

VENDOR AGREEMENT

This VENDOR AGREEMENT (“*Vendor Agreement*” or “*Agreement*”) is made and entered into this []th day of [], 2023 (the “*Effective Date*”), by and between HAWAII RECREATION AND PARKS SOCIETY, a Hawaii nonprofit organization (hereinafter “*HRPS*”), and [VENDOR NAME], a Hawaii [LEGAL ENTITY] (hereinafter, “*Vendor*”). HRPS and Vendor may be referred to in this Agreement collectively as “*Parties*” or individually as a “*Party*”.

RECITALS

A. WHEREAS, HRPS is planning and producing the DIAMOND HEAD ARTS & CRAFTS FAIR (the “*Event*”) that will be held from 9:00 a.m. HST to 2:00 p.m. HST on November 12, 2023 at Kapiolani Community College, located at 4303 Diamond Head Road, Honolulu, Hawaii, 96816.

B. WHEREAS, Vendor wishes to participate in the Event to sell its items and goods.

C. WHEREAS, HRPS and Vendor desire to execute this Agreement to permit Vendor to participate in the Event subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

ARTICLE 1. VENDOR PARTICIPATION

1.1 **Services Rendered by Vendor.** To support the Event, Vendor will make itself available on November 12, 2023 from 9:00 a.m. HST to 2:00 p.m. HST (“*Event Date*”) to participate in the Event in accordance with the terms set forth in the “Vendor Expectations & Assurances” addendum, attached hereto as **Exhibit A** (collectively, the “*Services*”).

1.2 **Term.** This Agreement commences on the Effective Date and remains in effect for a term until the conclusion of the Event (the “*Term*”). The Term may be extended or modified at any time only by HRPS with written notice to Vendor.

1.3 **Vendor Recognition.** HRPS will acknowledge Vendor in accordance with its customary business recognition practices and identify Vendor as a participating vendor of the Event during the Term in HRPS’s internal and external communications including, without limitation, on the HRPS’s website and in HRPS’s marketing and promotional materials.

1.4 **Publicity by Vendor.** Vendor may identify itself only as a participating vendor of the Event during the Term in Vendor’s internal and external communications, including, without limitation, on Vendor’s website and in Vendor’s marketing and promotional materials.

ARTICLE 2. INTELLECTUAL PROPERTY

2.1 **HRPS Marks.** HRPS grants to Vendor a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the marks and/or logos set forth in the “*HRPS Marks*” addendum, attached hereto as **Exhibit B**, for the limited purposes set out in **Section 1.4**.

2.2 **Vendor Marks.** Vendor grants to HRPS a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the marks and/or logos set forth in the “**Vendor Marks**” addendum, attached hereto as **Exhibit C**, for the limited purposes set out in **Section 1.3**.

2.3 **Ownership.** Both HRPS and Vendor acknowledges that (a) it has no interest in the other Party’s marks other than the limited license granted under this Agreement, (b) the other Party will remain the sole and exclusive owner of all right, title, and interest in its marks, and (c) any and all goodwill in the other Party’s marks will inure solely to the benefit of the other Party. Both HRPS and Vendor will comply with any reasonable trademark guidelines that the other may provide. Nothing in this Agreement is intended to give Vendor any ownership or other rights in any HRPS property or HRPS-related property created in connection with the Vendor’s participation in the Event including, without limitation, intangible property such as trademarks, event attendee lists, or mailing lists.

ARTICLE 3. RELATIONSHIP

3.1 **Contact Person.** HRPS and Vendor will each appoint one individual to act as principal contact person and to facilitate communication. The initial contact persons are identified in Section 2 of **Exhibit A**. HRPS and Vendor each may change its contact person at any time and will so advise the other.

3.2 **Recordkeeping.** HRPS and Vendor will maintain records relating to the Vendor’s participation in a manner such that each Party can evaluate compliance with this Agreement, and will make those records available for review by one another on reasonable notice during the term of this Agreement and for a period of one (1) year after termination or conclusion of the Event. HRPS and Vendor will each reasonably cooperate with one another in providing information relating to its activities under this Agreement in connection with any financial or tax audit, or similar matter, in which the other is engaged.

