



May 26, 2010

Aloha!

Re: CELEBRATE KAIMUKI KANIKAPILA 2010
Event Date: Saturday, November 6, 2010
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 6, 2010 from 9:00 am -3:00 pm!

The event features arts & crafts, food, two live entertainment stages, games for the kids, free prize giveaways and much more! Once again, we will close Wai'ala'e Avenue (between 11th and Koko Head Avenues) to vehicles. Booth spaces will be available on both Wai'ala'e Avenue and at Kaimuki Community Park.

Our goal is to improve CKK each year. For instance, in preparation for CKK, KBPA will sponsor two clean-up days in the event area. We have also improved the unloading procedures for the Wai'ala'e Avenue vendors. This change will limit the number of available spaces on Wai'ala'e Avenue to two rows with a wider access lane down the center of the street. The “two row” format will allow better pedestrian flow and quicker unloading in the morning. We anticipate high demand for booth spaces on the street.

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

Applications will be reviewed in the order received and accepted on a space available basis. Special requests will be considered on a First-Come, First-Served basis, but cannot be guaranteed. **The final deadline for applications is September 8, 2010.** Your complete application must include: application, deposit check, entry fee check, and color pictures of items to be sold. You will be given a full refund if your application is not accepted. **Applications will be reviewed as they are received and applicants will be contacted by the CKK Vendor Committee as soon as possible (applications must be complete).

Net proceeds from CKK support the event, KBPA's academic scholarship and other community projects.

For additional information, please call KBPA at 739-5272 or e-mail us at info@celebratekaimuki.com. Applications are also available on-line at www.celebratekaimuki.com.

Join us for Celebrate Kaimuki Kanikapila 2010!

Mahalo!

Eric M.K. Wong
Chair, Celebrate Kaimuki Kanikapila Committee

Celebrate Kaimuki Kanikapila 2010 Vendor Application Form

A. Participant General Information:

Vendor/Company/Organization: _____ GET#: _____
Agent/Contact Person: _____ Best Daytime Phone: _____
Business Phone: _____ Cell Phone: _____ Are you a KBPA member? Yes ___ No ___
Address: _____
(Street) (City) (Zip)
E-Mail: _____ (Website address: _____)
Describe items to be sold (attach pages if necessary): _____

B. Participant Categories (select one):

____ **Crafter:** Products must be originally created/screened/fashioned by you & handcrafted in Hawaii.
I certify that all products to be sold have been handcrafted in Hawaii by me.
Signed: _____
____ **Food Vendor/Restaurant**
____ **Retailer**
____ **School Organization**

C. Preferred Booth Location (space permitting) and Non-Refundable Entry Fee (select one):

____ **Kaimuki Community Park:** ____ Crafter \$100, ____ Food Vendor/Restaurant \$200
Unloading time: Please indicate your preference for 1st and 2nd choice:
____ 6:00am, ____ 6:30am, ____ 7:00am, ____ 7:30am
____ **Wai'ala'e Avenue (on Street):** ____ Crafter/Retailer \$110, ____ Food Vendor/Restaurant \$285
Unloading time: To be assigned according to booth location on street.
I believe it will take me no more than _____ minutes to unload my vehicle.

D. Other:

____ Check here if you would like to rent a tent (10' x 10') for \$ 45.00. Please add tent rental fee to check.
____ Check here if generator will be used. Please note that restrictions on booth placement will be imposed.

E. Payment: Please include 2 checks, payable to "KBPA Foundation":

(1) Entry fee and tent rental; (2) \$50 deposit.

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

F. Special Requests:

(We will try to accommodate your request; no guarantees are inferred or implied)

I/We have read, understand and agree to abide by all event terms and rules, the contract and attachments.

Vendor/Participant signature: _____ **Date:** _____

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

- Completed application (incomplete or unsigned applications will not be accepted.)
- Two checks payable to KBPA Foundation: (1) entry fee and tent rental, (2) \$50 deposit
- Crafters must submit color pictures of handcrafted items to be sold. (returning crafters please submit new photos)
- Self-addressed stamped #10 envelope.

