Event: HEART of Honolulu, 11 am to 4 pm
Location: Nuuanu Avenue from Chaplain Lane to King St.
          40 feet on each side of Pauahi St.
Deadline to Apply: March 15, 2024
FEE: $50

Downtown Art Center invites crafters, artists, and gift makers to participate in the street festival.

If you would like to be a vendor at the event, mail the application-agreement, waiver, and payment to: Downtown Art Center, 1041 B Nuuanu Avenue, Honolulu, Hawaii 96817. We will notify you of receipt of your application with a confirmation email. No late applications will be accepted; note deadlines on application-agreement form. We may contact you if additional information is required. All participants are required to comply with the rules and regulations of the City and County of Honolulu and the following Rules and Regulations. If a vendor (booth assignee) breaches any provision of the Rules and Regulations, the DAC reserves the right to remove the vendor from the event, upon which case any fees paid by the vendor will be forfeited.

If you have any questions, please email Isaiah Prakash at dacshop@downtownarhi.org or call 808 255-1784.

**EVENT RULES AND REGULATIONS**

1. Vendor must provide own 10 X 10 tent, tables, chairs, cashbox, etc. Tents must be weighted to protect against the wind gusts.
2. Booth location. Booths will be assigned according to the receipt of the application by date and time (from the best location to the least desirable). Booth location identified in confirmation notification. Vendor has no choice on booth location.
3. Applicant will receive a confirmation notification by email.; note deadlines on application-agreement form.
4. No refunds will be issued for inclement weather or any other reason.
5. Electricity is not available. Quiet portable generators are allowed.
6. Setup. Vendor cooperation required. Vendor can start setting up at 9:30 am, must have the booth substantially set up by **10:30 am** and be available to assist in area setup. Vendor cannot exceed the space footprint. Unloading and loading allowed curbside at assigned space. After unloading, vehicle must leave curbside immediately. Before reloading,
vendor’s property must be ready at curbside before vehicle will be allowed to park. Vendor is responsible for cleanup and must remove all personal property and trash by **4:30 pm**

7. Commercial activity. Vendors are personally responsible for all taxes or any other levy relating to their income from the fair.

8. Participation of any vendor in the event is a privilege granted by DAC. DAC reserves the right to refuse an application for participation for any reason and to revoke that privilege if granted. If such revocation is not due to violation of these rules and regulations, any vendor fee paid will be returned.

9. Park personal vehicles in the public and private parking lots in the area.


11. Restrooms are limited. Location of restrooms for vendors will be announced on day of event.

This agreement may not be changed, altered, modified or otherwise transferred by either party without written consent of the parties, and shall not be construed to be a joint partnership between the vendor and the DAC.

**SUBMITTAL REQUIREMENTS**

1. Application-Agreement and Waiver forms must be completed and signed.

2. Vendor fee (payment in full). Only check or money order accepted payable to Downtown Art Center. No cash. Applications received without payment will not be processed.
Downtown Art Center
EVENT APPLICATION-AGREEMENT FORM
Deadline for Submittal: March 17, 2023

Vendor Name/Organization

Address

Best way to reach me is: Phone ( ) Cell ( ) Fax ( ) Email

Business Phone Cell Phone Fax Email

I will be selling the following items:

<table>
<thead>
<tr>
<th>Product</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
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Continue on attached page(s)

<table>
<thead>
<tr>
<th>Type of Fee</th>
<th>Fee Amount</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>10x10 vendor space</td>
<td>$50</td>
<td></td>
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</tr>
</tbody>
</table>

Total amount payable to Downtown Art Center

I have enclosed the following:

☑ Completed Application-Agreement Form
☑ Completed and signed Waiver Form
☑ Payment in Full (if applicable)

• I have read the contents of the “Event Rules and Regulations” and understand and agree to the terms set forth.

• I understand that the Creative Arts Experience reserves the right to cancel this application-agreement at any time. Further, if I do not abide by the rules and requirements set forth in the “Event Rules and Regulations”, I understand that the Creative Arts Experience has the right to terminate this application-agreement and I will forfeit any vendor fees paid.

• I understand that my application will not be accepted if the application/waiver/payment is received by CAE after the above deadline or if not accompanied by payment in full.

________________________________________ Date ____________________________
Signature of authorized individual representing vendor

________________________________________
Print Name
Downtown Art Center

EVENT WAIVER

THIS WAIVER made this _______ day of _______________ 2024, by and between the Downtown Art Center (hereinafter referred to as “DAC”), and _____________________________ (hereinafter referred to as "PARTICIPANT").

WHEREAS, DAC is engaged in the planning, promotion and production of the subject event.

LIABILITY AND INDEMNITY. DAC assumes no risk; and by acceptance of this Waiver, Participant expressly releases DAC, its directors, officers, staff, employees and representatives of and from any and all liability for any damage, injury or loss to any person or property which may arise from the acts, commissions or other performance of the Participant, of its rights, duties, and obligations, and agrees to hold and save DAC, its directors, officers, staff, employees and representatives harmless of and from any loss or damage by reason thereof. DAC, its directors, officers, staff, employees and representatives assume no responsibility whatsoever for any property brought onto the event site and is hereby expressly released and discharged from any and all liability from any property loss.

DAC, any of its directors, officers, staff, employees and representative shall not be responsible for any loss, injury, or damage, which may occur to Participant or its property, arising from any cause whatsoever, prior to, during and subsequent to the event.

Participant, by signing this Waiver, expressly understands that it releases DAC its directors, officers, staff, employees and representatives and agrees to indemnify them against any and all claims and actions for personal injury, death and property damages arising from or resulting from or in any way connected with the performance, by Participant, of its rights, duties and obligations.

Participant shall, in addition, reimburse DAC for all its costs and expenses, including reasonable attorneys’ fees, incurred or imposed in connection with the defense of any such claims.

1. AMENDMENTS. This Waiver shall not be amended or modified except by an instrument signed by all parties, hereto.

2. AUTHORITY OF UNDERSIGNED. The undersigned Participant acknowledges and understands this Waiver is being signed by Participant entering on the event site pursuant to the performance, by Participant of its right, duties and obligations under this Agreement, and that Participant understands and agrees to abide by the terms of this Waiver.

As the undersigned Participant is signing this Waiver, the undersigned warrants that he/she has the authority, power and legal capacity to execute this Waiver.

By: _______________________________ Date: _______________

Signature

Print Name of Participant

Mailing Address:

Day phone: __________________________

Evening phone: ______________________