

2023 MEGABON VENDOR AGREEMENT

The Undersigned Company does hereby agree to participate as an exhibitor at **[MEGABON]** being held at the **[ALOHA STADIUM HALAWA LOT]** on **[SATURDAY, AUGUST 26, 2023 from 4pm to 9pm]**. Agreement will be binding upon acceptance, reflected by payment with check or credit card.

Company Name: _____
 Contact Name and Title: _____
 Street Address: _____
 City _____ State: _____ Zip Code: _____
 Phone: _____ Email: _____
 Fax: _____ Web Site URL: _____
 Instagram: @_____ Facebook: @_____

Food Description and/or Products/Services to be Exhibited or Sold:

This portion of the contract must be completed. Product and services are subject to approval by show management. Upon approval, only products and services listed may be exhibited.

EXHIBIT SPACE RENTAL (Booth)			
<i>Includes: (1) 10x10 tent, (2) 8' tables, (2) chairs, string lights, electricity, and (2) parking stalls</i>			
Booth Space	Non-Food	Food	Amount Due
10 X 10	\$300	\$500	\$
Rental Package add-ons:		Price Per	How many?
8' Table		\$10	\$
Chair		\$2	\$
Parking Stall		\$9	\$
Total			\$

DETAILS:

Fee includes (1) 10' x 10' tent, (2) 8' tables, (2) chairs, string lights, electricity, and (2) parking stalls. **Vendor must provide their own 2A-10B:C minimum fire extinguisher (all vendors including non-food vendors).** Vendor must provide their own cloths, banners, signage, hand-washing stations, coolers, ice, gas, and anything else you will need to operate independently outdoors.

Will you be using a Food Truck?

- YES - I would like to have the 10x10 tent set up on the side of my truck.
- YES - I would like to have the 10x10 tent set up in front of my truck.
- NO - I will not be using a food truck.

***If this answer changes: Need to let us know by 08/01/2023 or we will not be able to accommodate the change.*

Payment options:

- **VENMO** [@JCIHNL](#)
- **Check** (payable to "JCI Honolulu")
If paying by check, please send payment to:
PO BOX 61790
Honolulu, HI 96839

Do not write in this space: Office Use Only

Assigned Booth Number: _____ Payment: _____ Accepted By: _____ Date: _____

TERMS OF CONTRACT – MEGABON

The following agreement shall supersede any agreement made prior. This agreement is between [MEGABON] herein "EVENT", and organization named below herein "EXHIBITOR". Both parties agree to the following:

1. **Booth Space.** EXHIBITOR agrees to rent booth space at [MEGABON], to be held at [ALOHA STADIUM HALAWA LOT] in [HONOLULU] on [SATURDAY, AUGUST 26, 2023]. The EVENT reserves the right to reject EXHIBITOR and refund the amount paid for space if applicable. The EVENT reserves the right to assign, designate, or change EXHIBITOR'S booth location.
 2. **Payment.** Payment in full for EXHIBITOR'S booth space shall accompany this signed Agreement to hold your booth space reservation.
 3. **Return Checks.** All returned checks shall have a service charge of \$50.
 4. ***Hours of Operation.** Hours of Event will be [SATURDAY, AUGUST 26, 2023], [4 PM - 9 PM]. Vendor check-in is at [1:30 PM] the day of the Event (8/26/23). EXHIBITOR shall have exhibit area completely assembled and ready to vend no later than [3:45 PM] on [SATURDAY, AUGUST 26, 2023]. If EXHIBITOR does not arrive by 3:45 PM, they forfeit their booth with no refund. EXHIBITOR shall staff its booth during all hours of EVENT. EXHIBITOR shall complete ALL transactions no later than [8:55 PM]. EXHIBITOR shall not begin disassembling its exhibit until [9:01 PM] and must complete breakdown and completely clear the area before [10 PM]
- *Subject to Change
5. ***Vending.** Food EXHIBITOR agrees to prepare a minimum of at least one (1) Japanese festival dish to sell, and also agrees to accept minimum Cash or Credit Card (vendors can accept other forms of payment, for example venmo, cash app, etc.).
 6. **Interference Prohibited.** Excessive noise, lighting or other use by EXHIBITOR that interferes with the exhibition space used by other EXHIBITORS is prohibited, as is the creation or maintenance by EXHIBITOR of any dangerous or hazardous condition or situations. The aisles and common areas belong to the EVENT. Neither EXHIBITOR or any part of EXHIBITOR's display shall protrude beyond the designated 10x10 area. Booth shall not exceed 8 feet in height without EVENT approval. Vendors using a food truck must let us know at the time of registering.
 7. **Services Not Provided.** The EVENT does not provide equipment, decoration, labor carpenters, storage for exhibit materials, gas, water supply or other related services. All arrangements for these items must be made by EXHIBITOR, and EXHIBITOR shall defend, indemnify and hold harmless EVENT for any and all claims, losses, damages, injuries or other charges that might