CKK/KBPA Use Only:

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

Celebrate Kaimuki Kanikapila 2010 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 2010 (hereinafter "CKK") to be held in Kaimuki at Wai'alaie Avenue and the Kaimuki Community Park on November 6, 2010; 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 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 Wai'alaie Avenue. In such a case, KBPA grants to Participant a temporary concession to display and sell items for the duration of the event.
2. **The following items are not allowed to be sold:**
 - Re-sales (except on Wai'alaie Ave.)
 - Old or used articles
 - Live animals of any species
 - Kits
 - Food items displayed w/ crafts, w/o prior consent from CKK Vendor Committee
 - illegal items
 - Any other items which may be deemed unacceptable by CKK Vendor Committee
3. Participant shall submit a completed application, along with the appropriate entry fee, payable to KBPA Foundation and other required documents to request a booth space at CKK to display and sell their products. 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 except under extraordinary circumstances and with prior CKK Vendor Committee approval.
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 and rejection from future events. Participant acknowledges the deposit amount to be a fair sum as damages to be forfeit for any violation.

Celebrate Kaimuki Kanikapila 2010 Contract Agreement, cont.

5. CKK shall accept 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 6, 2010. 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, 2010**. Included on the site plan should be the location of a handwashing system with a 5 gallon catchment; Wastewater shall not be drained onto the Park grounds or in the street, curbs or gutters.

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 6, 2010 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 6, 2010. 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 6, 2010 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, 2010**, it is your responsibility to contact CKK Vendor Committee at 739-5272 ASAP. The event is rain or shine.
7. CKK does not provide water or electricity. Participants who will be using generators must inform the CKK Vendor Committee prior to September 8, 2010.
8. Participant must be present in their booth during CKK to present their products for display and sale. If you sell all of your inventory, you must remain open, maintain a display of your products and be prepared to give information and/or take orders for your products until 3:00 pm when CKK closes.
9. Participant and Participant’s employees and helpers located at Kaimuki Community Park must abide by the Park’s Conditions for Use. There shall be no selling, serving and consumption of alcoholic beverages on the CKK premises, including on Wai’alae Avenue.
10. Booth size will be 10’ x 10’. 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. Tent rental requests are forward to the tent vendor and Participant agrees to release CKK from any liability in connection with the tent. Participant must handle all disputes regarding the tent with the tent vendor whose contact information will be provided upon request.
11. **Product Screening:** 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 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 2010 Contract Agreement, cont.

13. Participants may begin breaking down their booths 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 or near the city 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, including misuse of parking passes, 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, and violation of any City & County regulation or Park rule 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. Non-Waiver of Breach. It is expressly agreed by and between Participant and KBPA that the acceptance of any benefit by KBPA or failure or oversight to enforce any provision of this agreement shall not be deemed to be a waiver by KBPA of any term or condition of this agreement or of KBPA's right to declare and enforce a termination of Participant's rights, and that the failure of KBPA to insist upon strict performance of any covenant or condition of the agreement, or to exercise any option or election herein conferred shall not

Celebrate Kaimuki Kanikapila 2010 Contract Agreement, cont.

be construed as a waiver or relinquishment for the future of any such covenant or condition, but the same shall remain in full force and effect.

25. Media Authorization. Participant hereby approves the use of pictures, video of Participant at and/or engaged in the event. Participant understands that pictures and video may be used by KBPA as it deems appropriate, in publications, newspapers and websites.
26. Product Mix. Crafters are encouraged to produce, display and exhibit new products and new designs of existing products. If you have a new, unique or exciting item that you believe should be featured in the event's advertising materials, please contact the CKK Committee.
27. **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

Vendors/Participants must abide by the following rules, or admission may be revoked and/or deposit forfeited.

1. Bring your acceptance or park 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 10th Ave. ramp (across Central Pacific Bank) without the supervised, explicit approval of the Kaimuki Community Park staff.