

## **An Agreement for RETAIL VENDOR Participation in the *Ukulele Picnic in Hawai'i 2012***

THIS AGREEMENT is made by and between the **Ukulele Foundation of Hawaii**, (PRODUCER) with offices at 1551 Ala Wai Boulevard #3605, Honolulu, Hawaii 96815 and (name & address) \_\_\_\_\_, (RETAIL VENDOR)

1. Description of the Scope of this agreement. Under this agreement, the RETAIL VENDOR agrees to sell merchandise and goods at the following event.
  - a. **Name of the Event:** Ukulele Picnic in Hawaii 2012
  - b. **Event Description:** Family fun festival
  - c. **Location/Venue:** Kaka'ako Waterfront Park
  - d. **Address:** Foot of Cooke Street, Honolulu, Hawaii 96813
  - e. **Date of the Event:** Sunday, February 12, 2012
  - f. **Hours of Event:** 9:00 AM to 7:00 PM
  - g. **Set-up Time:** Saturday, February 11, 2012; 12:00 PM to 3:00 PM  
Sunday, February 12, 2012; 7:00 AM to 9:00 AM
2. RETAIL VENDOR will provide to the PRODUCER:
  - a. **Fee:** RETAIL VENDOR will pay a fee of \$400.00 and a refundable deposit of \$100.00 to PRODUCER with submitted application. Mail check made payable to: Ukulele Foundation of Hawaii, 1551 Ala Wai Boulevard #3605, Honolulu, Hawaii 96815
  - b. **Items for Sale:** A listing of a minimum of four items for sale. There should be a range of menu items both in content and price.
  - c. **Tables and Chairs:** RETAIL VENDOR will provide all additional tables and chairs necessary for their operation.
  - d. **Staff and Equipment:** RETAIL VENDOR will provide all staff and equipment necessary for their operation.
  - e. **Signage:** RETAIL VENDOR will provide all signage necessary for their operation.
  - f. **Insurance:** A Certificate of proof of RETAIL VENDOR's General Liability Insurance (see item 9 for details).
3. PRODUCER will provide to RETAIL VENDOR:
  - a. One 10' x 10' tent
  - b. One 8' table as front counter for service and 2 chairs
  - c. All promotion and production of event – anticipated attendance 5,000 people
  - d. One parking pass for adjacent parking lot.
4. Assignment. No party may sell or assign this Agreement without the other parties' written consent. In the event of assignment, the rights and obligations of the parties hereto shall be binding upon and shall inure to the benefit of their respective successors and permit assigns.
5. Entire Agreement. This Agreement embodies the entire agreement of the parties and supersedes any other agreements or understandings with respect hereto that may ever have existed between the parties.
6. Relationship of RETAIL VENDOR and PRODUCER. It is expressly agreed by the parties hereto that neither the RETAIL VENDOR or any of its employees nor the PRODUCER or any of its employees are employees of each other for any purpose whatsoever, but are independent contractors.

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- 7. Reciprocal Indemnification. Both parties agree to accept full and exclusive responsibility for their own acts and those of their employees, agents and subordinates and to indemnify and hold all other parties harmless from, and reimburse them for, any liability claims, demands, costs and expenses incident to any claim, loss, damage or injury of any kind, including attorney's fees and court costs incurred in connection with any legal claim of any kind, to any person or kind, to any person or property because of or due to any act or conduct of any of the parties or any of their employees, agents or subordinates.
- 8. Event Insurance: The RETAIL VENDOR will provide a Certificate of Insurance with proof of general liability coverage in the amounts of \$1,000,000 per occurrence/\$1,000,000 aggregate, and name as additional insured:  
The Ukulele Foundation of Hawaii 1551 Ala Wai Boulevard #3605, Honolulu, HI 96815; and the State of Hawaii, Department of Business, Economic Development, and Tourism, Hawaii Community Development Authority, 461 Cooke Street, Honolulu, HI 96813.
- 9. Waiver. The failure of any party to enforce at any time any provisions of this Agreement shall not constitute a waiver of the right thereafter to enforce the same or any other provision hereof.
- 10. Arbitration. Any disputes arising from this agreement shall be subject to arbitration as provided for under Chapter 658, Hawaii Revised Statutes and in accordance with the rules of the American Arbitration Association in effect ward rendered may be entered in any court having proper jurisdiction.
- 11. Attorney's Fees. In any dispute arising from or related to the performance of any party under this Agreement, the prevailing party in such dispute shall be entitled to recovery of reasonable attorney's fees from the other parties.
- 12. Amendment. The Agreement may be amended only by an instrument in writing signed by all parties.
- 13. Applicable Law. This Agreement shall be governed by the laws of the State of Hawaii both as to interpretation and performance.

IN WITNESS WHEREOF, the parties have signed this agreement on the day and year written.

By (sign) \_\_\_\_\_  
The Ukulele Foundation of Hawaii Date

By (sign) \_\_\_\_\_  
Date

(Print Name) \_\_\_\_\_

Please e-mail or fax completed agreement with proof of insurance:

E-Mail: [sales@ukulelepicnicinhawaii.org](mailto:sales@ukulelepicnicinhawaii.org)

Fax: (808) 356-0207