



**29TH ANNUAL MADE IN HAWAII FESTIVAL
VENDOR AGREEMENT**

**HAWAII CONVENTION CENTER
EXHIBIT HALL I & II
AUGUST 18 - 20, 2023**

FRIDAY, AUGUST 18TH

8:00 a.m. - 10:00 a.m. - WHOLESALE BUYER HOURS

10:00 a.m. - 8:00 p.m.

SATURDAY, AUGUST 19TH

9:00 a.m. - 8:00 p.m.

SUNDAY, AUGUST 20TH

9:00 a.m. - 5:00 p.m.

2023 MADE IN HAWAII FESTIVAL VENDOR AGREEMENT

This Vendor Agreement applies to Vendors who are submitting the Vendor Application to participate in the 2023 Made in Hawaii Festival. The Made in Hawaii Festival reserves the right to change, modify or add to these rules and regulations without prior notice. Signing this Agreement and submitting the 2023 Made in Hawaii Festival Vendor Application does NOT confirm acceptance. Vendor acceptance will be based on the Made in Hawaii Festival Vendor Management’s discretion and such Management reserves the right to refuse acceptance for any reason. Late application submissions will be considered based on space and availability. This Vendor Agreement should be read in its entirety as many sections have been changed.

ABOUT US

The Hawaii Food Association (**HFIA**) is a nonprofit trade association that educates the public about the quality, value and safety of locally produced food, food products, garments, services, and other products. HFIA promotes the interests of food and beverage retailers and suppliers of Hawaii. HFIA also educates and advocates on behalf of Hawaii’s food industry and represents over 200 member companies. One way HFIA spotlights and promotes and improves conditions of its members is through the Made in Hawaii Festival.

The Made in Hawaii Festival (**MIHF**/the “**Festival**”) is an annual event taking place over the course of three (3) days where vendors/exhibitors showcase their diverse products. The Festival offers an in-person marketplace for Vendors to promote and to sell a variety of products, ranging from food, to apparel, to jewelry, to home décor, to crafts.

2023 MADE IN HAWAII FESTIVAL VENUE

The 2023 MIHF will be held at the Hawaii Convention Center (**HCC**). It’s “Where Business and Aloha Meet” — and in a winning way. The 1.1 million-square-foot Hawaii Convention Center provides organizations from around the globe with a setting that is distinctly Hawaii in style while being spacious, modern, and flexible. **READ MORE:** [About the Hawaii Convention Center \(meethawaii.com\)](https://meethawaii.com)

1. ACCEPTANCE OF AGREEMENT

By signing this Vendor Agreement for the 2023 MIHF, applicant hereby agrees to be bound by the MIHF/HCC terms and conditions, guidelines, and the rules and regulations included in this Agreement, and in the forthcoming Vendor Packet, along with any subsequent fees. This Agreement shall not be changed, altered, modified, or otherwise transferred by either party without written consent.

2. VENDOR RELATIONSHIP

Applicant agrees that no joint venture, partnership, franchisee, employment, or agency relationship exists between applicant and the MIHF as a result of this Agreement.

If accepted as a MIHF vendor, you agree to be respectful, professional and show aloha to the MIHF and HCC staff, contractors, volunteers, attendees, and fellow vendors. Any communications in any medium (including but not limited to verbal, written, posted online or on any social media platform) may not in any manner disparage, defame, malign, or attempt to injure the business reputation of the MIHF, HFIA, or its sponsors, officers, directors, contractors, employees, or agents. Non-compliant vendors will not be invited back to future Festivals and may be asked to vacate their booth space without a refund or credit. Applicants shall not call, email, text or communicate with the HFIA Board of Directors or MIHF sponsors regarding any dispute or interpretation of the Agreement. MIHF vendors shall promptly directly notify Vendor Management of any issues in writing.

3. MADE IN HAWAII PRODUCT REQUIREMENTS

If accepted as a MIHF vendor, all products sold and/or shown at the MIHF must be listed and described on the Vendor Application and must meet the legal requirements of applicable laws and rules relating to Made in Hawaii.

One of the factors that the MIHF prides itself on is delivering a truly unique shopping experience by curating hundreds of Made in Hawaii Vendors who attract people from around the world and who exhibit products to **which is of their own original designs, recipes, inventions, creations, etc.** If accepted, and by participating in the 2023 Made in Hawaii Festival, you represent and warrant that all items that you intend to sell at the MIHF are of your own original designs, inventions, recipes, creations, etc., and have not knowingly infringed on another's intellectual property. You are not required by law to register a trademark, copyright or patent, but you are required, by law, **not to infringe on another's intellectual property.**

HRS §486-119 HAWAII-MADE PRODUCTS; HAWAII-PROCESSED PRODUCTS. (a) No person shall keep, offer, display or expose for sale, or solicit for the sale of any item, product, souvenir, or any other merchandise that is labeled "made in Hawaii" or that by any other means misrepresents the origin of the item as being from any place within the State, or uses the phrase "made in Hawaii" as an advertising or media tool for any craft item that has not been manufactured, assembled, fabricated, or produced within the State and that has not had at least fifty-one per cent of its wholesale value added by manufacture, assembly, fabrication, or production within the State.