3.4 **Independent Contractor Status.** At all times during the Term of this Agreement, the Vendor is acting and discharging its duties and responsibilities as an independent contractor. This Agreement is not to be construed to create an employment, joint venture, partnership, association, or any other affiliation or like relationship between the Parties. Neither HRPS nor Vendor has the power or authority to bind or obligate the other to a third party or commitment in any manner. The Vendor is not to be considered under the provisions of this Agreement, or otherwise, as having employee status with HRPS, or as being entitled to participate in any employee insurance or benefit plans, arrangements, distribution, or other benefits of any nature which may be provided by the HRPS for its regular employees. As an independent contractor, Vendor is fully and completely responsible for paying all taxes due on all amounts earned by Vendor under this Agreement, and must indemnify and hold the HRPS harmless from any failure to pay such taxes, including any interest and penalties assessed against the HRPS. Annually, the HRPS must provide the Vendor one or more Internal Revenue Service 1099 forms as required by applicable law, showing all payments made by the Vendor to HRPS.

ARTICLE 4. INDEMNIFICATION

4.1 **Duty to Indemnify.** Vendor will defend, indemnify and hold HRPS and its directors, officers, employees, agents, and assigns (collectively, “**HRPS Parties**”), harmless against all third party or other claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys’ fees, which any HRPS Party may suffer and which arise directly or indirectly from: (a) Vendor’s performance of the Services under or in breach of this Agreement; (b) any claims by employees, clients,

subcontractors, suppliers, creditors, tax authorities, or other persons in a relationship with Vendor related to the Event; (c) any claims of infringement, misappropriation, or otherwise by third parties related to the Event; or (d) any claims related to tax, insurance contributions, workers' compensation law, or other laws applicable to Vendor related to the Event. Vendor will have no obligation to indemnify a HRPS Party to the extent the liability is solely caused by a HRPS's gross negligence or willful misconduct related to the Event.

4.2 **Safety & Liability.** Vendor and HRPS will take all reasonable steps to assure the safety of all guests and coordination staff at the Event. Vendor will use professional judgment when taking action in regard to changes, weather, tardiness, non-performance, etc. based on the situation, time limitations and/or HRPS's wishes.

ARTICLE 5. TERMINATION

Either HRPS or Vendor may immediately terminate this Agreement by giving written notice to the other **only if** it determines, in its sole discretion, that the other Party has engaged or is engaging in conduct that reflects materially and unfavorably upon the reputation of the terminating Party. Such a termination will be effective upon delivery of the notice by the terminating Party. If either Party breaches any of its obligations under this Agreement, the non-breaching Party may provide the breaching Party with written notice of the breach. If the breaching Party fails to cure the breach within 30 days after receipt of such notice, the nonbreaching Party may terminate this Agreement upon delivery to the breaching Party of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching Party. The non-breaching Party may in its reasonable discretion determine whether the breach has been cured. Upon termination of this Agreement, HRPS and Vendor will cooperate in transition activities to minimize adverse impacts of the termination. Vendor must make any remaining payments due to HRPS. HRPS and Vendor will promptly cease use of any Vendor Marks and HRPS Marks, respectively. **Sections 2.3, 3.2, 4, 5, 6, and 7** will survive the termination of this Agreement.

ARTICLE 6. TERMINATION & CANCELLATION POLICY

6.1 Cancellation by Vendor.

a. If Vendor cancels this Agreement or notifies HRPS about Vendor's intention to not participate in the Event fourteen (14) days or more prior to the Event Date, HRPS will refund Vendor the Vendor Fee (as that term is defined in **Appendix A**) less an administrative fee of \$30.00.

b. If Vendor cancels this Agreement or notifies HRPS about Vendor's intention to not participate in the Event five (5) days or less prior to the Event Date, Vendor expressly agrees to forfeit the Vendor Fee less the Security Deposit (as that term is defined in **Appendix A**).

6.2 **Cancellation by HRPS.** In the event that a natural disaster, government mandate or regulation (including, but not limited to, COVID-19-related social gathering prohibitions or restrictions), state or national emergency, or circumstances outside of HRPS's control causes HRPS to cancel the Event, HRPS will not be liable for any expenses incurred on behalf of Vendor. HRPS will not be obligated to refund the Vendor Fee to Vendor except for the Security Deposit.

