



# Lahaina 2nd Friday Section 1 - Vendor Application



**Directions:**

- 1) Fill out form
- 2) Submit completed Section 1- Vendor Application form, Section 2 - Rules & Regulations, Section 3- Indemnification Clause and copy of GET to address listed on page 2 of Section 1 or email to [events@visitlahaina.com](mailto:events@visitlahaina.com)
- 3) Applicants are put on a vendor waitlist on first come first serve basis. We will notify you once your application is approved and a space has become available. Lahaina 2nd Friday rotates vendors. this event does not have permanent event vendors, nor do we guarantee the same booth location each month.

**\* Required**

Today's Date \* \_\_\_\_\_

Name of Business \* \_\_\_\_\_

Type of Business \_\_\_\_\_

Business and Product Description \*: (The description must be complete. You will only be able to sell the type of items listed here. If you need to revise in the future, please notify [events@visitlahaina.com](mailto:events@visitlahaina.com) prior to the event) Food Vendors: List items and prices

Contact Name \* \_\_\_\_\_

Contact Email Address \* \_\_\_\_\_ (mandatory)

Address \* \_\_\_\_\_

Preferred Phone Number \* \_\_\_\_\_

Website or Facebook \_\_\_\_\_ (for mixed media promotion)

Emergency Contact (Name and Phone Number) \* \_\_\_\_\_

**Contact: [events@visitlahaina.com](mailto:events@visitlahaina.com) for all Vendor questions and inquiries.**



## **Lahaina 2nd Friday Section 1 - Vendor Application**

**Payment:**

Payments are 20% of your sales and are deducted from your total sales for the evening. Checks are issued the following Wednesday at the LAC office and/or by mail the following Friday. Non-Profits pay a \$25 set up fee. Payment must be made 2 weeks prior to the event. Payment is due five business days after application approval, if payment is not received, LAC management reserves the right to forfeit application and reassign space to another non-profit.

Payment must be by money order or check, made payable to: **LahainaTown Action Committee**

**Documentation (copies) to be submitted with application:**

Hawaii General Excise Tax License  
Department of Health Temporary Food Permit for all food vendors  
Signed copies of Vendor Application, Application Rules and Regulations Application and Indemnification Form (Sections 1-3), available online at

**Electrical:**

At this time there is no electricity available for Retail/Arts & Craft vendor spaces. Please make arrangements to provide your own battery type power. Quiet generators are allowed in Food Vendor area only. There are battery generated power systems available at local stores such as but not limited to Costco and Walmart. *(On-site electricity is reserved for entertainment and event logistics ONLY)*

**Event day Timeline & Requirements:**

Each Vendor is responsible for setup and breakdown of their vendor booth area. We ask that you clean your space and take your rubbish with you, including empty boxes and packaging materials. Please DO NOT use Lahaina 2nd Friday rubbish cans. If space is found in disarray a \$50 clean up fee will be charged.

**Photographs/Video Taping:**

There may be motion picture, video, live streaming and still camera crews videoing and photographing the Lahaina 2<sup>nd</sup> Friday event. This work may become part of a movie or other video(s) distributed in any and all media and social formats. If you do not want to be photographed or videotaped and thereby allow for your likeness to become part of the film or video, please do not enter the area. By your presence in such areas, you are consenting to the use of your likeness for the above stated purpose.

**MAIL APPLICATION & PAYMENTS TO:**

LahainaTown Action Committee 648 Wharf Street #101 , Lahaina, HI 96761

**Signature: \_\_\_\_\_ Company Name: \_\_\_\_\_ Date: \_\_\_\_\_**



## Lahaina 2nd Friday Section 2 - Vendor Application Rules and Regulations



Initial \_\_\_\_\_

Thank you for your interest in the Lahaina 2nd Friday. Below you will find more information about participation in our monthly event that is held the 2nd Friday of every month. **Please read through carefully.**

All vendors are subject to the following rules and regulations. The term 'Management' herein refers to LahainaTown Action Committee 2<sup>nd</sup> Friday, acting through its officers, committees, employees, or agents in the management of this Event.