(b) Subsection (a) notwithstanding, no person shall keep, offer, display, expose for sale, or solicit the sale of any perishable consumer commodity that is labeled "made in Hawaii", "produced in Hawaii", or "processed in Hawaii" or that by any other means represents the origin of the perishable consumer commodity as being from any place within the State, or use the phrase "made in Hawaii", "produced in Hawaii", or "processed in Hawaii" as an advertising or media tool for any perishable consumer commodity, unless the perishable consumer commodity is wholly or partially manufactured, processed, or produced within the State from raw materials that originate from inside or outside the State and **at least fifty-one per cent of the wholesale value**

of the perishable consumer commodity is added by manufacture, processing, or production within the State.

Violations may result in the penalties set forth in chapter 486, Hawaii Revised Statutes, including but not limited to, the imposition of civil and administrative fines of up to \$2,000 per day or for each separate offense and the issuance of stop-use and stop-sale orders.

a) MADE IN HAWAII PRODUCTS

If accepted, and by participating in the MIHF as a vendor, you represent and warrant that all products offered for sale meet the State of Hawaii's legal requirements to qualify as Made in Hawaii, **HRS § 486-119**. Additionally, you agree to submit the completed Made in Hawaii Valuation Forms-Formula worksheet for each product type, along with the corresponding product photos in high-resolution. The MIHF may also require your products to be submitted to the State of Hawaii Department of Agriculture (HDOA). The HDOA oversees the regulations to determine if products meet the requirements under **HRS § 486-119**. Any vendor found with products that in the discretion of the MIHF, appear to be in violation of **HRS § 486-119** may be asked to remove products not in compliance and/or to vacate their booth without a refund or credit. A vendor's participation shall not be construed as an endorsement of the company or its products or services, or as a certification that their products meet the requirements of **HRS § 486-119**.

b) MISBRANDING

Hawaii law, **HRS § 486-118**, provides that you cannot introduce into the State or offer to sell any consumer commodity which is misrepresented or misbranded in any manner. In other words, you must accurately describe your products (e.g., materials, colors, ingredients, best by or expiration dates) and cannot mislabel or label them in a way that is misleading or false. If accepted, and by participating as a vendor in the MIHF, you represent and warrant that you will comply with the requirements of **HRS § 486-118**.

c) ACACIA KOA WOOD DEFINED

Hawaii law, **HRS § 486-119.5**, provides that you cannot describe, or label wood products as made entirely or in part of "koa" wood unless it is Acacia koa. You may use the term "koa" to describe wood products which are in part made of Acacia koa and, in part, other materials, provided that the extent to which Acacia koa is utilized in the wood product is not misrepresented. If you offer for sale any products which are made entirely or in part of "koa" wood, you represent and warrant that you will comply with the requirements **HRS § 486-119.5**.

d) REQUIREMENTS FOR FOOD PRODUCTS

Vendors selling food products represent and warrant that such food products including food articles, food ingredients, food packaging, and food labeling relating to or comprising the food products, or any part thereof offered for sale, sold, and delivered to customers through the MIHF shall be in full compliance with all applicable laws, rules

and regulations applicable to the food products. If accepted, and by participating as a vendor in the MIHF, you represent and warrant that the food products shall be manufactured, stored and delivered, in accordance with appropriate “Good Manufacturing Practices” or similar practices that may be promulgated under the laws, amendments, regulations, rules, as applicable, and in accordance with all local health and sanitary ordinances or regulations applicable to vendor’s activities involving the food products.

e) COMPLIANCE WITH APPLICABLE LAWS

If accepted, and by participating as a vendor in the MIHF, you represent and warrant that your products comply with all applicable laws, including, but not limited to those relating to product and consumer safety, and that your products do not violate, infringe upon or misappropriate the rights of any third-party, including, but not limited to any rights of privacy or publicity, as well as any intellectual property or other proprietary rights. Items that do not comply with all MIHF product requirements or that violate applicable laws, will not be allowed to be sold at the MIHF.

4. VENDOR BOOTH RATES

If accepted as a MIHF Vendor, you’ll receive an email and be given access to the MIHF online portal to pay for and select your booth space. Vendor understands that booth selections will be on a first come, first served basis however, booth placements are subject to change at any time for any reason at the discretion of the MIHF Vendor Management. Vendor Management reserves the right to pre-select booth placement for any Vendor. Vendor Management reserves the right to pre-select booth placements for Vendors who anticipate having lines formed at their booth. **Vendor booth payments and any other subsequent fees shall be due within five (5) calendar days after receiving your acceptance email.** No booths will be held and unpaid booths will go to the next qualified Vendor.