ARTICLE 7.
GENERAL PROVISIONS

7.1 **Entire Agreement.** This Agreement, together with its exhibits and appendices, expresses the final, complete, and exclusive agreement between HRPS and Vendor, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between HRPS and Vendor relating to its subject matter.

7.2 **Amendment.** This Agreement may be amended only as stated in and by a writing signed by both HRPS and Vendor which recites that it is an amendment to this Agreement. If there are any inconsistencies between any exhibit and this Agreement, this Agreement will control.

7.3 **Severability.** If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

7.4 **Waiver.** Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.5 **Assignment.** Vendor may not assign its rights or delegate its duties under this Agreement to any third-party without the prior written consent of HRPS.

7.6 **Governing Law.** This Agreement shall be governed exclusively by the laws of the State of Hawaii (exclusive of its laws relating to conflicts of law).

7.7 **No Third-Party Beneficiaries.** Except as provided in **Article 4**, this Agreement is for the exclusive benefit of HRPS and Vendor and not for the benefit of any third party, including, without limitation, any employee, affiliate, subcontractor, or vendor of HRPS or Vendor.

7.8 **Notices.** Notices and consents under this Agreement must be in writing and delivered by mail, hand delivery, fax, or e-mail to the contact persons set out in the **Exhibit A**. These addresses may be changed by written notice to the other party.

7.9 **Incorporation of Agreement and Exhibits.** The Agreement and all exhibits referred to in this Agreement are hereby incorporated into the Agreement and made integral parts of it.

7.10 **Force Majeure.** Neither HRPS nor Vendor will be required to perform or be held liable for any delay or failure to perform if such delay or nonperformance is caused by conditions beyond either parties' control including, but not limited to, labor strikes, work stoppages, war, hostilities, terrorist acts, a national emergency, acts of God, epidemics, pandemics, quarantines, natural disasters, power failures, government acts or omission, or changes in government laws or regulations (including, but not limited to, COVID-19-related social gathering prohibitions or restrictions). The non-performing party will notify and consult with the other party regarding the event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out its obligations.

7.11 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement binding on the Parties. In addition, for purposes of executing this Agreement, a document (or signature page thereto) signed and transmitted by facsimile or in .pdf format by email shall be treated as an original

document. The signature of any Party thereon, for purposes hereof, shall be considered as an original signature, and the document transmitted shall be considered to have the same binding effect as an original signature on an original document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

VENDOR

[COMPANY NAME],
a Hawaii [type of legal entity]

By: _____
Name: _____
Title: _____

ADDRESS:

