

2012 Honolulu Pride Celebration

June 2, 2012 • 11:00 AM - 4:00 PM • Kapiolani Park Bandstand

VENDOR SPACE CONTRACT

92-954 Makakilo Dr. Suite 71, Kapolei, HI 96707
Tel (808) 672-9050 • Fax (808) 672-6347 • www.honoluluprideparade.org

Group or Company Name

Contact First Name

Contact Last Name

Contact Title

Telephone

Fax

Cell Phone

Email

Company or Product Website

Street Address

City

State

Zip

Products or services to be displayed and/or sold at your booth

Vendor Type and Cost: Non-Profit or Social Group @ **\$25**

(Circle Type)

Crafter, Politician or fundraiser for Non-profit/Social Group @ **\$50** (collecting donations is NOT a fundraiser)

For-profit businesses @ **\$110**

(Unsure of which type please contact the Committee)

All spaces are a maximum of a 10' x 10' space in Kapiolani Park. They come with NO tables, chairs or tents. Exhibitors can bring in their own equipment (tables, chairs, tent, etc) or they need to rent from the company that Pride Committee has selected. For spaces larger than 10' x 10' you will need to purchase multiple booths.

Total Cost \$ _____ = Vendor Type \$ _____ x number of booths _____

Payment Enclosed \$ _____ Payment Method Cash Check Paypal

made payable to **PFLAG-Oahu**

We, the undersigned, do hereby submit this contract for vendor space at the **2012 Honolulu Pride Parade & Celebration**. We have read and agree to comply with the exposition regulations as set forth in the Rules & Regulations. We agree to pay fees in **THE TOTAL COST** indicated above with this application. The signature of authorized representative below certifies our understanding of, and agreement to be bound by, the rules and regulations of the 2012 Honolulu Pride Committee, Producer of this event.

