

# Gift Fair



gifts, island crafts, clothing, food, produce

**Kapa'a First Hawaiian Church**

4-1325 Kuhio Hwy. (middle of old Kapaa town)

**1<sup>st</sup> Saturdays of the month**

*from 9am-9pm*

**3<sup>rd</sup> Saturdays of the month**

*from 9am-7pm (Apr-Oct)*

*from 9am-5pm (Nov-Mar)*

Vendor spaces available for \$35

**Vendor BRINGS:** own tent, table & chairs

*Please call the church office 822-9931*

*to reserve your Vendor space*

Aloha:

January 13, 2020

Thank you very much for your interest in our Gift Fair. We have 2 fairs each month: the 1st & 3rd Saturdays of each month. *The vendor fee is \$35/space/fair* (ie. 1 space at both fairs = \$70 a month). You need to sign up with the attached 4 forms and **WAIT FOR APPROVAL FIRST** (could take a few weeks). See more important information attached as well.

If it's still something of interest, please submit 4 attached forms WITHOUT payment for review & approval first as well as required copies of your:

- General Excise License
- Certificate of Insurance (if you do not currently have business insurance\* - please wait for approval first before getting as there will NOT be refund reimbursement on expense should you not be approved) &
- Food Permit (if applicable).

I'll contact you upon approval for payment & current insurance if needed. Please let me know if you have any questions.

*NOTE:* deadlines are Wednesdays by 11:30am BEFORE the fairs for paperwork &/or payments

I look forward to working with you soon.

Have a blessed day!

Annie=)

\*FYI: Besides local companies like Business Insurance/State Farm Ins./Pyramid Ins./Punua Ins./Insurance Factors/Mokihana/etc., you may also look online at the Artists/Crafters/Tradesman Insurance at [www.actinsurance.com](http://www.actinsurance.com) (which is nice because you can usually get it within a day and they have options like a day or quarter) OR FoodBusiness/Culinary Insurance at [www.fliprogram.com](http://www.fliprogram.com) (sister company of ACT - they also have other types of policies they can possibly guide you to if you need a different policy)

*"But when the kindness and love of God our Savior appeared, he saved us, not because of righteous things we had done, but because of his mercy. He saved us through the washing of rebirth and renewal by the Holy Spirit, whom he poured out on us generously through Jesus Christ our Savior, so that, having been justified by his grace, we might become heirs having the hope of eternal life." Titus 3:4-7 "And this is my prayer: that your love may abound more and more in knowledge and depth of insight, so that you may be able to discern what is best and may be pure and blameless for the day of Christ, filled with the fruit of righteousness that comes through Jesus Christ to the glory and praise of God." Philippians 1:9-11 "Now fear the Lord and serve him with all faithfulness. Throw away the gods (of) your ancestors... choose for yourselves this day whom you will serve, ... But as for me and my household, we will serve the Lord." Joshua 24:14-15*

Anniece Sherwood, Secretary

**Kapaa First Hawaiian Church UCC**

**4-1325 Kuhio Hwy. Kapaa, HI 96746**

**(808) 822-9931**



The Queen's Church  
**KAPA'A FIRST HAWAIIAN CHURCH**  
 ('Ekalesia Hawai'i Mua O Kapa'a)  
 Address: 4-1325 Kūhiō Hwy.  
 Kapa'a, Kaua'i, Hawai'i 96746  
 Phone: (808) 822-9931  
 Email: halepule@hawaiiantel.net

FACILITY USE - BUSINESS CONTRACT

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

Business Name: \_\_\_\_\_

Hawaii General Excise Tax Number: \_\_\_\_\_  
 (Attach copy/proof of active Hawaii General Excise Tax)

Mailing Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (s): Cell: \_\_\_\_\_ Home: \_\_\_\_\_

Email: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Policy#: \_\_\_\_\_  
 (Attach copy/proof of active Liability Insurance card.)

