



**26th Annual KWXX Ho`olaule`a**

Saturday, September 28, 2019

Historic Downtown Hilo

**FOOD BOOTH CONCESSION AGREEMENT**

This agreement is made between New West Broadcasting Corporation and

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

Contact Person: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Event Day Contact Number: \_\_\_\_\_

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

**ALL VENDORS APPLYING FOR A FOOD BOOTH SPACE MUST OBTAIN A SPECIAL EVENT FOOD ESTABLISHMENT PERMIT FROM THE STATE DEPARTMENT OF HEALTH TO OPERATE A FOOD BOOTH AT THIS EVENT. NEW RULES HAVE TAKEN EFFECT SINCE LAST YEAR. PLEASE PLAN EARLY TO MEET THE NEW CRITERIA. A COPY OF YOUR APPROVED PERMIT MUST BE TURNED IN TO NEW WEST BROADCASTING NO LATER THAN AUGUST 30, 2019.**

**LIST OF FOOD ITEMS TO BE SOLD.** ALL ITEMS MUST BE APPROVED BY NEW WEST BROADCASTING CORP. AND MUST BE LISTED ON YOUR S.E.F.E. PERMIT. Please list specific entrees and side dishes. Attach separate sheet if necessary:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Cooking with open flame ? (circle) **YES**    **NO**

Deep frying with oil?        (circle) **YES**    **NO**

Electrical use needed?        (circle) **YES**    **NO**

Equipment \_\_\_\_\_        Wattage \_\_\_\_\_

**Please specify ALL electrical equipment you will be using**    Equipment \_\_\_\_\_        Wattage \_\_\_\_\_

Equipment \_\_\_\_\_        Wattage \_\_\_\_\_

**All electrical equipment must be listed.** Use separate sheet if necessary. Equipment not listed will be disconnected. New West Broadcasting reserves the right to remove any electrical equipment from the event.

1. **Cost of 10'x10' booth is \$569.19 (\$545.00 plus GE Tax of \$24.19).** Please make check payable to **New West Broadcasting Corp.** Booth confirmations will be made in the order that the application and booth fee are received at New West Broadcasting Corp., 1145 Kilauea Avenue, Hilo, HI, 96720. Vendors will be notified of booth assignment when they pick up their vendor packet during the week prior to the event. **Booth fees are non-refundable.**
2. Vendor will be provided with a metal-roof covered booth space of 10' x 10' with overhead lighting and limited electricity. All vendor activity must be within the 10' x 10' space. **Vendor may sell only the food items listed on your approved agreement and the State Department of Health Special Event Food Establishment permit.**
3. Each food booth will have access to a duplex outlet and a **maximum use of 5,000 watts.** Any additional electrical needs may incur an additional fee and must be pre-arranged. All electrical needs must be specifically listed on page 1 with exact wattage given per piece of equipment.
4. This is a drug and alcohol free, family-friendly event. Only the food items listed and confirmed on the approved Food Booth Agreement and Department of Health Special Event permit will be allowed to be sold at the Vendor's booth. ALL food items to be sold must receive prior approval from New West Broadcasting Corp. New West Broadcasting Corp. will endeavor to provide product exclusivity for two main entrees per vendor. Every attempt will be made to prohibit duplicate food items. Determination of item duplication will be at the sole discretion of New West Broadcasting Corp.
5. Vendor is responsible for all booth needs including: tables, heating units, display, additional lighting as needed, decorations, containers for storing and removing cooking oil, etc. Vendors are reminded that they need to provide their own handwashing station at their booth. (see diagram on attached food safety fact sheet).
6. **Vendor is advised that there is to be no disposal of used cooking oil at the event.** Vendor agrees to provide the necessary containers to remove all cooking oil in proper containers, and will use caution when handling cooking oil to avoid spillage on the streets, sidewalks, or planted areas.
7. Vendor must meet all requirements set by State and County ordinances / laws pertaining to the operation of vendor booth, including obtaining a Special Event Food Establishment Permit from the State Department of Health. Non-compliant vendors will not receive a refund. No animals are allowed in or near the booths.
8. **Only approved Coca Cola drinks and Dasani water may be sold at this event and must be purchased directly from Coca Cola.** Contact Desiree Queypo at Coca Cola Company for wholesale prices on these items which you may sell at retail. Her number is 430-6296 or 935-6891 or you may reach her via email at [desiree.queypo@odomcorp.com](mailto:desiree.queypo@odomcorp.com).
9. Vendor may start setting up after 12:30 pm. Vendor agrees to operate booth during the entire event - 5:00 pm to 10:00 pm or until the entertainment is finished. Vendor must be present during these hours. Vendor will receive 1 loading pass, which will allow them to drive 1 vehicle at a time to their booth location. Vendor vehicles must be removed from the event prior to 4:00pm. No vehicle or wheeled carrier deliveries are allowed during the event. Vendor **may not** dismantle or remove equipment from their booth until after completion of the event. Vendor is responsible for removal of all property and refuse in the surrounding area of the rented booth space. All times listed above are tentative, final loading and vending times will be confirmed the week of the event. **Rain or Shine. No refunds.**
10. Vendor shall assume liability and responsibility regarding guarantee and warranty of merchandise being sold. Vendor shall defend, indemnify, and hold New West Broadcasting Corp., all event sponsors, the State of Hawaii, and the County of Hawaii, along with their employees and agents, harmless against any and all claims and actions for personal injury, death, and property damage arising from or resulting from or in any way connected with the operation of the Vendor's display and/or product.
11. Vendor is responsible for all taxes, whether excise, income, or other levy related to income generated by Vendor
12. Vendor agrees to abide by all conditions of this agreement. If Vendor is in violation of this agreement, New West Broadcasting Corp. reserves the right to remove Vendor from the event and withhold Booth Fee. Returned checks will incur an additional \$25.00 fee.

Any changes made to this agreement must be done in writing and be initialed by a representative of New West Broadcasting Corp. and the Vendor. Confirmed booth assignment and vehicle loading passes will be available for pickup during the week prior to the event. If you have any questions, please contact Kathy Leonard at 935-5461.

Please complete and sign this application and return all documents to New West Broadcasting Corp with your payment and all required documentation.

---

Vendor Signature

---

Date

**Mail or deliver this completed application to New West Broadcasting Corporation, 1145 Kilauea Avenue, Hilo, HI 96720. Applications approved on a first come, first served basis.**



*1145 Kilauea Avenue, Hilo, HI 96720  
Phone: 808.935.5461 Fax 808.935.7761*