HRPS

HAWAII RECREATION AND
PARKS SOCIETY,
a Hawaii nonprofit organization

By: _____
Name: Marc Koga
Title: Fair Coordinator

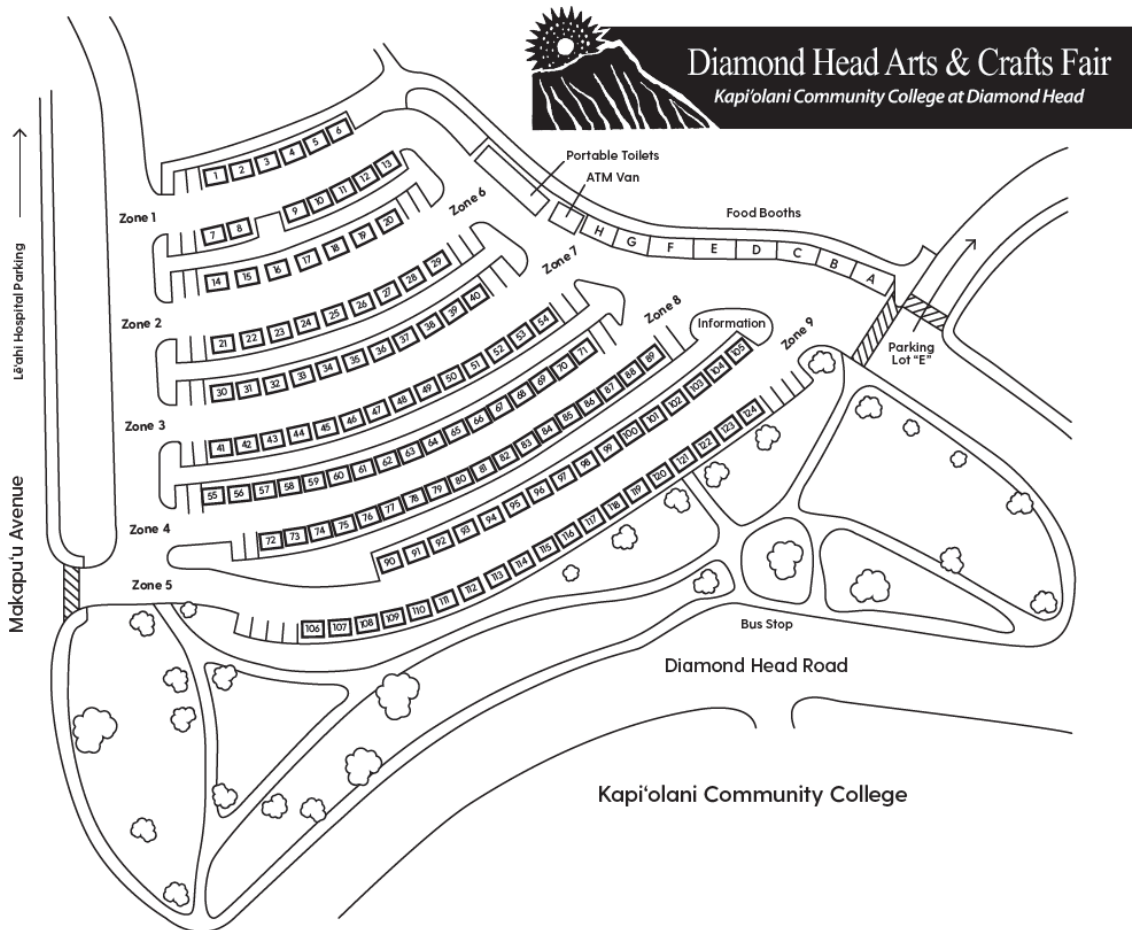
ADDRESS:
P.O. Box 283208
Honolulu, Hawaii 96828

EXHIBIT A

VENDOR EXPECTATIONS AND ASSURANCES

1. EVENT DETAILS

- A. Event Purpose.** The purpose of the Diamond Heads Arts & Crafts Fair (the “*Event*”) is to raise funds to support the mission of the Hawaii Recreation & Parks Society, which promotes professionalism and unity of all Parks & Recreation professionals and enthusiasts in the State of Hawaii.
- B. Event Date and Time.** The Event will be held on November 13, 2023 from 9:00 a.m. HST to 2:00 p.m. HST (“*Event Date*”).
- C. Location.** The Event will be held at Kapiolani Community College, located at 4303 Diamond Head Road, Honolulu, Hawaii, 96816 (“*Event Location*”).
- D. Event Map.** Below is a sample of the event layout of the Event (“*Event Map*”). Vendor will be assigned to a Booth Space (as that term is defined in **Section 3.D** herein) based on the corresponding number of that Booth Space in the Event Map. HRPS reserves the right to change/alter booth assignments should the need arise. The Vendor will be consulted before changes are made.



2. WARRANTIES BY HRPS AND VENDOR

- A. Warranties by Vendor.** Upon the execution of this Agreement by Vendor, Vendor warranties that it will make itself available on the time and date stated below to participate in the Event and will not schedule other commitments that would conflict with Vendor’s participation in the Event, unless otherwise expressly agreed upon in writing by the Parties.
- B. Warranties by HRPS.** Upon the execution of this Agreement by HRPS, HRPS warranties that it will reserve a Booth Space for Vendor to use at the Event and will not schedule any other vendor or party so as to conflict with Vendor’s participation in the Event, unless otherwise expressly agreed upon in writing by the Parties.

