

# **WELCOME TO HIPACC FESTIVAL 2022**

## ***Made On Hawai'i Island Marketplace***

King Kamehameha Kona Beach Hotel

June 12, 2022

Revised on April 22, 2022

### **Application Process**

**Step 1:** Complete HIPACC Made on Hawai'i Island Marketplace Vendor Application Form.

**Step 2:** Read and agree to the HIPACC Made on Hawai'i Island Marketplace terms and conditions.

**Step 3:** Make payment of \$85.00 to secure vendor space. See below for payment information.

**Step 4:** Set up your stall at HIPACC Festival Made in Hawai'i Marketplace on Sunday, June 12, 2022 beginning as early as 8:30a.m. Vendors should be ready to go by 11a.m.

### **Contact Us**

If you have any questions, please feel free to contact Ashley at [kaiao.obrey@gmail.com](mailto:kaiao.obrey@gmail.com) or call (808) 382-0116.

# MADE ON HAWAI'I ISLAND MARKETPLACE VENDOR APPLICATION FORM

**Vendor:** \_\_\_\_\_

**Main Contact Person:** \_\_\_\_\_ **Ph. #:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Please list the products you plan to sell**

*(note: must be prepackaged food or other edible goods)*

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**How many team members will be present at the event?** \_\_\_\_\_

*Note: The \$85 fee covers the vendor space for one team member along with a ticket to the tasting event. Each additional team member must also pay for an \$85 ticket.*

**Contact info for vendor team on event day (if different from above):**

**Name:** \_\_\_\_\_

**Ph. #:** \_\_\_\_\_

## **Fee Information**

### **\$85 vendor fee**

- Includes approximately 8'x8' booth space in the ballroom at the King Kamehameha Kona Beach Hotel for one (1) vendor team member (including 6 foot table with tablecloth)
- Vendor responsible for handling all monetary transactions at their booths.
- Includes ticket for vendor to participate in the Taste of the Pacific and Asia Festival tasting event.
- Note: additional team members must each purchase a general admission ticket to the Taste of the Pacific.
- Fee is also inclusive of tax (6%).

### **Methods of Payment**

- **Credit Card payment online:**
  - o To pay by credit card, we will send you a website link which will take you to a credit card payment page.
  - o You will be required to input your email address that you used in your application and input your reference number.
  - o **Note:** *We only accept Visa and MasterCard, and there will be an additional 6% surcharge on top of the stall costs if you wish to pay with a credit card.*
- **Direct Credit payment:**
  - o To pay by direct credit, we will provide you with a bank account number to deposit your payment.
  - o You will be required to input your reference number on the payment.
- **Check payment:**
  - o Please make cheque to HIPACC INC. and mail to:  
**HIPACC INC. (75-5660 Kopiko St. C7-321, Kailua-Kona, HI 96740)**
  - o Please note your contact details on the back of the check.
  - o **Note:**
    - *Checks with no information will not be accepted*
    - *We will not accept check payments after May 10, 2022*
    - *Returned check will not be re-deposited and another payment option will be required*

If you are unable to make payment with any of the options above, you will need to inform us as soon as you receive confirmation of your spot. Please contact the Vendor Coordinator to arrange a suitable time to come in to make payment with our accounts team.

Please do not send cash via post.

**Invoice/receipt:** Our HIPACC team will send you a website link to download your invoice/receipt upon confirmation of your spot.

## **Terms and Conditions**

### **1. Behavior**

- 1.1 All Vendors and their staff must deal with members of the public and the festival staff in a polite and respectful manner and must not use offensive language or become involved in any incidents that will bring the Event into disrepute.
- 1.2 Vendors must ensure that people working at their stall site follow the terms and conditions outlined in this agreement. Stallholders are responsible and liable for the actions of their staff, workers, and volunteers.
- 1.3 Any person(s) behaving in a disorderly or disruptive manner will be asked to leave the festival immediately.