VENDOR BOOTH RATES - *To be paid upon acceptance.

- **Standard Booth** 10 x 10 - \$825
- **Corner Booth** 10 x 10 - \$925
- **Island Booth** (Combination of four (4) booths with no walls) 20 x 20 - \$3,600
- **Booth Sharing Fee** (See restrictions under 5c) - \$200 in addition to booth fee

VENDOR BOOTH RATE INCLUSIONS

- Free Wi-Fi
- Booth ID Sign
- Pipe & Drape
- One (1) 6’ ft Skirted Table
- Two (2) Chairs
- One (1) Wastebasket
- Air Conditioning During Move-in and Festival Hours

- MIHF will invest in public relations, and TV, radio, and print advertising for marketing and promotions.

5. VENDOR BOOTH POLICIES – ALL VENDORS

If accepted as a Vendor, you understand that all **MIHF Vendor booth SALES ARE FINAL, NON-TRANSFERRABLE** and that **NO REFUNDS OR CREDIT will be issued due to, but not limited to Vendor cancellation, missing required documents, non-compliance, or lack of sales during the MIHF. SERVICE and/or PROCESSING FEES are also non-refundable.** Vendor agrees to submit the required documents and adhere to all MIHF and HCC terms and conditions, guidelines, and rules and regulations. You understand that you will NOT be permitted to load-in if any payment or required documents are missing, or if you are found to be non-compliant. In addition, you agree and understand all the following booth policies.

VENDOR REQUIRED DOCUMENTS - The following are due upon Vendor Application submission.

- **A copy of Vendor’s General Excise Tax License**
- **Made in Hawaii Valuation Form** - Formula Worksheet - Submit a form for each product type sold. (i.e.: Bracelet, ring, necklace / Cookie, brownie, cupcake)
- **Product Photos** - Submit photos for each product type sold and corresponding to the Made in Hawaii Valuation Forms submitted. Photos must be in HIGH-RESOLUTION and may be used for MIHF promotional purposes.
- **Certificate of Insurance (COI)** – Vendor will be advised of required insurance coverages acceptance. COI must be submitted after acceptance to complete registration.
- **Department of Health Food Permit** - Food and Beverage Vendors ONLY.
- **Hawai’i Convention Center Food and Beverage Vendor Application** - Food and Beverage Vendors ONLY.
- **Special Event Food Establishment Permit - Department of Health** - Food and Beverage Vendors who intend on sampling or selling food cooked on-site or made on-site ONLY. Due after acceptance and must be submitted to complete registration. A copy of the permit must be kept at Vendor booth at all times.

a) GENERAL LIABILITY INSURANCE

Vendor shall be required to carry a general liability insurance policy. Policy requirements will be provided to Vendors upon acceptance and a copy of a COI must be submitted to complete registration. Insurance policy shall be maintained continuously throughout the duration of the Vendor’s participation in the MIHF. Insurance policy shall not be cancelled,

lapsed, or substantially modified without thirty (30) days' prior written notice. MIHF does not assume any liability for lost, stolen, or damaged products or displays.

b) MIHF HOURS OF OPERATION

Vendor shall remain open and is responsible to have booth personnel/staff at all times during the MIHF hours of operation. Vendor shall not close or breakdown their booth before the Festival's closing time, REGARDLESS OF PRODUCT AVAILABILITY. Vendor will be assessed a **\$150 fine per incident** if Vendor is non-compliant.

Friday, August 18, 2023 - 8:00 a.m. - 10:00 a.m. Wholesale buyer hours
10:00 a.m. - 8:00 p.m. Public open hours

Saturday, August 19, 2023 - 9:00 a.m. - 8:00 p.m. Public open hours

Sunday, August 20, 2023 - 9:00 a.m. - 5:00 p.m. Public open hours

c) LINES

Vendor is responsible for line management at their booth. There will be a limited amount of designated areas in the Exhibit Hall where lines may be diverted to or formed. **Lines shall not obstruct the view or access to fellow vendors and shall not obstruct aisles, walkways or exits.** Failure to provide proper line management will result in additional charges. Upon Vendor acceptance, the forthcoming Vendor Packet will list resources for line management personnel if needed, for your convenience. Vendor Management reserves the right to pre-select or change booth placements for Vendors who anticipate having lines formed at their booth.

d) BOOTH SHARING

Booth sharing by Vendors is permitted for an additional \$200 fee however, it is limited to two (2) Vendors per booth. Both Vendors must still submit the Vendor Application and upload all required documents separately. If one (1) of the two (2) Vendors applying for a shared booth is not accepted, or if products do not qualify, the accepted Vendor shall be responsible for the entire booth fee.