Event Information:	Name: Diamond Head Arts & Crafts Fair Date: Sunday, November 12, 2023 Location: KCC Parking Lot 4303 Diamond Head Road, Honolulu, HI 96816 Description of Event: Craft Fair Vendor Booth Space:
HRPS Contact Person:	Name: Marc Koga Title: Fair Coordinator E-mail: hrps@hawaiirecreationparksociety.com Telephone: (808) 913-4396
Vendor Contact Person:	Business Name: Contact Person: Title: E-mail: Telephone:

3. VENDOR REQUIREMENTS

- A. Vendor Fee.** As a condition precedent to participate in the Event, Vendor agrees to pay HRPS a fee (“**Vendor Fee**”) as shown in letter a & b. The Vendor Fee is inclusive of Vendor’s participation fee, a \$100.00 security deposit (“**Security Deposit**”), and applicable taxes. HRPS’s receipt of Vendor’s payment of the Vendor Fee shall guarantee Vendor a reserved booth space at the Event.
 - a. **\$280.00** If paid on or before September 22, 2023
 - b. **\$325.00** After September 22, 2023
- B. Delivery of Fee.** Vendor shall deliver payment for the Vendor Fee to HRPS by check or via electronic payment (www.hawaiirecreationparksociety.com) within two weeks of Vendor’s execution of this Vendor Agreement. If Vendor fails to deliver the Vendor Fee to HRPS within the time frame set forth in **Section 3.B** herein, HRPS may, at its own discretion, offer the Booth Space previously reserved to Vendor to a third party and/or terminate this Agreement due to Vendor’s failure to timely perform.

C. Returned Checks.

- a. Any checks returned as unpaid will be charged a \$50.00 fee to Vendor.
- b. For checks, make payable to: Hawaii Recreation and Parks Society
- c. Mail checks to: Hawaii Recreation and Parks Society
P.O. Box 283208
Honolulu, Hawaii 96828

D. Booth Space. Vendor will be assigned by HRPS a booth space for the Event based on the numbering system set forth in the Event Map (“*Booth Space*”) only after the payment of the Vendor Fee is received by HRPS. Booth spaces shall be assigned to vendors based on the chronological order in which HRPS receives the Vendor Fee from a Vendor. No booth spaces will not exceed 10’ x 10’ in dimensions. 2023 Fair Vendors will choose their booth space at Screening meeting on October 19, 2023 at Location: TBD. Booth spaces may be assigned to Vendors who are not present at the booth selection process.

E. Criteria for Vendor Items To be Sold At Event.

- a. Acceptable Items: Items or goods that Vendor may sell at the Event (“*Acceptable Items*”) must conform to the following criteria:
 - i. Items must be hand-crafted by Vendor within the State of Hawaii. A “*Handcrafted Item*” is defined as (1) a two- or three-dimensional items that was made, created, and/or fashioned by the Vendor selling it, or (2) a do-it-yourself kit comprised of designs, items, and/or supplies created by the Vendor.
 - ii. Vendors who sell food items must comply with all requirements of the Food Sanitation Branch of the Department of Health.
- b. Unacceptable Items: Items or goods that Vendor is prohibited from selling at the Event (“*Unacceptable Items*”) includes, but is not limited to, the following items:
 - i. Items that are commercially-made or are in pre-packaged kits;
 - ii. Pre-packaged food items;
 - iii. Unlicensed copyrighted items;
 - iv. Items including cookbooks, books, periodicals, sewn and stuffed pre-printed patterns, or pre-printed patterns on fabric;
 - v. Any live animals (e.g., shrimp, fish, etc.);

F. Pre-Event Screening of Vendor Items.

- a. Date, Time, and Location: Vendor or its authorized representative must attend the Screen Meeting at 6:00 p.m. HST on October 19, 2023 at Location: TBD

- b. Sample Presentation: At the Screen Meeting, Vendor is required to present to HRPS samples of every item that it intends to sell at the Event.
- c. Approval Required: Each sample item will be approved or rejected by HRPS's Event Committee. HRPS reserves the right to prohibit Vendor from selling at the Event any item that HRPS finds, in its sole discretion, does not comply with the terms set forth in this Agreement.

