







## MELE KALIKMAKA MARKETPLACE 2021

# **COVID DISCLAIMER AND STATEMENT:**

The Management of the Blaisdell Center has confirmed the schedule of our event to be on December 11 & 12, 2021. However, we have not signed a contract at the moment. Although all of us are still in a precarious situation, we believe when the fall season comes around, more business and events will be opened. As such we will proceed to plan and organize our show. However, as we all know, things may change, and when they do, you will be informed. The floorplan shown here is a recommendation and is subject to change.

Even if this show goes on, it will not be the same as in years past. There will be protocols and guidelines in place to ensure a safe and enjoyable event. We will work with Blaisdell management to identify those areas including what we can and cannot do as well as the limit of vendors in the show and attendees at any given time during event days. We will let you know of a standardized guideline moving forward.

**Deposit:** We are having a strong demand by vendors to participate. Because we are limiting the number of vendors, we are requiring a deposit of \$100 with your completed application. Your vendor booth will be on a first come, first paid basis. In the event the show is cancelled by forces beyond our control, we will refund a portion of your deposit of \$75 six weeks prior to the date of the show. From then on, if the show continues, we will collect the remaining balance.

Thank you for your support during these tough times. All of us want to go back to normal as soon as possible and we eagerly await when that day comes.

**PACIFIC EXPOS** 

SPECIAL EVENTS HAWAII



Signature



OFFICE USE ONLY: INV#

Booth #\_

# DEC 11 & 12, 2021 APPLICATION & CONTRACT

Company Name		Contact: FIRST NAME		
Contact's Email Address  Company Website		Contact's Primary Phone/Fax/Cellular		
		GE Tax License (required for vendors selling on show floor)		
Mailing Address		City State Zip		
: OTHER-Contact Name OTHER Contact Cellular		Number OTHER Contact Email		
	MOST APPROPRIATE CATEGORY YOUR EXHIBIT (x) WOUL FOOD CLOTHING GIFTS JEWELRY CRAFTS HEALTH & BEAUT	•	S OTHER	
RODUCT DESCRIPT	TION:			
Venue:	Neal Blaisdell Center Exhibition Hall 777 Ward Avenue, Honolulu, Hawaii 96814	QTY BOOTH TYPE PRICE PER	TOTAL	
Move-in:  Expo:	Friday, 12/10/21, 5pm to 9pm Saturday, 12/11/21, 8am to 10am *NO DRIVE-INS PERMITTED* Day 1, Saturday, 12/11/21 10am to 8pm	Corner 10'x10' x \$525.00 = Inline 10'x10' x \$425.00 = Non-Profits x \$375.00 =	= \$	
Move-out:	*Vendors may enter at 8am on show days  Sunday, 12/12/21, 10am to 5pm  *vendors may enter at 8am on show days  Sunday, 12/12/21, 5pm to 10pm  *All vendors must be out by 10 pm;	Food Consumeables Booth* \$185.00+35%  *The applies to food that can be re-	= \$	
*Booth include	NO EXCEPTIONS.  10'x10' space w/ 3' side rail, 8' back drape 1 - 8' Skirted Table 2 - Chairs	the venue. Examples: cook foods, ice cream cones, specialty drinks. Percentage sales will apply.  Grp. Liability Insurance Add \$65 \$		
*Booth <u>does not</u> include: Wastebasket, carpet, electricity including overnight electricity (all these items can be rented from ICES if needed). An exhibitor packet will be sent out to you prior.		\$UBTOTAL \$ 4.712% Hawaii GE Tax \$		
*Overnight security on Saturday night only.  Parking: Vendors responsible for fees.  Decorators: ICS is the show decorator. Please contact at 808-832-2430 for your show needs, including FORKLIFT SERVICES. Vendor will be invoiced for these services.  Vendor Bands: 5 issued per day per booth. Bands must be worn before entry granted on show days. Bands will be distributed on Friday and must be worn before entering on show days.		BOOTH CHOICES:  1st 2nd 3rd		
CHECK # CREDIT C CREDIT C Amount t	(payable to Pacific Expos)	In the amount of \$	PFFICE USE ONLY:  Application Contract Insurance Payment Sales Logged Finance Logged	
I have read a	nd agree to this Contract's Terms & Conditions a	eflected on pages 2 & 3:	ales	

Date

#### **GENERAL AGREEMENT TERMS & CONDITIONS**

IMPORTANT: READ ALL YOUR MATERIAL CAREFULLY YOUR SIGNATURE ON THE CONTRACT INDICATES THAT YOU ACCEPT ALL THE TERMS OF THIS CONTRACT, PACIFIC EXPOS POLICIES, AND ANY FINES THAT MAY BE ISSUED. WE WILL NOT BE RESPONSIBLE FOR EVENTS THAT MAY OCCUR DUE TO LACK OF KNOWLEDGE OF POLICIES & PROCEDURES INCLUDING FAILURE TO OBTAIN INSURANCE.

