



## 2009 CRAFT FAIR & STREET FESTIVAL

Kaimuki Community Park and on Wai'ala'e Avenue @ Koko Head  
Saturday, November 7, 2009 9am – 3 pm

Sponsored by: Kaimuki Business & Professional Association (KBPA) and KBPA Foundation  
Phone: (808) 739-5272 • [info@celebratekaimuki.com](mailto:info@celebratekaimuki.com) • [www.celebratekaimuki.com](http://www.celebratekaimuki.com)

August 14, 2009

Dear Participant:

Re: Celebrate Kaimuki Kanikapila 2009 \* Craft Fair and Street Festival  
Application, Contract & Park Conditions for Use

The Kaimuki Business & Professional Association and the KBPA Foundation (“KBPA”) will hold its annual Celebrate Kaimuki Kanikapila (“CKK”) event on Saturday, November 7, 2009 from 9:00 am-3:00 pm!

Last year’s event featured 130+ booths, arts & crafts, food, 2 live entertainment stages, free prize giveaways and much more! Improvements for this year’s CKK call for 160+ booths, school involvement, increased business support and a unique publicity program called “CKK Bucks” (please see the CKK Bucks flyer). Plans are being discussed to highlight some of our local artists. Once again, we will close Wai'ala'e Avenue to vehicles. Booth spaces will be available on both Kaimuki Community Park and on Wai'ala'e Avenue.

You are invited to submit an application to join us this year!

Don't delay...act now! Booth spaces requests/assignments will be made on a first-come, first-served basis. The final deadline for applications is September 8, 2009. Your complete application must include; application, deposit check, entry fee check, and photos of items to be sold. You will be given a full refund if your application is not accepted. Applicants will be contacted by the CKK Vendor Committee regarding acceptance by mid-September.

Applications are reviewed in the order received and accepted on a space available basis. For additional information, please call KBPA at 739-5272 or email us at [info@celebratekaimuki.com](mailto:info@celebratekaimuki.com). Applications are also available on-line at [www.celebratekaimuki.com](http://www.celebratekaimuki.com).

Join us for Celebrate Kaimuki Kanikapila 2009!

Mahalo!

Eric M.K. Wong  
Celebrate Kaimuki Kanikapila

CKK 2009 . . . V5.pub

## **Celebrate Kaimuki Kanikapila 2009 Vendor Application Form**

Company/Organization: \_\_\_\_\_

Contact Person(s): \_\_\_\_\_ GET#: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street) (City) (Zip)

E-Mail: \_\_\_\_\_

Describe items to be sold: \_\_\_\_\_

\_\_\_\_\_

Are products handcrafted in Hawaii? (Originally created, screened or fashioned by seller) ( ) Yes ( ) No

**I hereby certify that I have handcrafted these products in Hawaii. Signed:** \_\_\_\_\_

Vendor type and non-refundable entry fee (please check one):

Crafter: ( ) \$100 - incl 1 parking space and unloading assistance, if necessary

Food Vendor: ( ) \$275

**September 8, 2009 is the final deadline for applications.**

Tent rental: I would like to rent a 10' x 10' tent for \$43 Yes  No

Please include 2 checks, payable to KBPA Foundation: (1) for entry fee and tent rental; (2) for \$50 deposit.

**Amount enclosed: \$** \_\_\_\_\_ (A service fee of \$25 will be charged for all returned checks.)

Desired booth location (space permitting, first-come, first-served):

( ) Kaimuki Community Park ( ) Booth space where generator is allowed

( ) Waiialae Ave., between Koko Head and 11th Aves. ( ) Game Booth - school organization

( ) Returning vendor – same booth space as CKK 2008

Listed below are timeframes for unloading merchandise and equipment on 11/7. Please indicate your 1st and 2nd choices; we will do our best to accommodate your selections:

**6:00a-6:30a**

**6:30a-7:00a**

**7:00a-7:30a**

**7:30-8:00a**

1st choice: \_\_\_\_\_; 2nd choice: \_\_\_\_\_

Would you like a link to your website placed on the CKK website? If so, please provide your web address:

Please list your special requests, if any: \_\_\_\_\_

\_\_\_\_\_

(Although we can't provide any guarantees, we will try our best to accommodate your request.)