Vendor Management reserves the right to decline booth sharing requests for any reason. Booth sharing requests will be indicated on the Vendor Application. **Vendors sharing a booth without Vendor Management authorization will be asked to vacate the booth without a refund or credit.** Vendor Management will not be involved or act as a mediator for any disputes between booth sharing Vendors.

e) BOOTH SUBLETTING

Vendors shall not sublet their Booth.

f) BOOTH DISPLAY & DECORATIVE MATERIALS

Vendor booth display and merchandise must be contained within the confines of the booth space. Displays above and beyond boundaries will not be allowed. Banners and signs hanging over booths cannot be higher than 8'. **Booth displays shall not obstruct the view or obstruct access to fellow vendors.**

Water displays are PROHIBITED. All decorative materials displayed or installed in your Vendor booth must be flameproof in accordance with the Public Safety and Fire Regulations. HCC does not allow anything to be taped, nailed, tacked or otherwise affixed to ceilings, painted surfaces, doors, glass, fire sprinklers, columns, fabric or decorative walls. Cleaning and/or removal of décor items such as confetti, streamers, balloons, etc. will incur additional charges. **Helium balloons may NOT be used as booth space decoration or distributed/sold inside the HCC. If helium balloons are released for any reason within HCC, labor costs associated with the removal of the balloons from ceilings and air handlers will be charged to the vendor at the prevailing rate.** Helium balloons distributed outside HCC are not permitted inside the building.

No flammable materials, such as bunting, tissue paper, crepe papers, propane, all other volatile gases or fuels, etc., will be permitted to be used for decorations and all materials used for decorative purposes must be treated with flame-proofing and be in accordance with HCC Fire and Safety Rules and Regulations.

READ MORE:

https://www.dropbox.com/s/orhfyul941t0ct1/HCC%20Emergency%20Preparedness%20Plan%20Client%20Manual_cq2019-final.pdf?dl=0

g) CANOPY TENTS

Canopy tents or pop-ups are PROHIBITED in the Exhibit Hall.

h) BOOTH MAINTANANCE & CLEANING

Vendors are required to maintain the cleanliness of their Vendor booth space during the duration of the MIHF. Vendor is responsible for the area in and immediately around their booth during load-in, open Festival hours, and load-out. During open MIHF hours, wagons, overstock, boxes, etc. must be completely tucked away and out of attendees' view.

Vendor is responsible to leave their booth space in the condition it was received. **If the booth space is not returned in such condition, you will be billed directly for costs incurred to remove trash, including the removal of tape and tape residue.**

i) SALES RECEIPTS

Vendor must provide sales receipts to their customers for all transactions or post in writing at their booth that receipts will be available upon request.

j) GENERAL EXCISE TAX (GET) LICENSE

Vendor must have their GET License prominently displayed at their booth at all times during the duration of the MIHF. Vendor is responsible for ensuring compliance with the State of Hawaii Department of Taxation Cash Economy Enforcement Act of 2009 (Act 134).

For more information about Hawai'i's tax laws, please refer to the Department of Taxation website at <https://tax.hawaii.gov>. Contact the Department of Taxation at (808) 587-4242 (Toll-Free: 1-800-222-3229) or Taxpayer.Services@hawaii.gov.

k) VENDOR BADGES

Vendors, their staff, and/or volunteers shall wear Vendor badges at all times while on the HCC premises. Each Vendor is allotted a total of five (5) Vendor badges per booth, and a total of five (5) Vendor wristbands per day. It is the responsibility of the Vendor to manage their badges. **Replacement badges will not be given**, regardless of if lost or misplaced.

l) WHEELED CARTS & RE-STOCKING OF MERCHANDISE

Wheeled carts, hand trucks and dollies are only permitted to be used in the Exhibit Hall during load-in, load-out, and before/after open Festival hours. **Wheeled carts, hand trucks or dollies are NOT PERMITTED in the guest elevators and Vendors are NOT PERMITTED to hand-carry items through HCC's lobby entrance.** Re-stocking during Festival hours must be done by hand and Vendor shall not obstruct aisles, walkways, or exits. Vendor must only use designated Vendor entrances and exits. There will be no additional storage areas for Vendors to store products. Information regarding designated Vendor entrances and exits will be provided to accepted Vendors in the forthcoming Vendor Packet.

m) TRASH

Any Vendor placing trash in the Exhibit Hall receptacles rather than in the designated dumpster will be assessed a **\$150 fine per incident**. Designated dumpster location will be provided to accepted Vendors in the forthcoming Vendor Packet.