**RULES AND REGULATIONS FOR FACILITY USE BUSINESS CONTRACT**

1. Each business and their designated staff desiring use of Kapa'a First Hawaiian church (KFHC) facilities agrees to the following terms:

Business /Contact Person

- a. must sign this Facility Use Business Contract, General Waiver and Release Form and Gift Fair Vendor Agreement and agree to the rules and procedures guiding the use of the facilities.
- b. will be notified when there is a need to make changes in scheduling or if there are any problems.

This same Business

- c. in turn, will contact KFHC by telephone or email to advise of any problems or unexpected changes to this Facility Use Business Contract.

2. Facility Use is approved for the following: (areas initialed and approved when signing)

Sanctuary \_\_\_\_\_ Office \_\_\_\_\_

Fellowship Hall \_\_\_\_\_ Kitchen \_\_\_\_\_ Hall Lanai \_\_\_\_\_ Restrooms VENDORS ONLY

(NO shower privileges. KFHC is NOT a Public Restroom Facility. Restroom usage is monitored.

General public patrons are referred to County Parks & Kapa'a Business Association approved facilities. )

Grounds  Cemetery \_\_\_\_\_ Parking area \_\_\_\_\_

3. There will be **NO SMOKING, NO CONSUMPTION OF ALCOHOLIC BEVERAGES, NO ILLEGAL DRUGS**, no loud music on church campus. Please respect our church. PLEASE REPORT ANY NOTICED ACTIVITY TO FAIR COORDINATOR

4. NO FLIERS, POSTERS, OR SIGNS may be posted on the walls without permission of the church office. No politically oriented postings.

5. As applicable, each Business/Contact will ensure that your area is cleared of trash and tent pegs. It is necessary to monitor for infractions. Any damages will be assessed and repaired by Business entity. Any infractions of rules or any damage to property may prevent future usage. (Penalty period determined by Facility Use management).

6. Statement of Intent: The Kapa 'a First Hawaiian Church wishes to have its facilities available to the community. At the same time, KFHC is charged with being stewards of KFHC facilities. KFHC may impose rules that are more restrictive than other businesses and agencies. We look forward to a cooperative, positive venture with all parties.

7. Payment: Payment must be submitted by the Wed (11:30 am) prior to the gift fair. If you do not meet the payment deadline, you may not set up for the gift fair. If you pay ahead and do not show for the gift fair, your payment will be forfeited and not credited to a following gift fair date.

The undersigned Business/Contract Person (and those who utilize facilities along with Business) agrees to the following terms for participation in the Facility Use Business/ Contract at Kapa 'a First Hawaiian Church:

Items Being Sold: \_\_\_\_\_

Designated Activity: Gift Fair

Anticipated Date(s) of Activity: 1st & 3rd Saturday each month

Designated time of Activity: 1<sup>st</sup> Sat: 9am-9:00pm Jan-Dec, 3<sup>rd</sup> Sat: 9am-5pm Nov-Mar, 3<sup>rd</sup> Sat: 9am-7pm Apr-Oct

Fee structure for 2020 year: \$35 per gift fair (open to annual evaluation)

Each Business will complete all registration forms prior to active participation at the KFHC facility: These forms include: (1) Facility Use Business Contract, (2) General Waiver and Release Form, (3) Gift Fair Vendor Agreement. Record keeping and cash payment receipts between KFHC and Business will follow established format and will be monitored by both KFHC representative and Business representative.