- 1. APPLICATION FOR SPACE: Except by written consent from The AMP Group, LLC dba Pacific Expos and Special Events Hawaii (together herein Management), Exhibitor will not sublet the exhibit space contracted for and shall not exhibit or permit any merchandise other than specified on the Exhibitor Contract. No sharing booth space, advertising, promoting outside companies, or selling any product or service not provided by company occupying booth space. Management reserves the right to designate where exhibitors may present their displays. Booth space is only confirmed after full payment and all necessary paperwork has been received. No set-up allowed if balance is owed. Pacific Expos reserves the right to terminate any exhibitor contract for just cause. All payments are non-refundable, non-transferable.
- 2. **PARKING**. Exhibitors are responsible for parking fees and will adhere to the parking rules of the venue. Overnight parking requests must be made with parking management.
- 3. **CHECK-IN & EXHIBITOR WRISTBANDS**: Check-in at show office before setting up exhibits. Wristbands to be worn by all Exhibitors staff snuggly on wrist for identification purposes. Entry not granted without wristband. FIVE (5) colored bands per booth, per day will be provided. Bands will be distributed at check-in on Friday. Additional bands will not be issued.
- **4. ANIMALS:** Pets and/or other animals are prohibited unless service animal with proper identification or animals used within exhibits and must be preapproved and conform to additional rules and regulations.
- 5. FORCE MAJEURE: Neither Management nor Exhibitor shall be liable for any costs or damages due to delay or nonperformance under this Agreement arising out of any cause or event beyond such Party's control, including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, work stoppage, power or other mechanical failure, governmental action, or communication disruption, including a pandemic. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after or during the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement, as applicable, as soon as reasonably practicable.
- 6. **GENERAL LIABILITY INSURANCE:** In accordance with the terms of the Exhibitor Contract, all exhibitors must submit a certificate of insurance. Must be received BEFORE start of show. Please name PACIFIC EXPOS, The AMP Group, LLC, and Special Events Hawaii, c/o The AMP Group, LLC 1414 Dillingham Boulevard Suite 203 Honolulu HI 96817 as additional insured. If needed, the following information can be forwarded to your

insurance agent: "Said policy shall not contain less than the following limits of liability: for bodily injury liability or loss sustained in one occurrence, \$1,000,000; for personal injury liability sustained in one occurrence, \$1,000,000; for damage or loss of use of property in each occurrence, \$1,000,000." Failure by vendor to provide proof of insurance may automatically be charged a One-time general liability coverage available for \$65.00 subject to approval by insurance company 3 weeks prior to show. Failure by exhibitor to obtain insurance shall be at exhibitor's own risk. Call Pacific Expos' office for more information or email sales@pacificexpos.com One-time coverage, subject to approval, requires the following information: Legal Business Name, owner(s), business address, business phone, and authorization to charge \$65 to your credit card. NOTE: Alcohol companies, food establishments, and any product or service demonstrations that include physical involvement with the public or sale of firearms or as determined by insurance company, do not qualify for the group insurance policy and must provide their own coverage.

## 7. INDEMNIFICATION AND ASSUMPTION OF RISK

**DISCLAIMER:** Exhibitor shall indemnify and hold harmless Management, its officers, directors, staff, partners, volunteers as well as venue management and staff from any and all liabilities as a result of any injuries sustained by anyone or damage to property due to product liability or negligence on the part of the Exhibitor. Management shall not be liable to or be a party of any claims or lawsuit due to negligence of the Exhibitor including failure to obtain insurance.

Exhibitor has sole responsibility and expressly assumes all risks for its property, including, without limitation, any products displayed and/or left at the show, and any theft, damage or other loss to such property. Management accepts no responsibility, nor is bailment created, for such property of Exhibitor.

- 8. **SOLICITATIONS:** By Non-Exhibitors. Unauthorized solicitation within the exhibition space by individuals who did not buy booth space is strictly prohibited; report all non-exhibitor solicitations to Management immediately. By Exhibitors. Distribution of materials outside of your booth space is prohibited. All sales activities must remain inside your booth.
- 9. WITHDRAWAL/CANCELLATIONS: A full refund will be given if Exhibitor has informed Pacific Expos in writing no later than 3 weeks prior to show date. No refund will be given after 3 weeks. Failure to utilize booth space does not relieve the Exhibitor of its obligation for full payment. After execution, this contract cannot be revoked or cancelled—unless by mutual agreement and Exhibitor shall be liable for the full amount of this contract, plus interest at the maximum amount allowed by law and reasonable attorney fees and court costs if necessary, for collection purposes.
- 10. **REASSIGNMENT:** If Exhibitor's booth is empty\* at 9 am on Saturday, Pacific Expos reserves the right to reassign the booth without refund (Exhibitor not checked in at show office and booth has no signs of commenced set-up, product, or display.)
- 11. LATE FEES, BALANCES, DISCOUNTS: A late fee of \$10.00 per booth will be assessed to all new or unpaid booths after cut off date. Deposits and any other discounts may be forfeited and booth resold without full payment.