**I/We have read, understand and agree to abide by all terms & rules in the agreement and attachments.**

**Vendor/Participant signature:** \_\_\_\_\_

Please mail the following to: KBPA Foundation, PO Box 10187, Hon., HI 96816:

-Completed application (E-mailed applications will not be accepted.)

-Two checks payable to KBPA Foundation: (1) check for entry fee & tent rental; (2) check for \$50 deposit.

-No more than 3 color photos of handcrafted items to be sold.

-Self-addressed stamped #10 envelope.

CKK/KBPA Use Only:

Chk#/Amt: Entry Fee: \_\_\_\_\_, Dep.: \_\_\_\_\_ Date Rec'd: \_\_\_\_\_ Accepted/Booth: \_\_\_\_\_

## Celebrate Kaimuki Kanikapila 2009 Contract

This Agreement is made between the Kaimuki Business & Professional Association, the KBPA Foundation (hereinafter "KBPA" ) and Participant. This is a binding agreement which sets forth the rights and responsibilities of the Participant and KBPA.

WHEREAS, KBPA is organizing the Celebrate Kaimuki Kanikapila 2009 (hereinafter "CKK") to be held in Kaimuki at the Kaimuki Community Park and its surrounding areas on November 7, 2009; and,

WHEREAS, the Participant wishes to have a booth space at CKK and understands that any booth space usage which is granted to it shall come with specific restrictions, conditions and rules to which the Participant must adhere;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, KBPA and Participant on behalf of itself and its agents, employees and helpers, agree as follows:

1. KBPA grants to Participant a temporary concession to display and sell items which Participant warrants are handcrafted in Hawaii by same. "Handcrafted" shall be defined as the process by which an item is made, created, and/or fashioned by the person selling it. Participant shall submit no more than 3 color photos of items proposed for sale; these shall be screened by the CKK Vendor Committee and must be deemed acceptable. Photos will not be returned and will become the property of KBPA and CKK. Participant is hereby limited to the display and sale of these items only, all of which are in categories and are of the same or higher quality as the photo submissions. KBPA will have the right to (a) instruct Participant to remove items it deems not in compliance with the event rules, and (b) immediately remove any Participant from the CKK premises who does not comply with these provisions. Note: Additional City & County restrictions may apply to products proposed for sale on Kaimuki Community Park grounds. Participants desiring to sell non-handcrafted items will be placed on Waiialae Avenue.
2. **The following items are not allowed to be sold:**
  - Re-sales
  - Old or used articles
  - Live animals of any species
  - Kits
  - Cookbooks and printed matter
  - Plants, other than those planted in handcrafted containers
  - Food items displayed w/ crafts, w/o prior consent from CKK Vendor Committee
  - Any other items which may be deemed unacceptable by CKK Vendor Committee
3. Participant has submitted a completed application, along with the appropriate entry fee payable to KBPA Foundation and other required documents to reserve a booth space at CKK to display and sell their hand-crafts. This vendor application will be dated and time-stamped when received and booth location will be assigned by the CKK Vendor Committee taking into account special requests according to the order the applications are received. Each booth shall house one (1) vendor only; no sharing of booths is allowed.
4. Participant has further deposited with KBPA the separate sum of \$50 to be held by KBPA as security against Participant's faithful execution of this agreement. KBPA agrees to return this deposit, contingent upon the satisfactory clean-up of the booth area and after the CKK Vendor Committee has determined that there have been no violations of this agreement, event rules or policies. Any violation of any part of this agreement or event rules by Participant is grounds for Participant's deposit to be forfeited to KBPA. Participant acknowledges the deposit amount to be a fair sum as damages to be forfeit for any violation.