\_\_\_\_\_  
Business/Contact Person Date

\_\_\_\_\_  
KFHC Board of Trustees Chairperson Date

\_\_\_\_\_  
KFHC Moderator Date

**Kapa'a First Hawaiian Church**  
**Gift Fair Vendor Agreement**

The undersigned vendor (and those who attend with the vendor) agrees to the following terms for participation in the Gift Fair, which is located at Kapa'a First Hawaiian Church, 4-1325 Kūhiō Hwy, Kapa'a, HI 96746. Gift Fairs are held on the first and third Saturdays of each month:

1. Vendors must:

- a. provide a copy of their Hawai'i General Excise Tax License and liability insurance. Online Hawai'i GET license is not acceptable. Also, the license must be on you during the gift fair hours.  
Liability insurance must include Kapa'a First Hawaiian Church as additional insured.  
*All documents must be current to participate in each gift fair.*
- b. provide a Dept of Health Food Service permit if selling food items and must post the permit in the tent.
- c. be an adult and must stay with the tent for the duration of the gift fair.
- d. provide own tent (required), table, chairs & other materials.
- e. assure that tents are anchored to prevent injury to self or others and the anchored materials are removed when leaving.
- f. notify the church secretary (i.e. Annie) or manager if you are not planning to attend or arriving later.
- g. provide own lighting & power for the evening hours. No hookups to the church buildings for electrical usage. Generators: To respect others around you, please use generators that are quiet and emitting small amounts of toxic gas. Consider other alternatives (e.g. solar-powered, battery-operated lights, etc.) instead.
- h. inform those persons who attend the gift fair with you of the rules of this agreement.
- i. clean up your area before leaving.
- j. SUPERVISE CHILDREN AT ALL TIMES.
- k. REPORT Non-Contracted vendors selling on the grounds to the Fair manager immediately.

2. Charge/Payment/Forfeiture:

- a. Charge for a 10' X 10' tent space is \$35 per space/tent. (open to annual evaluation)
- b. Payment must be submitted by the Wednesday (11:30 am) prior to the gift fair. If you do not meet the payment deadline, you may not set up for the gift fair. If you pay ahead and do not show for the gift fair, your payment will be forfeited and not credited to a following gift fair date.

3. Vending Hours of Operation:

- a. 1st Saturday: 9:00 am – 9:00 pm Jan-Dec
- b. 3rd Saturday: 9:00 am – 5:00 pm Nov-Mar
- c. 3rd Saturday: 9:00 am – 7:00 pm Apr-Oct

4. Vendor Placement:

- a. The committee has the exclusive right to determine where vendors are placed.
- b. If a vendor chooses to leave/take a break from the gift fair, the vendor is not guaranteed their previous assigned spot.

5. Tent Set-up & Take-down:

***Drive SLOWLY during unloading & loading times.***

- a. **Be RESPECTFUL & PATIENT.**
- b. ***Driving over the cement walkway in front of the sanctuary is prohibited.***
- c. **It is highly recommended that vendors unload your items at your vending site, park your vehicle, then come back to set up your area. When cleaning up, pack your items first, bring in your vehicle then pack your vehicle.**
- d. Morning: Vendors may begin arriving at 7:00 am (and not before). Vehicles must be off of the property by 8:45 am. Morning vendors choosing not to stay for the evening event should leave between 2:00 and 3:00 pm.
- e. Evening: Vendors arriving for the 1st Sat evening event only must arrive between the hours of 2:00 and 3:00 pm.
- f. Vendors who are late must park their vehicle off the property, and carry your items in.
- g. If you are set up next to the sanctuary/church or social hall, you may not use the lanai to store your items or sit or loiter. Those who are set up near the cemetery, the boundary line is the church-side of the Norfolk pine trees. No items should be stored or people loitering in the cemetery.

6. Parking:

- a. Parking is not allowed on the church property except for those who legally have a disability placard. The disability placard must be visible in the vehicle's window. Gift Fair Manager/Coordinator may park on the church property.

7. Food Vendors:

- a. Only pre-packaged food items that include labels with ingredients may be sold.
- b. **NO food samples** are to be given out at any time.
- c. **NO cooking** allowed on the church grounds.
- d. Lunch wagons are not allowed.