G. Booth and Tent Set-Up Conditions. Vendor's designated booth space must conform with the following conditions:

- a. Size of Booth Space: The Booth Space provided to Vendor shall not exceed 10' x 10' in all dimensions (depth, width, height). Any and all of Vendor's materials and equipment must be contained within the dimensions of the Booth Space. This requirement will be strictly enforced and if Vendor is found in violation of this requirement, HRPS may immediately remove Vendor from the Event at HRPS's sole discretion. Should vendor tent not meet requirements of size, the vendor will forfeit their \$100 deposit.
- b. Time of Set-up: Vendor must have its Booth Space completely set up by no later than 8:30 a.m. HST.
- c. Permitted Booth Space Equipment: Vendor is permitted to use, at its own expense, the following types of equipment within its Booth Space:
 - i. A tent or canopy that does not exceed 10' x 10' in width, height, and depth; if Vendor uses a tent, Vendor must also use weights to hold the tent to the ground in the case of wind (e.g., water barrels, cinder blocks, sandbags)
 - ii. Table(s);
 - iii. Chair(s);
 - iv. Lights/hanging electric lanterns;
 - v. Gas or electric generator (with the prior written consent of HRPS, Vendor may place only a generator outside the designated Booth Space);
 - vi. Extension power cables (note that HRPS will not provide any electrical source to Vendor);
 - vii. Display signage;
 - viii. Cooking apparatus (grill, propane, charcoal, etc.); if Vendor plans on selling food, it must use a hand-washing station (i.e., a water device that allows for hands-free running water and has enough catchment for the water source) (see **Section 3.L(b)(i)** (note that HRPS will not provide a water source to Vendor);
 - ix. Cooking tools, utensils, pans, and serveware;
 - x. 1 Fire Extinguisher 2A 10:BC (or a K Class fire extinguisher) for vendors that plan on pan-frying or deep frying food.
- d. Prohibited Items and Activities:
 - i. Counterfeit products of any kind including, but not limited to, designer clothing, handbags, t-shirts, or sunglasses;
 - ii. Weapons of any kind. Knives and other conventional cooking utensils/equipment are permissible for the sole purpose of preparing Vendor's food dishes;
 - iii. Items that infringe on a registered trademark;
 - iv. Use of stakes, spikes, pegs, rebar, or anything similar that penetrates the ground to secure Vendor's tent;

- v. Booth-sharing by Vendor with another business is not permitted unless expressly agreed upon by HRPS in writing;
- vi. Dogs, drugs, smoking, or alcohol anywhere within the Event Location at any time; Vendor and its personnel are strictly prohibited from entering the Event Location or participating at the Event if any of Vendor's personnel, employees, or agents are under the influence of drugs or alcohol;
- vii. Driving Vendor's vehicle(s) (1) on the lawn or grass at the Event Location, (2) through the pedestrian and Vendor areas of the Event Location, and (3) in the Bus Stop area on Diamond Head Road. Failure to comply with this requirement is a material breach of this Agreement and may result in Vendor's immediate ejection from the Event.
- viii. Parking Vendor's vehicle(s) in (1) Lot C of the Event Location, (2) the Bus Stop area on Diamond Head Road.

H. Access to Loading Zone & Parking.

- a. Load-in and Load-out: Vendor shall have access to the loading zone for load-in and load-out between 6:00 a.m. HST and 8:30 a.m. HST on the Event Date. Specific load-in and load-out procedures and times will be provided by HRPS to Vendor by no later than **October 19, 2023.**
- b. Parking Spaces: A designated parking space for the duration of the Event may be made available to Vendor upon Vendor's written request to HRPS, pending availability of parking spaces. However, HRPS cannot guarantee Vendor a parking space for Vendor. Vendor agrees to submit a request to HRPS for a parking space no later than **October 19, 2023.**

I. Breakdown / Failure to Vacate Premises.

- a. No Early Breakdown: Vendor expressly agrees not to start the breakdown of its tent nor vacate its Booth Space until 2:00 p.m. HST on the Event Date.
- b. Event Breakdown Timing: Breakdown of the Event will commence immediately at 2:00 p.m. HST on the Event Date. Vendor must remove all its equipment, tents, belongings, product, waste, garbage, etc. from its Booth Space and Event Location prior to 4:30 p.m. HST on the Event Date. Vendor is required to make sure that its Booth Space and surrounding areas are completely cleaned before leaving the Event Location. This is a "leave no trace" event.
- c. Failure to Timely Vacate: If Vendor fails to vacate the Event Location by **5:00 p.m. HST** on the Event Date and HRPS is fined by university or government law enforcement personnel authority as a result of Vendor's failure to timely clear itself from the Event Location or properly remove equipment or garbage, Vendor shall reimburse HRPS for all costs that HRPS incurred on behalf of Vendor's failure to timely vacate the Event Location.