Signature _____ Title _____

Print Name _____ Date _____

Committee's use only

Contract Number Date Received Amount Paid Date Paid Amount Due Booth(s) Assigned

Salesperson _____ Date Approved _____

Honolulu Pride Celebration

Rules & Regulations

1. Honolulu Pride Committee (the Committee) reserves the rights to the use its name, trademarks, logo and copyrighted materials. No use of the name Honolulu Pride Parade and Celebration and/or its logo, trademarks or copyrights for any commercial purpose or any merchandise for sale or giveaway is authorized without the express written permission from the Committee .
2. Merchandise can be sold at the Celebration. Orders for future deliveries are permitted from all Exhibitors. Promotional items may be distributed in your booth.
3. No exhibitor may sell beverages or food without the express written permission from the Committee.
4. All exhibitors planning on selling or sampling food and/or beverages are required to conform to all rules and regulations of the State of Hawai'i and the City and County of Honolulu. Sampling sizes are restricted in size. Please contact the Committee for sizes.
5. All exhibitors planning on selling during the Honolulu Pride Celebration must have a valid Hawai'i General Excise Tax Number prior to th in accordance with Hawai'i State Law.
6. Exhibitor will not sublet the exhibit space contracted for and shall not exhibit or permit to be exhibited any merchandise other than specified in the application without express written permission from the **Honolulu Pride Committee (the Committee)**.
7. Should the Exhibitor fail to exhibit, the Committee reserves the right to deal with this space as it deems fit. Non-occupation will in no way absolve an Exhibitor from his/her financial obligation to Committee.
8. If an Exhibitor notifies the Committee in writing by 5/29/12, that owing to unforeseen circumstances he/she is unable to occupy the space allotted to him/her, the Committee may at its discretion cancel the allotment without prejudice to any claim by the Committee against the Exhibitor. Should Committee succeed in re-letting any such canceled space at the fixed charge the Committee may, at its discretion, relieve the Exhibitor of part of his/her responsibility for the vacated space.
9. The Committee reserves the right to reject or restrict any exhibit which may be objectionable or in keeping with the quality or character of the Honolulu Pride Celebration.
10. All materials and displays must be arranged in such a manner so as not to disturb the aisles or exhibits in adjacent exhibits, either physically or visually. Literature and/or other promotional material cannot be handed out or left for display, or otherwise distributed in any area other than the booth space at any time without the express written permission from the Committee. Posting on the tree in Kapiolani Park is forbidden.
11. The arrival, installation, erection, and removal of booth fittings must conform to the timetable or to specific directions issued by the committee. Each exhibitor must arrange and pay for the conveyance of goods from his/her stand in the Celebration, and for their installation and subsequent removal and disposal.
12. All tents/canopies must conform to the City and County of Honolulu Fire Department regulations.
13. Exhibitor and their agents must not deface property. Should such damage occur, the Exhibitor is liable to the damaged property's owner.
14. Exhibitor will staff their booths continuously during Celebration hours and will not commence to dismantle their booth or remove goods and/or materials prior to 4:00 P.M. on June 2, 2012.
15. Exhibitor agrees to have their booth(s) fully decorated and prepared to due business with the public prior to the opening of the Celebration.
16. Exhibitor agrees not to make undue noise, odor, or obstruct sales, cause damage to Kapiolani Park.
17. Exhibitor agrees to hold the Committee and the City and County of Honolulu harmless from any claims (including reasonable attorney's fees) from, or due to acts or admissions of Exhibitors, its agent and employees.
18. Neither the Committee and/or its sponsors or agents, the City and County of Honolulu, and/or their representatives or any member or employee of the show, is responsible for any injury, loss or damage from any Exhibitor, his/her employee or property. The Exhibitor, upon execution this contract, expressly releases the foregoing named parties, individuals, and employees from any and all claims for such loss, damage or injury.
19. Each Exhibitor shall indemnify the Committee against any claim that may be made upon them in respect to any alleged infringement of any copyright or patent by another exhibitor during the period of his/her occupancy of any allotted space.
20. Exhibitors must accept responsibility for any damage that they or their staff or contractors cause to Kapiolani Park and property belonging to the owners. Any damage shall be made good at the Exhibitor's expense to the entire satisfaction of the owners.
21. No responsibility is assumed by the Committee for goods delivered to Kapiolani Park, or for goods brought into Kapiolani Park. Exhibitors wishing to insure their display materials merchandise, must do so at their own expense.
22. In the event that because of wart, fire, strike, government regulation, public catastrophe, act of God, or other cause, the show or any part thereof is prevented from being held, or canceled, the Committee shall determine refund to the applicant or his/her proportionate share of unused funds.
23. All Exhibitors must comply with the requirements of the City and County of Honolulu, State of Hawai'i or other relevant authority, and all Exhibitors are deemed as having notice of such requirements and regulations bound thereby.
24. Each Exhibitor shall indemnify the Committee against all liabilities, actions, costs, claims and compensation for injury or loss to any person or damage to or loss of any property arising as a result of his/her occupancy of allotted space or booth. Omission to act or negligence done by Exhibitor or his/her agent or any other person under his/her direction does not relieve the Exhibitor from the liability.
25. Each Exhibitor is bound in all respects by these Rules and Regulations. Exhibitor must bring to the notice of all agents or contractors employed by him/her each of the provisions of the Rules and Regulations as may affect such agents and contractors, and any claim arising from the failure of the Exhibitor to give such notice shall be in sole responsibility of the Exhibitor concerned.
26. Should any question arise whether provided for in the these rules and Regulations or not, the decisions of the Committee shall be final and binding on each and every Exhibitor.
27. Exhibitors can start setting up their space after 7:00 AM on June 2, 2012
28. All spaces will be left clean. Failure for an exhibitor to clean their allotted space may result in billing of a \$50.00 cleaning fee.
29. Non-profit means a group that has 501 (c) 3 status, a group formed under HRS Chapter 415B or HRS 467B and all social groups as defined by the committee.
- 30. Violations of the Rules and Regulations may result in the forfeiture space, without refund at the Committee's discretion.**