**Celebrate Kaimuki Kanikapila 2009 Contract, cont.**

5. CKK shall accept up to 15 Participants who will sell food items (“Food Vendors”), who will be responsible for obtaining a Temporary Food Establishment Permit, complying with the State Department of Health Rules and Regulations, and informing booth workers of said rules and monitoring compliance. Only foods listed on the permit will be allowed for sale on November 7, 2009. In order to prevent excessively similar items for sale, the CKK Vendor Committee further reserves the right to restrict food items offered for sale. Food Vendors will send copies of approved permits and site plans to CKK Vendor Committee before **September 8, 2009.** Included on the site plan should be the location of a handwashing system with a catchment; Kaimuki Community Park does not allow wastewater to be drained onto the grass.

Food Vendor will obtain and timely submit Certificate of Insurance, naming the City & County of Honolulu, KBPA, and KBPA Foundation as Additional Insureds for the November 7, 2009 event, including set up and clean up. This insurance shall cover comprehensive general liability with at least \$300,000 bodily injury and \$10,000 property damage per occurrence.

6. Booth and display set-up must be completed by 8:45 am on November 7, 2009. All rules and procedures for unloading/loading must be followed to ensure a safe and orderly event. Such rules and any event procedures are a part of this contract and incorporated by reference. Participant must park their car in the assigned parking areas, unless a written request for an exception is received at least 2 weeks before November 7, 2009 and approved by the Parking Committee and displayed prominently on the vehicle. Written procedures will be sent to Participant after acceptance into CKK. If you do not receive your packet by **October 16, 2009,** it is your responsibility to contact CKK Vendor Committee at 739-5272 ASAP.
7. CKK does not provide water or electricity. Participants who will be using generators must inform the CKK Vendor Committee prior to September 8, 2009.
8. Participant must be present in their booth during CKK to present their own handcrafts for display and sale. If you sell all of your inventory, you must remain open, maintain a display of your crafts and be prepared to give information and/or take orders for your work until 3:00 pm when CKK closes.
9. Participant and Participant’s employees and helpers must abide by Kaimuki Community Park’s Conditions for Use. There shall be no selling, serving and consumption of alcoholic beverages on the CKK premises.
10. Booth size will be 12’ x 12’. Please ensure that your tent, tables, chairs, merchandise, etc. fit within this space; do not encroach onto the neighboring booth’s area. No items or supplies should restrict walkways or impede the flow of foot traffic.
11. **Please note:** KBPA and the CKK Committee reserve the right to continuously screen Participant items throughout CKK with respect to overall quality of crafts, conformance with Participant submissions, and displays. CKK Vendor Committee will be in charge of this continuous screening process, and reserves the right to terminate immediately the sale of any item that does not meet the standards of CKK. Any Participant who the Vendor Committee determines in its sole and absolute discretion has violated the standards of CKK will automatically forfeit its deposit and may be subject to additional sanctions, including, but not limited to exclusion from future KBPA events.
12. KBPA officials also reserve the right to make decisions for the good of CKK on the day of CKK. Participants who do not comply with these decisions will be asked to leave the premises immediately, lose their deposit and will be excluded from taking part in any future events.