n) VENDOR PARKING

Vendors will have off-site designated parking. **Vendors are NOT PERMITTED to park in HCC's parking lots during MIHF open hours.** No parking validations will be issued. Designated Vendor parking information will be provided to accepted Vendors in the forthcoming Vendor Packet.

o) DESIGNATED VENDOR ENTRANCE/EXIT

AT NO TIME shall the Guest Elevators be used for loading or unloading from other parking floors. All persons, articles, exhibits, fixtures, displays and property of every kind

shall be brought into and out of the HCC at the designated Vendor entrances and exits. All such entrances and exits shall be subject to HCC's control. Designated Vendor entrance and exit information will be provided for accepted Vendors in the forthcoming Vendor Packet.

p) LOADING DOCK

The HCC Loading Dock is limited to commercial vehicles. Vendors with commercial vehicles shall make a Loading Dock Reservation directly with HCC. Loading Dock usage information will be provided to accepted Vendors in the forthcoming Vendor Packet.

q) VENDOR LOAD-IN

Vendor load-in will take place on August 16 and 17, 2023. Vendors will be assigned to load-in on a scheduled day and time. Load-in information will be provided to accepted Vendors in the forthcoming Vendor Packet.

r) LOAD-OUT & FAILURE TO VACATE/REMOVAL OF PROPERTY

Vendor may not break down their booth before 5:00 p.m. on Sunday, August 20, 2023. Vendor may be assessed a fine of **\$150.00** for breaking down or vacating their booth before the designated closing time (See #5b).

Upon the conclusion of the MIHF, Vendors must remove all goods, merchandise, property, and debris owned by the Vendor. Any such property not removed shall be considered abandoned and, at the MIHF's discretion, be removed or disposed of in any manner MIHF deems expedient.

Vendor hereby waives all claims for damage resulting from such removal, and disposal of such property and indemnifies Hawaii Food Industry Association and Made in Hawaii Festival, HFIA and its officers, agents and employees from any damages or costs including reasonable attorney's fees resulting from such removal and disposal.

s) COMPLIANCE

Compliance checks may be done by MIHF/HCC Staff, and Vendor Management throughout the duration of the Festival. Compliance checks may also be done by The Department of Taxation and the State of Hawaii Department of Agriculture.

6. VENDOR BOOTH POLICIES - FOOD & BEVERAGE VENDORS

All Food and Beverage Vendors must submit the Hawaii Convention Center's Vendor Application Form, along with the MIHF Vendor Application. Acceptance will be on a case-by-case basis and to the discretion of MIHF/HCC. All other required documents must also be submitted (See# 4). Food and Beverage Vendors must list any/all food and beverage products that are intended to be sold at HCC during the MIHF.

Upon MIHF/HCC approval, Food and Beverage Vendors who intend on **food sampling or selling food to be cooked/made on-site, must obtain and submit a copy of their Special Event Food Establishment Permit. A copy of the permit must also be kept at the Vendor booth for the duration of the MIHF.**

Food and Beverage Vendor understands that they will not be permitted to participate in the MIHF without proper approval, equipment, required documents, and will be prohibited from the vendor/exhibitor area. If Vendor sells food and beverage items without prior authorization from HCC, Vendor may be charged a penalty fee of \$1,000 - \$2,000. Please refer to the Food and Beverage Vendor/Exhibitor Guide and the Special Event Food Establishment Permit Guidelines attached at the end of this Agreement.

a) HAND WASHING STATION

A Hand Washing Station is mandatory for Food and Beverage Vendors who intend on giving out food samples or selling food to be cooked/made on-site. Hand Washing Stations must be rented directly through HCC. Hand Washing Station rental information will be provided to accepted Vendors in the forthcoming Vendor Packet.

A Hand Washing Station is NOT needed if the samples are provided to the consumer pre-packaged (i.e., the consumer will open the pre-packaged sample themselves).

b) FOOD SAMPLING & PRODUCT GIVEAWAYS

Food sampling and product giveaways are allowed however, it must be kept in pre-packaged containers. Any food or beverage samples must be served behind clear, protective barriers. **A Handwashing Station is mandatory for vendors giving out food/beverage samples that are not pre-packaged** (See #6a).

c) COOKING GUIDELINES

Deep frying, and open flame (propane/butane) cooking is **PROHIBITED**. ONLY induction burners and chafing dishes with sternos are permitted. Vendor shall protect the ground from food, grease, or water. **Vendor understands that they will be charged a fee if any food particles are left on the floor or if there are floor damages that were not present upon arrival.** Absolutely no food, grease, ice, wastewater, or cooking water is to be disposed of on HCC's property. **A Handwashing Station is mandatory for Vendors selling food to be cooked/made on-site** (See #6a).

d) REFRIGERATION/FREEZER STORAGE

Refrigerated and frozen storage will be available in Matson containers on the HCC loading dock for an additional fee. MIHF does not assume responsibility for lost or stolen product(s). More information will be provided to accepted Vendors in the forthcoming Vendor Packet.