8. Restrooms:

- a. Keep them clean and locked.
- b. Return the key to the designated spot as soon as you are done.
- c. You and those who are working with you may use the restrooms.
- d. **Please do not allow your customers or the public access to the restrooms nor inform them of the location of the bathroom keys.**

- 9. Smoking/Alcohol/Illegal Drugs:
  - a. **NO smoking (regular or e-cigarettes), no possession, no consumption & no distribution of alcoholic beverages or illegal drugs on the church's property.**  
Please respect our church.
  - b. PLEASE REPORT ANY NOTICED ACTIVITY TO FAIR COORDINATOR

- 10. Infractions/Sanctions/Termination:
  - a. Failure to comply with any part of this agreement can be grounds for termination.
  - b. The Gift Fair Committee will determine whether a vendor has committed an infraction and sanction. The sanction could include warning, suspension or termination from the gift fair.
  - c. **Please be courteous of the Fair Manager, who is the On-Site Authority.**
  - d. Vendors may terminate from this agreement at any time.

- 11. Special Circumstances:
  - a. Church events/activities have PRIORITY and therefore may force suspension of the gift fair. The Church will not make up for the suspended date(s).
  - b. **\*\*The Church has the right to impose rules that are more restrictive than other businesses or agencies.**

- 12. Agreement Expiration:
  - a. This agreement expires December 31, 2020.

Vendor Name (print) \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

Print names of approved persons who are part of your business:

\_\_\_\_\_

Gift Fair Manager:  
Tepairu Manea 631-3103

Church Contact:  
Annie Sherwood 822-9931  
email: halepule@hawaiiantel.net

Church Representative, Committee Member or Designee

GENERAL LIABILITY WAIVER form attached for separate signature.  
FACILITY USE BUSINESS CONTRACT attached for separate signature.



The Queen's Church  
**KAPA'A FIRST HAWAIIAN CHURCH**  
 ('Ekalesia Hawai'i Mua O Kapa'a)  
 Address: 4-1325 Kūhiō Hwy.  
 Kapa'a, Kaua'i, Hawai'i 96746  
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**GIFT FAIR VENDOR AGREEMENT AMENDMENT**

The Agreement between \_\_\_\_\_ (the Vendor) and the Kapa'a First Hawaiian Church (KFHC) which was executed by the parties on \_\_\_/\_\_\_/\_\_\_ is hereby amended by mutual agreement as follows:

The undersigned vendor (and those who attend with the vendor) agrees to the following additional terms of agreement for participation in The Gift Fair.

4. Vendor Placement:
  - c. **THERE IS NO SENIORITY GIVEN ON PLACEMENT OF SPOT. Manager has right to place you wherever.**
5. Tent Set-up & Take-down:
  - h. **THERE IS NO DRIVING ON PROPERTY DURING THE FAIR BETWEEN (1<sup>st</sup> Sat.) 9am-9pm & (3<sup>rd</sup> Sat.) 9am-5pm for November-March/9am-7pm for April-October. NO EXCEPTIONS!**
  - i. **IF vendor comes late (or leaves early), must park their vehicle off the property and cart/carry all your items in for set-up (vice versa for breakdown at odd hours)**
10. Infractions/Sanctions/Termination:
  - e. **Arguing with the manager will cause dismissal.**

All provisions of the Contract, as hereby modified, except those provisions specifically changed by this, shall remain in full force and effect.

**Vendor Approval:**

\_\_\_\_\_  
 Vendor Signature

\_\_\_\_\_  
 Date

**KFHC Approval:**

\_\_\_\_\_  
 KFHC Board of Trustees Chairperson

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 KFHC Moderator

\_\_\_\_\_  
 Date

FACILITY USE BUSINESS CONTRACT AMENDMENT attached for separate signature.