**Celebrate Kaimuki Kanikapila 2009 Contract, cont.**

13. Participants may begin breaking down their booth at 3:00 pm, the official closing time of CKK. Participant shall not break down its booth prior to the closing time of CKK. Participant shall ensure that its booth area and immediate surrounding area is clean and cleared of any trash and will not dispose of cardboard boxes or other bulky items in the Park's trash bins. Inspection teams will be checking each booth area before Participant leaves the premises. Return of the deposit check (via USPS) shall be contingent upon inspection clearance, submission of a completed evaluation form, and compliance with the terms of this agreement. Any violations discovered following the return of the deposit check shall be grounds for non-invitation to future CKKs and events.
14. Participants understand that use of Celebrate Kaimuki Kanikapila and KBPA promotional and advertising items and their name and logos is allowed at the discretion of KBPA and such use is revocable at any time.
15. Use of any parking provided or offered to Participant is done at Participant's own risk. Participant assumes all risks associated with or arising out of or related to parking at any location for any damage to person or property.
16. Participant shall defend, indemnify, and hold KBPA, KBPA Foundation, CKK and the City & County of Honolulu, their officers, directors and employees or agents, harmless from and against any and all claims and action for personal injury, death, and property damages arising and resulting from, or in any way connected with, the operation or use of the Participant's concession space, parking and engagement in CKK, including but not limited to claims by Participant's own employees against KBPA, KBPA Foundation, CKK and the City & County of Honolulu, and such entities' agents, officers, directors and employees.
17. Participant is personally liable for all taxes, whether excise, income or any other levy relating to the income Participant may derive from CKK.
18. This agreement cannot be assigned or otherwise transferred by Participant without written consent obtained from KBPA and the CKK Committee chairperson. Unless otherwise noted, no change, alteration, modification, or addition to this shall be effective unless in writing and properly executed by the parties hereto and their assigns, representatives, heirs, and successors.
19. This agreement shall not be construed as a joint venture or partnership between Participant and KBPA, KBPA Foundation, or CKK.
20. Participant agrees to abide by all rules, conditions and procedures of CKK attached to this contract and/or incorporated by reference, and to instructions given during the event.
21. All matters not covered herein shall be determined by the CKK Vendor Committee in its sole and absolute discretion.
22. **KBPA reserves the right to exercise full discretionary powers in interpreting and amending any rule, condition, or procedure, and in the acceptance of individual vendors.**
23. **The terms contained in the entirety of this agreement are meant to ensure that CKK will be conducted in the safest and most professional manner possible in the sole judgment of KBPA and the CKK Vendor Committee. Failure to comply with any Contract rule, term, regulation, procedure or direction by the CKK Vendor Committee will result in the Participant being asked to leave the CKK premises immediately, lose their deposit, and be excluded from taking part in any future CKKs and KBPA events. The entry fee is non-refundable. The CKK Vendor Committee's discretion is final.**

## **CONDITIONS FOR USE OF KAIMUKI COMMUNITY PARK**

**Permittees must abide by the following rules, or permit may be revoked and/or deposit forfeited.**

1. Bring your permit with you and have it readily available for confirmation.
2. Please abide by all applicable federal and state laws, as well as City & County of Honolulu Ordinances and Department of Parks & Recreation Rules & Regulations.
3. Report any accidents or damages done to the facility, grounds or persons promptly to staff on duty.
4. Absolutely no parking in the staff parking lot and no blocking of the lot driveway.
5. No parking or driving on grass or field areas. (Parking is available in the municipal lot or on the street.)
6. No smoking in any of the facility rooms or restrooms, within 20 feet of any doorway or ventilation area, or under any covered areas.
7. No alcoholic beverages or consumption of such allowed on park property.
8. No gambling or gaming.
9. No disposal of charcoal allowed on park property; coals must be taken off park property.
10. Dispose of litter in the trash receptacles. Remove and tie trash bags at the end of the event and deposit tied trash bags next to the maintenance exit located along 10th Ave. Please ask park staff for additional bags.
11. Your group/organization is responsible for proper cleanup of the facility. Return facility to the same condition in which you found it. Including: trash pickup and disposal, tables and chairs stored properly, brooms, dustpans, rakes, and mops.
12. Signs and decorations shall be in good taste.
13. All activities shall not start prior to or extend beyond the designated times stated on the permit. Setup and cleanup times are included in the designated permit times.
14. Before leaving, a group/organization representative must notify the park staff on duty.
15. ALL ITEMS FOR SALE MUST BE “made, created or fashioned by the person selling them.” NO RE-SALE OF ITEMS BOUGHT OR IMPORTED.
16. No cars or vehicles are to drive on park grounds or use the 11th Avenue ramp (across Central Pacific Bank) without the supervised, explicit approval of the Kaimuki Community Park staff.