



PRESENTS



## **VENDOR AGREEMENT**

**HAWAII CONVENTION CENTER  
EXHIBIT HALL I, II, III  
AUGUST 23 - 25, 2024**

### **FRIDAY, AUGUST 23RD**

8:00 a.m. - 10:00 a.m. - Wholesale Buyer Hours

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

### **SATURDAY, AUGUST 24TH**

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

### **SUNDAY, AUGUST 25TH**

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

## Hawaiian Airlines presents the 30<sup>th</sup> Annual Made in Hawai'i Festival

### VENDOR AGREEMENT

This Vendor Agreement applies to Vendors who are submitting the Vendor Application to participate in the 2024 Made in Hawai'i Festival. The Made in Hawai'i Festival reserves the right to change, modify or add to the rules and regulations without prior notice. ***Signing this Agreement and submitting the 2024 Made in Hawai'i Festival Vendor Application does NOT confirm acceptance.*** Vendor acceptance will be based on the Made in Hawai'i Festival 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. Please note that it will be necessary for some Vendor applicants to be placed on a waitlist due to an unprecedented amount of interest from repeat and new Vendor applicants. This Vendor Agreement should be read in its entirety as many sections have been changed.

#### **ABOUT US**

The Hawai'i 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 Hawai'i. HFIA also educates and advocates on behalf of Hawai'i'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 Hawai'i Festival.

The Made in Hawai'i 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.

#### **2024 MIHF VENUE**

The 2024 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:** [Hawaii Convention Center – Official Site \(meethawaii.com\)](https://www.meethawaii.com)

#### **1. ACCEPTANCE OF AGREEMENT**

By signing this Vendor Agreement for the 2024 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, texted, 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.*** Vendors shall promptly notify MIHF Vendor Management directly of any issues in writing.

### **3. MADE IN HAWAI'I 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 Hawai'i.

One of the factors that the MIHF prides itself on is delivering a truly unique shopping experience by curating hundreds of Made in Hawai'i 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 2024 Made in Hawai'i 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 HAWAI'I -MADE PRODUCTS; HAWAI'I-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 Hawai'i" 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 Hawai'i" 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 Hawai'i", "produced in Hawai'i", or "processed in Hawai'i" 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 Hawai'i", "produced in Hawai'i", or "processed in Hawai'i" 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, Hawai'i 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' I 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 Hawai'i's legal requirements to qualify as Made in Hawai'i, **HRS § 486-119**. Additionally, you agree to submit the completed Made in Hawai'i 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 Hawai'i 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**

Hawai'i 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) 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.

**READ MORE:** [Food and Drug Branch | Labeling Guidance \(hawaii.gov\)](#)

**d) ACACIA KOA WOOD DEFINED**

Hawai'i 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**.

**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 & INCLUSIONS**

If accepted as a MIHF Vendor, an acceptance email will be sent along with access to the MIHF portal for payment and booth selection. Vendor understands that booth selections are limited and 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. MIHF Vendor Management reserves the right to pre-select booth placements for Vendors who anticipate customer lines to be formed at/or near their booth, or for any reason. **Vendor booth payments and any other subsequent fees shall be due within five (5) calendar days after receiving an acceptance email.** No booths will be held and unpaid booths will go to the next qualified Vendor.

**BOOTH RATES**

Food and beverage vendors are required to pay an additional flat rate corkage/forkage fee of \$100.00 plus Hawai'i tax and will be billed by Levy. Corkage/forkage fee does not include any supplies, ice equipment, services, etc.

General Section Booth Rates

General In-line 10'x10' - \$924

General Corner 10'x10' - \$1036

General Double Corner 10'x20' (Two adjacent corner booths) - \$2,296

Premier Section Booth Rates

*High visibility and located near the Exhibit Hall entrances.*

Premier In-line 10'x10' - \$1148

Premier Corner 10'x10' - \$1260

Premier Double Corner 10'x20' - See Sponsorship Package Rates.

### Vendor Sponsorship Package Rates

Please send email inquiries to [sponsors@madeinhawaiifestival.com](mailto:sponsors@madeinhawaiifestival.com) for further details.