**WHERE:** Campbell Park 680 Front Street

**WHEN:** The 2nd Friday of every month from 4pm-9pm for vendors includes set up and breakdown (event is 5-8pm).

### **STANDARD BOOTH SPACE:**

10x10 ft space: Vendors booth display and merchandise **must** be contained within the confines of their booth space. Displays above and beyond booth boundaries will not be allowed. For more information regarding booth set-up, please refer to Lahaina 2nd Friday Rules and Regulations included in this packet.

### **ELECTRICAL:**

Electrical requests must be submitted to [events@visitalahaina.com](mailto:events@visitalahaina.com) two weeks prior to the event for approval.

### **PAYMENTS:**

**All sales must be done with scrip that can be bought at the LAC table. No Cash/Cards may exchange hands directly with the vendors. (Restricted by Lahaina's Historical District Designation) You will be provided with an envelope and sales summary sheet to turn in to the event co-ordinator at the close of the event. Checks are processed the following Wednesday and are available for pick-up at the Visitor Center and/or are mailed out that Friday.**

### **FOOD SERVICE:**

**Temporary Food Service Permits are required for all open and pre-packaged food sales.** If you are planning on sampling and/or selling food products that are not otherwise exempt from permitting, you are required to obtain a Temporary Food Permit from the State Department of Health. Booth space will be assigned based on meeting the definitions, compatibility, desirability, uniqueness of product, and first served basis. We take the products you sell into consideration, we try not to assign booth spaces to vendors and merchants in close proximity who make similar products. Please be sure to provide a detailed description of your products on your application form to assist Lahaina 2nd Friday in this effort.

### **EVENT PREPAREDNESS:**

Come prepared with enough merchandise for 3 hours given the popularity and advertising of the Event, it is not uncommon for vendors to run out of merchandise early. You are required to have someone in your booth at all times until 8:00pm.

**ADMISSION TO THE VENDOR SETUP AND DISMANTLING OF BOOTH SPACE:** Management will have sole control over all admissions of persons.

### **ARRANGEMENT OF VENDORS:**

Management reserves the right in the best interest of the event to select vendors and assign vendor spaces. Booth space will be allocated at the discretion of Management with regard to grouping of vendors and date upon which contract for booth space was received. The decision of Management with respect to allocation of booth space will be final and binding upon all Vendors. Closing or abandoning the space before the established closing time will jeopardize future participation the Event. Management has the right to refuse new applicants or existing vendors for any reason. Unapproved vendors and entertainers will be removed from the Event.

**Lahaina 2<sup>nd</sup> Friday**  
**Section 2 - Vendor Application**  
**Rules and Regulations**

Initial \_\_\_\_\_

**GENERAL RESTRICTIONS:**

Distribution of material and samples other than professional literature and products is strictly prohibited without prior approval of Management. Canvassing or distributing advertising matter or displaying of signs outside the Vendor's own space is not permitted. Solicitation of business in the interest of business by anyone other than vendor companies is prohibited. Distribution of any political materials is prohibited. All exhibits must conform strictly to the Rules and Regulations as restriction includes articles, conduct, dress of models, and printed matter of anything objectionable to Management as a whole. All points not specifically covered are subject to the decision of Management.

**INSURANCE:**

Exhibitors wishing to insure their materials, goods and/or wares on display against theft, damage by fire, accident, loss or liability of any kind, must do so at their own expense. Vendors are required to sign an Indemnification Clause (Section 3) provided in the vendor packet. This clause relieves Lahaina Town Action Committee and its affiliates from any and all liabilities. In some cases landowners also require a Certificate of Insurance naming the property owner as additional insured. Management will provide the Vendor this additional information, as it may be applicable.

**SECURITY:**

The event will have security for the safety of the public and participants. This does not infer any acceptance of liability. The furnishing of such services is in no case to be understood or interpreted by vendors as guaranteeing them against loss of theft of any kind.

**LIMITATION OF LIABILITY:**

LAC, any of its staff members or the owners, employees, or representatives of the Event site, will not be responsible for any loss, injury or damage, including that by fire and/or theft, which may occur to a Vendor or to his agents, or employees or their property or wares, arising from any cause whatsoever, prior to, during, and subsequent to the period of the Event. Each vendor, by signing a contract for space expressly understands that he/she releases Lahaina Town Action Committee, Event Sponsors, and the event facility from, and agrees to indemnify each, against all claims for any loss, injury, or damages.