occur from such arrangements made by EXHIBITOR.

8. **Insurance Not Provided.** EXHIBITOR acknowledges EVENT does not provide insurance covering EXHIBITOR'S property. It is EXHIBITOR's sole responsibility to obtain interruption, property damage, personal injury, vandalism, theft and any other coverage it may potentially suffer at event. [HONOLULU JUNIOR CHAMBER], [JCI HONOLULU], [TODAIJI HAWAII], and [STATE OF HAWAII] are to be named as additionally insured on your commercial general liability policy in respect to: [MEGABON] on [SATURDAY, AUGUST 26, 2023] at [ALOHA STADIUM HALAWA LOT]. The certificate holder (section) should state: "JCI Honolulu, PO BOX 61790 Honolulu, HI 96839". EXHIBITOR shall also provide EVENT a copy of their Certificate of Liability Insurance no later than one week before the event (8/19/23).
9. **Temporary Food Establishment Permit.** EXHIBITOR is responsible for submitting their own Application Form for a Temporary Food Establishment Permit with a \$25 non-refundable fee that is to be submitted no later than 2 weeks (or 10 business days) before the 8/14/23 event. EXHIBITOR must send the completed application and fee to the Sanitation Branch at 591 Ala Moana Blvd Honolulu HI, 96813. Checks must be payable to: State of Hawaii, and your bank account, name and address must be on the check. EXHIBITOR shall provide EVENT a copy of their approved Temporary Food Establishment Permit no later than one week before the event (8/19/23).
10. **Indemnification.** EXHIBITOR shall defend, indemnify, and hold harmless EVENT and its designated agents, employees, partners and/or contractors from and against any and all claims, losses, damages, injuries, penalties, governmental charges or fines in any amount arising out of or caused by EXHIBITOR's use of the premises, the conduct of EXHIBITOR's business or from any activity or work done, permitted or suffered by EXHIBITOR in or around the premises, including but not limited to, the installation, operation, maintenance or removal of exhibits.
11. **Assignment Prohibited.** EXHIBITOR shall not assign or sublet any portion of its booth space to any individual, partnership, corporation, company, firm or entity, without the prior written consent of EVENT.
12. ***Cancellation Policy.** If EXHIBITOR is not able to attend EVENT, EXHIBITOR may be entitled to a refund on the following schedule: 30 days or more: If written cancellation is received by [JULY 27, 2023], and if booth space is resold, EXHIBITOR is entitled to a 50% refund. Less than 15 days: If EXHIBITOR cancels after [AUGUST 11, 2023], EXHIBITOR will not receive a refund.

* Subject to Change

Non-liability Clause. EVENT will not be liable to fulfill this agreement if the venue in which show is used therein is destroyed or closed by fire, Act of God, strike, authority of law, or any other cause beyond EVENT's control in which case EVENT may or may not return any refunds. EXHIBITOR shall

also abide by agreement between EVENT and venue regarding rules and regulations of premises.

IN WITNESS WHEREOF, the parties have read and understood this agreement and hereto have affixed their names this day of (Date) _____, 2023.

EXHIBITOR'S NAME _____

AUTHORIZED SIGNATURE _____ **DATE** _____

PRINT NAME _____ **TITLE** _____

EVENT REPRESENTATIVE SIGNATURE _____ **DATE** _____