:00pm**

**STANDARD BOOTH SPACE:** 10 Foot Wide Space: Vendors booth display and merchandise must be contained within the confines of their booth space. Displays above and beyond booth

boundaries will not be allowed. For more information regarding booth set-up, please see the Kihei 4th Friday Town Parties Rules and Regulation included in this packet. Booth sharing is by advance arrangement only when both vendors meet rotation/payment requirements.

**ELECTRICAL** No power will be provided for your craft booth. In general, electricity is reserved for entertainment and event logistic needs. Generators are not permitted in the craft area for safety concerns. Any power must be battery driven. Quiet generators & propane are permitted in the FOOD VENDOR area.

Electrical and other mechanical apparatus must be muffled so noise does not interfere with other Vendors. No combustible decorations, such as crepe paper, tissue paper, cardboard, or corrugated paper shall be used at any time. The use of items such as, but not limited to hay, straw, and grass are strictly prohibited. No helium-filled balloons will be allowed. All packaging containers, excelsior and wrapping paper are to be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, silken or other cloth decorations, including tents within a booth must stand a flameproof test as prescribed by local fire ordinance. Volatile explosive or other inflammable matter or any substances prohibited by the law or insurance carriers are not permitted.

**EXHIBIT SPACE RATES: Two Month**

**Commitment** The fees for vendors are as follows: Food Booths \$312.50 Retail/Craft Booths \$208.34 for 10'x10'

**EVENT HOURS** The Fourth Friday of every month from 6:00pm until 9:00pm Retail/Craft Vendor Set-up: 4:00pm Food Vendor Staging: 4:30pm – along the shoulder heading westward on Piikea Vendor Breakdown: 9:00pm (and no earlier).

KFTP will accept your check, or money order as form of payment. You must indicate the business name on the document. All checks or money orders are to be made payable to **Kihei 4<sup>th</sup> Friday**. **Payments are due the Thursday two weeks before the fourth Friday Event by noon (so we can submit your vendor names to be included in the press release), dropped off at the location listed at the end of this form. If payment is not received by this date, your spot will be forfeited. All communication will be sent to you via email from [KiheiFridays@gmail.com](mailto:KiheiFridays@gmail.com) so please be sure your email address is legible on all forms.**

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**PAYMENT OPTIONS** Important - checks returned (i.e. insufficient funds, closed account, etc.) will be assessed a processing fee of \$30 in addition to monies overdue on booth space. No cash payments or post-dated checks will be accepted. Your cancelled check shall serve as your record of payment. If your application is rejected, your payment will not be processed, and will be returned.

**FOOD SERVICE: Temporary Food Service Permits are required for all open and prepackaged food sales** - If you are planning on sampling and/or selling food products that are not otherwise exempt from permitting, you are required to obtain a Temporary Food Permit from the State Department of Health. Booth space will be assigned based on meeting the definitions, compatibility, desirability, uniqueness of product, and first served basis. We take the products you sell into consideration as we try not to assign booth spaces to vendors and merchants in close proximity who make similar products. Please be sure to provide a detailed description of your products on your application form as you will only be able to sell the items listed on your application.

**EVENT PREPAREDNESS** Come prepared with enough merchandise for 3 hours given the popularity and advertising of the Event, it is not uncommon for vendors to run out of merchandise early. You are required to have someone in your booth at all times until 9:00pm.

## **ADMISSION TO THE VENDOR SETUP AND DISMANTLING OF SPACE -**

Management will have sole control over all admissions of persons.

**ARRANGEMENT OF VENDORS** Management reserves the right in the best interest of the event to select vendors and assign vendor spaces. Booth space will be allocated at the discretion of Management with regard to grouping of vendors and date upon which contract for booth space was received. The decision of Management with respect to allocation of booth space will be final and binding upon all Vendors. Closing or abandoning the space before the established closing time will jeopardize future participation the Event. Management has the right to refuse new applicants or existing vendors for any reason. Unapproved vendors and entertainers will be removed from the Event.

**GENERAL RESTRICTIONS** Distribution of material and samples other than professional literature and products is strictly prohibited without prior approval of Management. Canvassing or distributing advertising matter or displaying of signs outside the Vendor's own space is not permitted. Solicitation of business in the interest of business by anyone other than vendor companies is prohibited. Distribution of any political materials is prohibited. All exhibits must conform strictly to the Rules and Regulations as restriction includes articles, conduct, dress of models, and printed matter of anything objectionable to Management as a whole. All points not specifically covered are subject to the decision of Management.

**INSURANCE** Exhibitors wishing to insure their materials, goods and/or wares on display against theft, damage by fire, accident, loss or liability of any kind, must do so at their own expense. Vendors are required to sign an Indemnification Clause provided in the vendor packet. This clause relieves Kihei 4th Friday Town Parties and its affiliates from any and all liabilities. In some cases landowners also require a Certificate of Insurance naming the property owner as additional insured. Management will provide the Vendor this additional information, as it may be applicable.

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**SECURITY** The event will have security for the safety of the public and participants. This does not infer any acceptance of liability. The furnishing of such services is in no case to be understood or interpreted by Exhibitors as guaranteeing them against loss of theft of any kind.

**LIMITATION OF LIABILITY** Management, any of its staff members or the owners, employees, or representatives of the Event site, will not be responsible for any loss, injury or damage, including that by fire and/or theft, which may occur to an Vendor or to his agents, or employees or their property or wares, arising from any cause whatsoever, prior to, during, and subsequent to the period of the Event. Each vendor, by signing a contract for space expressly understands that he/she releases Management, Event Sponsors, and the event facility from, and agrees to indemnify each, against all claims for any loss, injury, or damages.