The Queen's Church  
**KAPA'A FIRST HAWAIIAN CHURCH**  
*(‘Ekalesia Hawai‘i Mua O Kapa‘a)*  
Address: 4-1325 Kūhiō Hwy.  
Kapa‘a, Kaua‘i, Hawai‘i 96746  
Phone: (808) 822-9931  
Email: halepule@hawaiiantel.net

## General Waiver and Release Form

I, \_\_\_\_\_, HEREBY WAIVE AND RELEASE Kapa‘a First Hawaiian Church Members and its Officers from ALL LIABILITY for claims for damages, injuries, and death sustained to me or my property. I assume any risk, and take full responsibility and waive any and all claims of personal injury, including bodily injury, damage to personal property, and death relating to all activities associated with Kapa‘a First Hawaiian Church, including but not limited to using the facilities and its equipment.

I have read and fully agree to the terms of this waiver and release. I confirm by signing this waiver and release I have given up considered future rights. My signature is proof of my intention to execute a complete waiver and release of all liability to the full extent of the law.

I declare that the foregoing is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Aloha KFHC Gift Fair Vendors:

January 16,2020

We are continuing our Gift Fair on the 1st & 3rd Saturdays of each month.

Here's some more **IMPORTANT INFORMATION** to know. We will need the following BEFORE you begin vending on our premises & receive approval:

- our vendor contracts completed (**see attachments: Facility Use-Business Contract, Gift Fair Vendor Agreement, Gift Fair Vendor Agreement AMENDMENT & General Waiver & Release**). You may print up and bring completed
- copy of your certificate of insurance. **Additionally, the "Certificate of Insurance" must include Kapa'a First Hawaiian Church as additional insured.**
- copy of your Hawaii General Excise Tax LICENSE (if a food vendor: need to have HI Health Dept. license/permit)
- payment by the Wed. 11:30am before each fair  
You may pay ahead JUST MAKE SURE YOU'LL BE AT ALL PAID EVENTS –**WE WILL NOT MOVE PAYMENTS FORWARD if you are absent EVEN IF you let us know ahead of time.**
- **All documents & payment MUST be in by the Wed. before the fair; otherwise, you will not be able to participate.** (ie. If Gift Fair is on Jan.16, **NEED** by Wed., Jan.12<sup>th</sup> before 11:30am - the cutoff)
- **REMINDER:** all paperwork and payments are done in my office **ONLY** (not at the fair itself).
- *Mailing or drop-off (have a drop slot in my door) of documents/payments if my hours don't work for you is fine - just make sure it's **IN THE OFFICE, not postmarked** by the cut-off Wednesdays 11am (mail isn't received until about 3pm or so each day-I have to use the prior day's mail). I suggest **mailing** the Friday or sooner before the Wednesday deadline (ie. if the fair is Jan.16<sup>th</sup>, you would want to mail by Jan.8<sup>th</sup> or earlier)*

We will also enforce the following conditions although it is not on the agreement

- All items must be stored within the tent space.

Look forward to seeing you soon. Mahalo,

Annie⇒)

*"But when the kindness and love of God our Savior appeared, he saved us, not because of righteous things we had done, but because of his mercy. He saved us through the washing of rebirth and renewal by the Holy Spirit, whom he poured out on us generously through Jesus Christ our Savior, so that, having been justified by his grace, we might become heirs having the hope of eternal life." Titus 3:4-7*

[halepule@hawaiiantel.net](mailto:halepule@hawaiiantel.net) (office hours: M/T/Th/F 10:30am-2:30pm & Wed closing at 1:30pm)

Anniece Sherwood, Secretary

Kapaa First Hawaiian Church UCC

4-1325 Kuhio Hwy. Kapaa, HI 96746

(808) 822-9931

Aloha Vendor:

January 16, 2020

**Dropping off?** You may drop-off all documents to my office door drop-slot (right door on backside of church). Make sure it's in an envelope and that everything is signed. I will notify you of packet received to submit for approval.