**RULES AND REGULATIONS ADDITIONS:**

It is expressly understood and agreed by Applicant that the Rules and Regulations of the event as issued or amended by Management are hereby made an integral part of the contract and of the reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the Contract.

**TERMINATION OF THE EVENT:**

Should the premises in which the continuation of Lahaina 2nd Friday is to be held become, in the sole judgment of LAC, unfit for the occupancy, or should the Event in its entirety be materially interfered with by reason of strike, labor dispute, picketing, boycott, embargo, injunction, war, terrorism, riot, emergency declared by any Government Agency, or any other act beyond the control of LAC the Contract of Vendor expressly waives such liability and releases management of any from all claims for damages and agrees that LAC should have no obligation except to refund to the Vendor a prorated share of the aggregate amount received by Management (as rental for vendor space for said Event, after deducting all costs and expenses in connection with the event including a reasonable reserve for claims, such deductions being hereby specifically agreed to by the vendor).

**RUBBISH LIABILITY/RESPONSIBILITY:**

Vendors are responsible for rubbish generated during the operation of their space. Post-Event cleanup of vendor area is the responsibility of each individual vendor for his/her booth space. Do not leave post event rubbish in your booth area. Please **DO NOT** use the rubbish containers on event site.

**Lahaina 2<sup>nd</sup> Friday**  
**Section 2 - Vendor Application**  
**Rules and Regulations**

**Initial \_\_\_\_\_**

**WITHDRAWAL:**

Withdrawal by a Vendor will be accepted by written notice. In such case, any advance payment shall be forfeited. No portion of booth space fees collected are refundable in the event of withdrawal the week of 2nd Friday.

**WAITLIST:**

Please understand that vendor space is limited. Your name will be included on a Vendor Waitlist on first come first serve basis with priority being given to Lahaina vendors, then Hawaii vendors. When a vendor space becomes available, you will be informed no later than the Monday of the week of 2nd Friday and required to submit the above mentioned documentation and applicable fees.

**RAIN OR SHINE:**

Contact the Lahaina 2nd Friday Vendor Coordinator if you are canceling due to weather concerns. Lahaina 2<sup>nd</sup> Friday is a **Rain or Shine** event. The events will proceed as long as it is safe. Refunds will not be issued due to weather event cancellations.

**PROHIBITIONS:**

Selling or exhibiting any type of weapons, ammunitions, illegal/prescribed drugs, drug paraphernalia, pipes, hazardous items are prohibited.

Animals are not allowed within the vendor space, except for Service Dogs.

Objectionable or illicit materials or merchandise is prohibited.

Unauthorized foods or beverages including alcoholic beverages are prohibited for sale or consumption on premises.



**Lahaina 2nd Friday  
Section 3 - Vendor Application  
Lahaina 2nd Friday Indemnification Clause**



INDEMNIFICATION CLAUSE

Vendor shall be licensed to do business in the State of Hawaii: be in compliance with all applicable County, State, and Federal laws; and maintain insurance limits of \$1,000,000 to cover the vendor’s liability associated with participating in the Lahaina 2nd Friday town party events, including “All Risk” property insurance covering all of the vendor’s inventory, furnishings, and equipment not affixed to the event location.

Vendor shall indemnify, defend and hold harmless and name Additional Insured: the County of Maui; LahainaTown Action Committee, Waiola Church; and the officers, directors, agents and employees of each of the afore named organizations; along with the members of the LahainaTown Action Committee Board and event volunteers; from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from loss to, negligence by, or misconduct of Vendor in connection with Vendor’s participation in the Lahaina 2nd Friday event.

Signature

\_\_\_\_\_

Date

Printed Name

\_\_\_\_\_

Company name

Contacts:

events@visitalahaina.com

All correspondence will go directly to The LahainaTown Action Committee

Friendly reminder

MAIL APPLICATION & PAYMENTS TO:

LahainaTown Action Committee

648 Wharf Street #101

Lahaina, HI 96761