**RELEASE INDEMNIFICATION** As a means of maintaining credibility for the Event and the

promotion thereof, each Vendor is required to cooperate with Management to prove and verify that all products shown and/or sold meet the terms and requirements of approved vendor merchandise or food service. Vendor hereby agrees to waive, release and discharge any and all claims, actions, liabilities, demands or damages, whether at law or in equity, that Vendor may have or acquire against Management, any sponsor of the Event as well as any other vendors and their respective employees, agents, officers, and directors, related to or arising out of the Exhibitors failure to comply with their Rules and Regulations. Vendor further agrees to indemnify defend and hold harmless Management, all sponsors of the Event and all other vendors at the event.

**RULES AND REGULATION (Additions)** It is expressly understood and agreed by Applicant that the Rules and Regulations of the show as issued or amended by Management are hereby made an integral part of the contract and of the reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the Contract.

**TERMINATION OF THE EVENT** Should the premises in which the continuation of Kihei Fourth Fridays is to be held become, in the sole judgment of Management, unfit for the occupancy, or should the Event in its entirety be materially interfered with by reason of strike, labor dispute, picketing, boycott, embargo, injunction, war, terrorism, riot, emergency declared by any Government Agency, or any other act beyond the control of Management the Contract of Vendor expressly waives such liability and releases management of any from all claims for damages and agrees that Management should have no obligation except to refund to the Vendor a prorated share of the aggregate amount received by Management (as rental for vendor space for said Event, after deducting all costs and expenses in connection with the event including a reasonable reserve for claims, such deductions being hereby specifically agreed to by the vendor).

**TRASH LIABILITY/RESPONSIBILITY** Vendors are responsible for trash generated during the operation of their space. Post-Event cleanup of vendor area is the responsibility of each individual vendor for his/her booth space, or in any common area, of the vendors (s) who may have created the trash. Do not leave post event trash in your booth area. All trash must be disposed of in trash bins provided. If Management has to clean the area, the Exhibitor will be charged at the rate of \$50.00 per incident.

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## **WITHDRAWAL**

Withdrawal by a Vendor will only be accepted by written notice. In such case, any advance payment shall be forfeited. If management can re-sell your forfeited space, payment will be refunded. Management reserves the right to pass on to vendors any new taxes required by law. No portion of booth space fees collected, including the deposit is refundable in the event of withdrawal after the Monday of the week of Fourth Friday.

## **WAITLIST**

Please understand that vendor space is limited. Your name will be included on a Vendor Waitlist on first come first serve basis with priority being given to Kihei vendors, then Hawaii vendors. When a vendor space becomes available, you will be informed no later than the Monday of the week of Fourth Friday and required to submit the above mentioned documentation and applicable fees.

## **MERCHANTS**

Merchants are permitted one table spot outside your store. Vendors must be selling your own businesses merchandise. All fees & requirements are waived for merchants with a copy of your GET license. Kihei 4th Friday Town Parties is held one day a month. This is your opportunity to use your best marketing ideas and test your talents to increase sales and profitability. If you decide to have a table outside your storefront, please let the KFTP vendor coordinator know. If someone wants to use that space, please refer them to the KFTP vendor coordinator. They will be subject to fee's, event application and documentation mentioned above. They will be processed with the other applicants, on a first come first serve basis.

## **MERCHANT SUBLEASING and/or SUBSTITUTION of VENDORS:**

Subleasing of vendor space and/or substitution of permitted vendors is prohibited.

## **RAIN OR**



## **SHINE**

Contact the MFTP Vendor Coordinator if you are canceling due to weather concerns. Kihei 4<sup>th</sup> Fridays are Rain or Shine. The events will proceed as long as it is safe. Refunds will not be issued due to weather event cancellations.

## **PHOTOGRAPHY / VIDEO**

### **TAPING**

There will be motion picture, video, live streaming and still camera crews videoing and photographing the Kihei 4th Friday Town Party event. This work may become part of a movie or other video(s) distributed in any and all media formats. If you do not want to be photographed or videotaped and thereby allow for your likeness to become part of the film or video, please do not enter the area. By your presence in such areas, you are consenting to the use of your likeness for the above stated purpose

### **Prohibitions**

- 1. Selling or exhibiting any type of weapons, ammunitions, illegal/prescribed drugs, drug paraphernalia, pipes, hazardous items are prohibited.**
- 2. Animals are not allowed within the vendor space, except for Service Dogs (requires ID)**
- 3. Objectionable or illicit materials or merchandise is prohibited**
- 4. Unauthorized foods or beverages including alcoholic beverages are prohibited**

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## **INDEMNIFICATION CLAUSE**

# **Kihei Fourth Friday Town Parties Vendor Application**

\_\_\_\_\_  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name Company name

**Contacts:** [KiheiFridays@gmail.com](mailto:KiheiFridays@gmail.com) All correspondence will go directly to Kihei 4th Friday Town Parties Vendor Committee

**Documents & Payments should be mailed to:**

**Kihei Fridays**

**1215 S. Kihei Road, #0-973**

**Kihei, HI 96753**

**To be considered for an event, it is encouraged that the application is received on a timely basis. Once you are approved, a check with your business name along with the two months indicated, must be received two weeks prior to the date of event.**