7. VENDOR BOOTH POLICIES - DISPLAY VEHICLE REGULATIONS

Display vehicles are allowed on the Exhibit Hall floor, with an **additional fee**. Contact Vendor Management for pricing.

- a) Fuel tanks must not contain more than 1/4 tank or 5 gallons of fuel, whichever is less.
- b) Fuel tank filler caps must be locked and/or taped shut.
- c) Battery cables must be disconnected. Vehicles with a battery cutoff switch (i.e. electric vehicles) are not required to disconnect the battery cables, but the switch must remain off throughout the entire show and cannot be accessible to the public.
- d) Electric and hydrogen fueled vehicles shall be safeguarded to prevent operation of the vehicle.
- e) All display vehicles must have a drop cloth and a catch pan under the vehicle to catch leaking fluids.
- f) A Certificate of Insurance is required and is to be kept on file. Vendor will be advised of required insurance coverages.
- g) Vehicles cannot be driven or moved during show hours.

8. PLASTIC BAG BAN

City & County of Honolulu Ordinance, Chapter 9, Sections 9-9.1 through 9-9.4, regulate the use of carryout bags on Oahu. Businesses shall be prohibited from providing non-compliant bags to their customers at the point of sale for the purpose of transporting groceries or other merchandise. Businesses may provide, at the point of sale, reusable bags or recyclable paper bags for the purpose of transporting groceries or other merchandise provided they charge the customer a minimum of **\$0.15 cents per bag**. Additionally, businesses may provide non-recyclable paper bags with or without charge to protect or transport prepared foods, beverages, or bakery goods. **READ MORE:** [Plastic Bag Ban \(honolulu.gov\)](http://honolulu.gov)

9. SECURITY

Security will be present during open Festival hours for the general premise only. The Exhibit Hall doors will be locked before and after Festival hours. There will NOT be overnight security. MIHF shall not be held liable for any damaged, lost, or stolen items on premises.

10. STORAGE

The MIHF service provider will offer locked overnight storage for an additional fee. Spaces will be limited. More information will be provided to accepted Vendors in the forthcoming Vendor Packet.

11. SOCIAL MEDIA & PRODUCT PHOTOS

If accepted as a vendor, MIHF staff and/or MIHF Social Media Manager are authorized to use Vendor's uploaded product photos or Vendor's existing public social media content for MIHF promotional purposes at their discretion. Vendors may be contacted by MIHF staff and/or MIHF Social Media Manager to obtain additional content. Product photos uploaded by Vendor must be in high-resolution.

12. PUBLIC SAFETY

Vendor agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property.

13. CONCESSION

HCC Concession may be open during MIHF open hours. Food and beverage items will be purchased exclusively from Levy Restaurants at HCC, with the exception of the HCC approved MIHF Food and Beverage Vendors (See #6). **No other outside food or drinks, of any kind, may be brought into HCC by Vendors or attendees.**

14. DAMAGE TO THE FACILITIES

The MIHF is NOT responsible for any damage at the HCC caused by Vendor, Vendor's staff, or volunteers. A pre and post walk through of booth spaces will be done by MIHF Staff. Vendor agrees to be solely responsible for any damage they, their staff or volunteers caused and Vendor agrees to be responsible for the cost of the repair(s) for any damage caused at the HCC.

15. PROPERTY OF HCC/AEG

Vendors may not use or transport any equipment, furnishings or other property belonging to HCC or to the State of Hawaii at any time.

16. ANIMALS

With the exception of guide, signal or service animals, animals are not allowed in the HCC.

17. AMERICANS WITH DISABILITIES ACT

The HCC offers many features that make the facility friendly to attendees with disabilities. These features include accessible parking, accessible loading/unloading zone in the Porte Cochère, automatic entrance doors, wheelchair/motorized scooter-accessible elevators, evacuation chairs, accessible restrooms and assistive listening systems. For additional information, refer to the ADA Accessibility Brochure on the HCC website or click here [HCC Accessibility Brochure by Hawaii... - Flipsnack](#). Vendors must advise MIHF Vendor Management forty-five (45) business days prior to Vendor's first move-in date if any special needs or accommodations are required.