### **2. Commercial rules**

- 2.1 Vendors must not share, on-sell, transfer, assign or sub-let their allocated stall in anyway. Any unauthorized activity considered as guerrilla marketing by the Event Organizer will be required to cease immediately.
- 2.2 Purchase of a stall does not grant the Vendor any sort of exclusivity, including but not limited to, product or industry category.
- 2.3 Vendor may not advertise, display, or promote in any way any signage, goods, or services that are considered to be in competition with the goods or services of the Event sponsors and supporters of the Event. Event sponsors and supporters' details will be communicated to Stallholders at the pre-Event Stallholder meeting.
- 2.5 Requests by Event Organizers staff to alter or remove inappropriate signage on display must be responded to immediately.
- 2.6 Vendors are not permitted to operate outside of their site without written consent of the Event Organizer.
- 2.7 Vendors *may only sell the items listed in their application.*

### **3. Prohibited items**

- 3.1 Vendors may only sell the items listed in their application. Stallholders must not sell or promote any items that have an age restriction. No alcohol, tobacco, or other restricted products are to be sold at the Event

(\*unless otherwise specified by the Event Organizer - i.e.. "Ola Brewery" at Sunday's *Taste of Asia* event).

3.2 The Event Organizer reserves the right to restrict and/or prohibit the sale or promotion of any items.

3.3 Hawkers, street sellers, buskers, or product giveaways are not permitted at the Event unless they have been allocated and paid for a stall through the stall application process. Unauthorized vendors and product promotions will be removed from the Event.

## 4. Exclusive sales

4.1 The Event Organizer has agreements in place with commercial sponsors which provide exclusive distribution rights at the Event across categories including but not limited to beverages, ice cream, etc. Any such arrangement will be communicated to stallholders by email and at the Pre-Event meeting and would require stallholders to **only** utilize or promote products *from the event sponsor* or be in breach of the festival's terms and conditions.

## 5. Refunds

5.1 There will be no refund of the stall fee in case of a Vendor cancelling their stall or for the Event Organizer immediately closing the Vendors stall in accordance with this Agreement.

5.2 There will be no refund in case of a Vendor not claiming or operating from their stall on the days of the Event.

5.3 There is no guarantee of volume of sales or public attendance, and no refund will be made due to poor sales because of weather or lack of public attendance.

5.4 In the Event of cancellation by the Event Organizers, 25% of the stall fee for each day cancelled will be refunded within 90 days after cancellation.

## 6. Cancellation

6.1 In the Event of cancellation by the Event Organizers, 25% of the stall fee for each day cancelled will be refunded within 90 days after cancellation.

6.2 The Event Organizer has the sole discretion to cancel the Event.

6.3 In the event of cancellation, the Event Organizers will endeavor to contact all Vendors in a timely manner. You can also contact the HIPACC team at 808-331-8265.

6.4 Details of the notification process in the Event of cancellation will be outlined at the compulsory pre-Event meeting.

## **7. Corrective measures and penalties**

7.1 If the Vendor breaches any terms of this Agreement, on notice the Vendor must immediately rectify or cease any unauthorized activity. Non-compliance will lead to immediate suspension and/or expulsion from the Event. No correspondence will be entered into in this regard.

7.2 Vendors, and/or the organizations they represent, who breach the conditions outlined in this agreement may be excluded from participation at the Event or future events organized by the Event Organizer.

7.3 The Event Organizer reserves the right to close stalls that continue with non-compliant conduct after being asked to take corrective actions;

7.4 Vendors who breach the gas and waste liquids policy will have their stalls closed immediately.

7.5 Costs resulting from non-compliant actions as outlined in this agreement will be passed on to Vendors and/or the respective organizations they represent. Examples are: costs relating to damage of property, landscapes, and additional cleaning resulting from the dumping of waste liquids.

7.6 Any amounts billed for non-compliance will be at the sole discretion of the event organizer, and no discussions will be entered into.

7.7 The Event Organizer reserves the right to take legal action to recover any costs.

## **8. Consent**

8.1 The Vendor agrees to cooperate and give all necessary information to stall managers or Event personnel monitoring your stall or conducting surveys.

## **9. Disclaimer**

9.1 Under no circumstances shall the Event Organizer make good or accept any responsibility or liability:

9.1.1 For any damage or theft or loss of any property, goods, articles, or things brought into or left behind at any part of the event venue by the Vendor or by anyone on his/her behalf;

9.1.2 For any financial or other loss suffered by a Stallholder as a result of participation in the Event or due to the cancellation of the Event or due to poor crowd participation at the Event.

## 10. Variations to information

10.1 The event organizer reserves the right to:

10.1.1 Vary the conditions and key dates if required

10.1.2 **Verify that the information is correct at the time of the agreement**

**Vendor Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Dated:** \_\_\_\_\_