- J. Security Deposit.** HRPS agrees to return Security Deposit in full to Vendor by no later than December 31, 2023, provided that Vendor has not breach any of the terms and conditions set forth in this Agreement and its exhibits, and has not caused HRPS to incur any fees, damages, or losses on its behalf relating to the Event. HRPS agrees to promptly notify Vendor within a

reasonable timeframe if HRPS decides to not return the Security Deposit and to provide Vendor with the reason for withholding the Security Deposit.

K. Insurance.

- a. Vendor warrants that it has and will maintain insurance coverage on the day of the event, specifically including, but not limited to, the following:
 - i. *Commercial General Liability Insurance.* Occurrence-based commercial general liability insurance (including contractual liability and products coverage) with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.
- b. Vendor must name “Hawaii Recreation and Parks Society” as an Additional Insured on Vendor’s Certificate of Insurance. Vendor must present its Certificate of Insurance to HRPS by no later than **October 19, 2023**.

L. Food Requirements of the Department of Health.

- a. In the event that Vendor wishes to sell a food item at the Event, Vendor must comply with all applicable laws, rules, regulations, codes, and ordinances promulgated by the Department of Health’s (“**DOH**”) Food Sanitation Branch including, but not limited to, the following:
 - i. Obtain, at its own expense, a Special Event Food Establishment Permit from the Department of Health; forms and instructions on how to properly submit the application can be accessed here: https://health.hawaii.gov/san/files/2018/05/SPECIAL-EVENT-PERMIT-APPLICATION_oahu.pdf;
 - ii. Submit to HRPS within **seven (7)** days prior to the Event an approved copy of the Special Event Food Establishment Permit issued by the Department of Health;
 - iii. Post its Special Event Food Establishment Permit at its Booth Space for the entire duration of the Event;
 - iv. Ensure at least one of Vendor’s employees at the Event has his or her Food Handlers Education Certification.
- b. Vendor acknowledges that the most common violations observed by Department of Health personnel at events similar to the Event include, but are not limited to, the following:
 - i. Failure to have adequate handwashing facilities and handwashing procedures:
 - 1. DOH mandates that all Vendors maintain hand soap and a hand-washing station at their Booth Space at ALL TIMES. [Click here](#) for an example of an acceptable hand-washing station. Vendor must provide its own hand-washing station for the Event;
 - 2. Vendor’s hand-washing station must include a supply of fresh water (i.e. water cooler) with an on/off switch spigot;
 - 3. Vendor’s hand-washing station must include a catchment basin or bucket for wastewater;
 - 4. Vendor must provide soap and paper towels at all times during the Event;

5. Vendor personnel shall wash hands with soap and paper towels when changing gloves, and after handling trash or other soiled items.
- ii. Failure to properly manage time as a food safety control:
 1. Vendor understand that potentially hazardous foods left out at room temperature are subject to a 4-hour discard time rule;
 2. Vendor shall note for each dish the time when food is put out for display and the discard time;
 - iii. Hot holding units:
 1. If Vendor does not use time as a control, Vendor shall ensure there is an adequate supply of heat (i.e., sterno);
 2. Vendor shall maintain hot-held food at or above 135 degrees Fahrenheit;
 - iv. Cold holding
 1. Vendor shall maintain cold-held food at or below 41 degrees Fahrenheit;
 2. If Vendor holds food in ice, Vendor understands that the level of ice should at least match the level of food in their containers.
- c. In the event that Vendor fails to comply with any of DOH's rules, laws, regulations, codes, and/or ordinances, Vendor assumes full and sole liability and/or fees related to any such citation, violation, and/or fine issued to it by DOH.

M. Conformance with Venue and State Rules and Regulations.

- a. Vendor agrees to strictly observe all pertinent Hawaii laws, ordinances, and regulations pertaining to health and public safety in all of its activities relating to the Event.
- b. Vendor agrees to strictly observe at all times all rules and regulations relating to the use of facilities at University of Hawaii Kapiolani Community College