18. SMOKING

In accordance with the State of Hawaii's Smoke-Free Environment laws, HCC is designated as a non-smoking facility. Smoking is not allowed in enclosed or partially enclosed areas nor is it allowed within 20' of doorways, windows and/or ventilation intakes. This includes, but is not limited to, cigarettes, cigars and electronic cigarettes. However, certain areas of the building have been designated as smoking areas. For a map of the designated smoking areas, refer to the Floorplans & Specifications link in the HCC Exhibitor Toolkit. **READ MORE:** [Hawaii Convention Center Floor Plans by Hawaii... - Flipsnack](#)

19. EMERGENCY PREPAREDNESS PLAN

The Hawaii Convention Center's Emergency Preparedness Plan must be read in its entirety and understood prior to Vendor load-in. **READ MORE** [HCC Emergency Preparedness Plan Client Manual 2019-final.pdf \(dropbox.com\)](#)

20. MIHF LIABILITY

MIHF shall not be held liable for any damaged, lost or stolen items, or loss of sales brought to the premises by the Vendor.

21. INDEMNIFICATION

Vendor shall defend, indemnify, and hold MIHF and HFIA, along with its officers, employees, or Agents ("Released Parties"), harmless from and against any and all claims and actions for damages, personal injury, death, and property damage arising from or resulting from or in anyway connected with the operation of the booth of the Vendor at the MIHF, including claims by the employees of the Vendor against MIHF. Vendor agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising directly or indirectly from, connected with or related to any and all Released Claims.

***NOTE: All other Information regarding ticketing, service provider, cargo/shipping, accommodations, , marketing opportunities, etc. will be provided to accepted Vendors in the forthcoming Vendor Packet.**

By submitting this Vendor Agreement, I, Vendor, confirm that I have read and understood the Vendor Agreement in its entirety. I confirm that my products meet the requirements to be labeled "made in Hawaii" set forth in §486-119, Hawaii Revised Statutes (HRS). I agree to maintain the Valuation Form - Formula Worksheets on all product types being sold/shown at the 2023 Made in Hawaii Festival. I will be prepared to show documentation on-site to authorities and to Made in Hawaii Festival Management if requested. I also understand that I will be solely liable if the State of Hawaii determines that my products do not qualify as "made in Hawaii." I understand that I will be removed from the Made in Hawaii Festival with no refund or credit if I have any outstanding fees, missing any required documents, or considered to be non-compliant. Vendor Applicant agrees to comply with policies, terms and conditions, rules and regulations, and guidelines as stated in this Agreement and in the forthcoming Vendor Packet.



Food and Beverage Exhibitor Guide

Food and beverage service is exclusive to the Hawaii Convention Center. Therefore, all food and beverage must be purchased from the Hawaii Convention Center, we do not allow outside food and beverage to be "catered" in our building and we do not allow persons to bring in food for distribution or sale within our building without proper authorization and approval from the Hawai'i Convention Center's Director of Food and Beverage.

FOOD AND BEVERAGE SAMPLING

- All products must be approved by the U.S. Food and Drug Administration for consumption &/or distribution in the United States.
- Only exhibitors with booths on the trade show floor may give away sample portions of a product they manufacture, produce or distribute and must be show related.
- Exhibitor must submit an [Application for Special Event Food Establishment Permit](#) at the State Department of Health. (1) Copy of permit must be kept at the exhibit booth and (1) Copy presented to your Catering Sales Representative prior to the start of the event.
- Sample sizes must be limited to reasonable amounts of food (2-4oz) and non-alcoholic beverage (5-8oz). No food and beverage may be sampled or given away outside of the exhibit hall or inside any meeting rooms of the Hawai'i Convention Center.
- The sampling company/organization must provide own serving utensils and service ware. If needed see your Catering Sales Representative for information regarding rental equipment or service ware purchases.
- If an exhibitor's request for sampling exceeds the predetermined size portions or seems to be exceeding sampling guidelines, it may be deemed appropriate by the Hawai'i Convention Center to assess a corkage fee for the privilege of bringing their product into the Hawai'i Convention Center.

ALCOHOLIC BEVERAGES

- The sampling of alcohol has been permitted for this show. Please contact you're the Show Manager for regulations.
- Requests for approval shall clearly state and identify the Brand Name, Kind of Liquor, Container Size (amount in ml), No. of Bottles to be sampled, the date and hours sampling is to take place and the name of the representative in charge.
- Beer and Wine samples are limited to (1) 3 oz sample of each item per person. Distilled spirits are limited to a single 1 oz sample of each item per person
- Absolutely, no minors under the age of 21 will be permitted to dispense or sample liquor.
- A Hawai'i Convention Center qualified attendant may be required to dispense alcoholic beverages. Labor charges will apply and based on a minimum 4-hour service time.
- Exhibitor must submit an [Application for Special Event Food Establishment Permit](#) at the State Department of Health. (1) Copy of permit must be kept at the exhibit booth and (1) Copy presented to your Catering Sales Representative prior to the start of the event.