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## **GENERAL BOOTH RESTRICTIONS**

- \*All terms in this section must be agreed to before booth is confirmed\*
- \*Management reserves the right to restrict or reject any exhibit which may be objectionable or not in keeping with the quality or character of the Expo. Points not specifically noted are subject to the review of Management.
- \* SIGHT LINE RULE. To preserve the aisle sight line, ensure visibility of each Exhibitor, and encourage successful exchanges with other exhibitors and the public, each Exhibitor must comply with the sight line restrictions on page 4 of this agreement. Your signature below indicates acceptance of these sight line restrictions.
- \*Cardboard boxes must be kept out of public view.
- \*All trash, including pallets, must be removed from the show floor before show opens. DO NOT place in bins on the show floor.
- \*NO helium balloons allowed.
- \*Venue policy: All decorative material must be flame resistant or treated with a flame retardant.
- \*Venue policy: No sticker giveaways; selling is OK. Exhibitor assumes responsibility for any stickers found stuck on the property.
- \*Venue policy: All carpeting must be taped down or will not pass Blaisdell inspection. Use of duct tape is prohibited. Blaisdell will do booth inspections before doors open on Fri.
- \*Venue policy: Once show doors open and the general public is on the floor, no wheels are allowed on the floor (with the exception of wheelchairs, strollers, and walkers) for liability purposes.
- \*Venue recommends all structures (including displays and banners) have a height restriction of 12 feet from the floor. Structures taller than 12 feet will be evaluated on a case-by-case basis.
- \*Bare EZ corner tent frames (metal) are not permitted. If this is part of your display, poles must be covered.
- \*All folding tables must be draped with tablecloth and/or skirt; tablecloth/skirt must reach ¾ of the way between tabletop and the floor.
- \*Booths must have professional signage (BANNERS). No handwritten signs. (Exhibitors are required to display proper signage, i.e. printed banner)
- \*Wastebaskets, carpet, and electricity are NOT included. You may bring own tables, chairs, carpet or order from ICES. Electric must be ordered through ICES.
- \*Forklift services must be pre-ordered through ICES. Forklift service NOT guaranteed on-site if you did not place an order.

- \*No sharing booth space, advertising, promoting outside companies, or selling any product or service not provided by company occupying booth space. If you are affiliated with more than one company (example: independent representatives of 2 or more companies), WITH MANAGEMENT APPROVAL, no more than TWO companies may be represented in booth space, and all products must be related, or in similar product categories. Call our office for details.
- \*Booth displays must remain intact for all show hours. Early breakdown could affect participation in future shows.
- \*GE License is required for all sales transactions on the show floor. License must be displayed in booth. Exhibitors responsible for ensuring compliance with the State of Hawaii Department of Taxation Cash Economy Enforcement Act of 2009 (Act 134). Contact the Department of Taxation for more information.
- \*All decorative and display material must be appropriate for the theme and venue. Attractive booths attract customers.
- \*Exhibitors have the right to display their services to the best of ability, but not to interfere, disrupt or cause a problem for other Exhibitors due to microphones, loud music, lighting, or other demonstration/pitch elements.
- \*FOOD EXHIBITORS: Pacific Expos may buy out the food concessions. On-site Prepared Food and Most Food Exhibitors must provide: (1) copy of approved temporary food permit and (2) insurance. Limited to first come, first serve. Absolutely NO dishwashing or dumping of food or grease in custodial and bathroom sinks. Exhibitors found dumping will be held responsible for any fines or fess associated with unclogging or snaking the drain. Prepackaged and ready-to-eat foods are acceptable. Other foods prepared and consumed onsite are allowed on a limited basis pre-approved by management, additional fees applicable. In addition, On-Site Prepared Food Exhibitors using propane tanks MUST be in crates and have unexpired fire extinguishers and other regulations as per all government agencies.
- \*ALCOHOL CONSUMPTION: Exhibitors are restricted from bringing in alcoholic beverages for personal consumption at the show. Any alcohol sampling must be done at the alcohol Exhibitors booth ONLY.
- \*USE OF MICROPHONES: Management reserves the right to restrict the use of microphones in certain areas of the show. Exhibitors using microphones/speaker systems must notify Management and agrees to comply with noise restrictions set by Management. Please note use of these items may affect booth placement.