Island Sponsor 20'x20' - \$6500

Premier Sponsor 10'x20' - \$3500

Aloha Sponsor 10'x30' - \$5000

Fashion Sponsor 10'x10' - \$5000

### Additional Booth Fees

Booth Sharing Fee - \$224

Refrigerator Rental (3 days, limited spaces) - \$840

### **VENDOR BOOTH INCLUSIONS**

- Wi-Fi
- Booth ID sign
- Pipe & drape (Optional for Island Sponsor booths)
- One (1) 6' ft skirted table per 10'x10' booth
- One (1) wastebasket
- Air conditioning during move-in and festival hours
- MIHF investment in public relations, social media, television, 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. Vendor understands that load-in will NOT be permitted if any payment or required documents are missing or if Vendor is found to be non-compliant. In addition, you agree and understand all the following policies.

### **VENDOR REQUIRED DOCUMENTS**

Vendor applications will not be reviewed or considered until a copy of the following documents are uploaded.

- **General Excise Tax License**
- **Made in Hawai'i Valuation Form** - Submit one (1) form for each product type that will be sold. (i.e.: Bracelet, ring, necklace / Cookie, brownie, cupcake)
- **Product Photos** - Submit one (1) photo for each product type that will be sold along with the corresponding Made in Hawai'i Valuation form. Photos may be used for MIHF promotional purposes.
- **Certificate of Insurance (COI)** - Vendor will be advised of required insurance coverages upon 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 23, 2024** - 8:00 a.m. - 10:00 a.m. Wholesale buyer hours  
 10:00 a.m. - 8:00 p.m. Public hours  
**Saturday, August 24, 2024** - 9:00 a.m. - 8:00 p.m. Public hours  
**Sunday, August 25, 2024** - 9:00 a.m. - 5:00 p.m. Public hours

**c) CUSTOMER 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 optional resources for line management personnel. 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 \$224 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 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](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 Hawai'i 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](mailto: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. Vendor badge allotment will be provided to accepted Vendors in the forthcoming vendor packet. 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 lobby or in the guest elevators at any time.** Vendors may 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 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 are permitted to park in the HCC parking structure or at the Ala Moana Center. No parking validations will be issued. Further 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 21 and 22, 2024. Vendors will be assigned to load-in on a scheduled day and time. Schedule adjustments may be requested. 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 25, 2024. 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 Hawai'i Food Industry Association and Made in Hawai'i 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 Hawai'i Department of Agriculture.

**6. VENDOR BOOTH POLICIES - FOOD & BEVERAGE VENDORS**

**All Food and Beverage Vendors must submit the Hawai'i Convention Center's Vendor Application Form, along with the MIHF Vendor Application.** Food and beverage vendors are required to pay an additional flat rate corkage/forkage fee of \$100.00 plus Hawai'i tax and will be billed by Levy. Corkage/forkage fee does not include any supplies, ice equipment, services, etc.

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 in the Vendor Portal.

#### **a) HAND WASHING STATION**

A Hand Washing Station is mandatory for Food and Beverage Vendors who intend on giving out food samples that are NOT individually pre-packaged or selling food to be cooked/prepared on-site. Hand Washing Stations may be rented directly through HCC if needed. 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. **A Handwashing Station is mandatory for vendors giving out food/beverage samples that are not individually 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 STORAGE**

Refrigeration storage will be available 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 and information. Product photos and/or videos uploaded by Vendor must be in high-resolution.

If accepted as a vendor, MIHF staff and/or MIHF Public Relations Manager are authorized to contact Vendors for additional information and/or product samples/giveaways for media purposes. Public relations aims to showcase a diverse array of items/products and highlights a variance of samples to be shown on broadcast, digital and social channels. If accepted, vendor may be asked to provide product that can be showcased.

Media coverage is NOT GUARANTEED.

#### **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 Hawai'i 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:** [Floor Plans and Schematics for the Hawaii Convention Center \(meethawaii.com\)](#)

## **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 Hawai'i" set forth in §486-119, Hawai'i Revised Statutes (HRS). I agree to maintain the Valuation Form - Formula Worksheets on all product types being sold/shown at the 2024 Made in Hawai'i Festival. I will be prepared to show documentation on-site to authorities and to Made in Hawai'i Festival Management if requested. I also understand that I will be solely liable if the State of Hawai'i determines that my products do not qualify as "made in Hawai'i." I understand that I will be removed from the Made in Hawai'i 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.