The sampling company/organization will be fully responsible for any and all liabilities that may result from consumption of their products, and shall waive any and all liability against the Hawai'i Convention Center, AEG Facilities AND/OR LEVY RESTAURANTS and the City and County of Honolulu. ****Internal: [Sampling Permit Application and Notification of Trade Show Exhibitor](#) must be submitted to the Liquor Commission Fifteen (15) business days prior to the Event/Trade Show**

ON-SITE REQUESTS

All on-site orders are based on availability and must be accompanied by payment in full. Please allow a minimum of 30-45 minutes for all additional, unscheduled requests.

For more information, please contact Naoko Komiya, Catering Sales Manager at nkomiya@levyrestaurants.com or direct (808) 943-3578.



HAWAII STATE
DEPARTMENT
OF HEALTH

www.health.hawaii.gov/san

SPECIAL EVENT FOOD ESTABLISHMENT GUIDELINES

EQUIPMENT

- Serve food with disposable dishware/utensils.
- Have extra sets of equipment & utensils. Switch them out every 4 hours.

NO WASHING DISHES
ON SITE!!



SAFE FOOD TEMPERATURES

- Cook to safe temperatures:



Beef, Pork, Seafood, Eggs 145°F

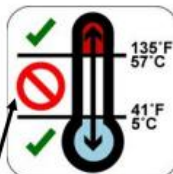
Ground Meat 155°F

Chicken/Poultry 165°F

- Hold at safe temperatures

COLD 41°F or below

HOT 135°F or above



- Use 4 hour rule properly

Don't hold food in "**danger zone**" longer than **4** hours. After 4 hours, throw it out!



Contact your local office:

Oahu: 586-8000
Hilo: 933-0917
Kona: 322-1507
Kauai: 241-3323
Maui: 984-8230

www.health.hawaii.gov/san

*** FAILURE TO IMPLEMENT THESE
GUIDELINES MAY RESULT IN DENIAL
OF YOUR APPLICATION OR CLOSURE
OF YOUR SPECIAL EVENT FOOD
ESTABLISHMENT.

FOOD SAFETY FACT SHEET

SPECIAL EVENT FOOD ESTABLISHMENTS



PLEASE READ THIS HANDOUT AND USE THESE GUIDELINES AT YOUR SPECIAL EVENT FOOD ESTABLISHMENT. DOH SANITATION

BRANCH MUST APPROVE ALL MENU ITEMS SERVED PRIOR TO OPERATION AND MUST APPROVE THE SET UP OF YOUR SITE. CHANGES TO THE APPLICATION (MENU ITEMS, DATES OF OPERATION) AFTER APPROVAL MAY RESULT IN IMMEDIATE CLOSURE OF YOUR FOOD BOOTH. CONTACT YOUR LOCAL OFFICE FOR DETAILS.

HEALTHY EMPLOYEES

Employees who have been ill with vomiting and/or diarrhea *cannot* work in a food booth for at least 24 hours after their symptoms end.

FOOD SOURCES

All food, beverages and ice must be obtained from approved sources. **Food cannot be prepared or stored at home.** Off-site preparation or storage must be done at a licensed food establishment.

PROTECT YOUR FOOD

- Overhead covering is required for all food storage, assembly, cooking & serving areas.
- Do not set up on loose dirt, mud, or pooled water.



- Use utensils, deli paper, gloves, spatula, tongs, etc. No bare hand contact allowed.
 - No preparation of food on site. All food must be prepped at support kitchen.
- No cutting raw animal meats on site.**

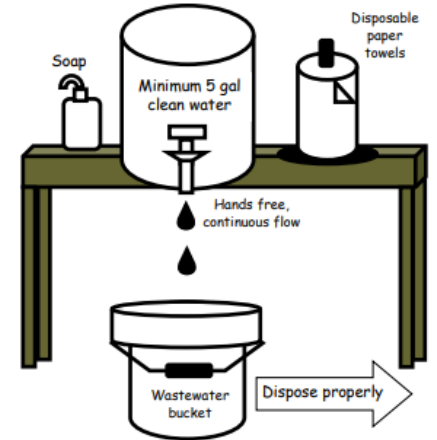
***Assembly & cut/slice for immediate service to customer is allowed.*

- Keep food covered.
- No cooling or thawing on site.
- Don't cross contaminate!
Keep raw animal food **SEPARATE** from cooked & ready-to-eat food.
- No children in diapers or animals in your food booth.



WASH YOUR HANDS!! DO NOT TOUCH FOOD!!

Handwashing stations must be conveniently located to booth & used for no other purpose.



When to wash your hands:

- When switching between handling raw food and ready-to-eat food.
- Before putting gloves on to handle food.
- After touching dirty equipment/utensils.
- After activity that contaminates hands.

HAND SANITIZERS, GLOVES & WET-WIPES ARE NOT SUBSTITUTES FOR WASHING HANDS.