APPLICATION PROCESS: Make sure you have the following included in envelope:

- 1.KFHC Facility Use-Business Contract after Item#7:
  - Items being Sold - COMPLETE
  - SIGN above Business/Contact Person line)
- 2.KFHC Gift Fair Vendor Agreement
  - Complete & sign
3. KFHC Gift Fair Vendor Agreement AMENDMENT
  - Complete & sign
- 4.KFHC General Waiver and Release Form
  - Complete & sign
- 5.your GET License copy (\* see GE License letter)

ONCE APPROVED, I will then request the following:

- 6.current Certificate of Liability Insurance w/Kapaa First Hawaiian Church as additional insured
- 7.IF FOOD Vendor, a current copy of Temporary Food Establishment Permit
- 8.Payment for Fair on selected weekend(s) by Wednesday deadline

\*NOTE: Items 5 &/or 7 must also be posted in booth during fair.

*Copy of approved contract will be mailed.*

#### MAKING PAYMENTS THRU DROP-SLOT:

Include your payment and please note exactly what days you are paying for (you may pay as far in advance as you like – NO Refunds / NO Moving Payment Forward though if missed). If paying cash, make sure envelope is addressed to Gift Fair ATTN: Annie (payments of cash - let me know). If paying with check, payable to Kapaa First Hawaiian Church.

Please NO POSTDATED Checks!

*Receipt of payment will be mailed if not delivered in person.*

Blessings,

Annie =)

*"But when the kindness and love of God our Savior appeared, he saved us, not because of righteous things we had done, but because of his mercy. He saved us through the washing of rebirth and renewal by the Holy Spirit, whom he poured out on us generously through Jesus Christ our Savior, so that, having been justified by his grace, we might become heirs having the hope of eternal life." Titus 3:4-7*

Anniece Sherwood, Secretary

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January 16, 2020

Aloha Vendor:

As discussed upon signing up for our Gift Fairs, I mentioned that I need to get a copy of your **actual GE License** issued by the state. While we have your online GE number on file, we need to know that you have the actual license which would be posted in booth each time to conduct business.

The following states how to obtain an additional GET License if you need one per the State's website <http://tax.hawaii.gov/geninfo/get/> :

**I have misplaced my GET license. How can I replace it? Is there an additional fee?**

If you have paid the one-time \$20 license fee, there will be no additional charge. Duplicate licenses can be issued by calling our Taxpayer Services Branch at 808-587-4242, or toll-free at 1-800-222-3229. E-mail requests will also be accepted by Taxpayer Services at [Taxpayer.Services@hawaii.gov](mailto:Taxpayer.Services@hawaii.gov) provided that current information is provided, including a telephone number, if there are any questions.

Thank you in advance for sending me a copy of your GE License (letter size white paper with lower 1/3 being the license itself) OR request this from the State and send to me **ASAP**. Mahalo for your attention to this matter.

***Your application will NOT be submitted until this is received.***

Have a blessed weekend!

Annie

*"But when the kindness and love of God our Savior appeared, he saved us, not because of righteous things we had done, but because of his mercy. He saved us through the washing of rebirth and renewal by the Holy Spirit, whom he poured out on us generously through Jesus Christ our Savior, so that, having been justified by his grace, we might become heirs having the hope of eternal life." Titus 3:4-7*

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## FOOD VENDORS –Reminder

Aloha mai kakou:

August 18, 2016

While the Dept. of Health may have its own rules to allow food samples, it was determined by Kapa'a First Hawaiian Church from the beginning that prepackaged foods may be sold BUT **food samples are NOT allowed on the church's premises**. In the instance of fresh fruits and vegetables, the seller must sell as is and not as samples, too – NO CUT Fruit/Vegetables. This notice is just to clarify and enforce the rules on food sales.

Additionally, although fruits and vegetables have branches or leaves that may be attached to them, they should be cleaned up/taken with you when you leave the gift fair. They may be biodegradable, but what you bring in, should leave with you.

I DO know that most of you are adhering to the rules, and I greatly appreciate it!

Mahalo

Isaiah Ka`auwai