

**DISCOVER KUALOA
APPLICATION FORM**

APPLICATIONS DUE ON 12/20/13

The Undersigned Company does hereby make application to participate as an exhibitor/sponsor at **DISCOVER KUALOA** being held at **KUALOA RANCH** on **SATURDAY, JANUARY 18th 2014**. HPELive is the producer of **DISCOVER KUALOA**. This will be a binding contract when accepted. Acceptance of contract is reflected by payment by check or credit card for booth space.

Company Name: _____
 Contact Name and Title: _____
 Street Address: _____
 City and State: _____ Zip Code: _____
 Phone: _____ Cell Phone: _____ Fax: _____
 Email: _____ Web Address: _____
 Food Description and/or Products/Services to be Exhibited or Sold: _____

This portion of the contract must be completed. Product and services are subjected to approval by show management. Upon approval, only product and service listed may be exhibited.

SPONSOR/EXHIBIT SPACE RENTAL (√ Booth)			
Booth Space	Food	Non-Food	Amount Due
10 X 10	<input type="checkbox"/> \$100	<input type="checkbox"/> \$150	\$
Applications turned in after 12/20/13: Additional \$50			\$
Subtotal			\$
HI State Tax (4.71%)			\$
Total			\$

WHAT'S INCLUDED

Each booth will include:

1 – Table (6ft.)
 2 – Chairs (folding)

No electricity provided. Small generators will be allowed.

Please bring your own signage, banners, and table cloths,

Check (Payable to Hawaii Pacific Events) – Check #: _____
 Visa American Express M/C
 Card # _____ Exp. Date: _____
 Name on Card: _____ 3 Digits: _____
 Billing Address: _____

PLEASE INCLUDE FULL PAYMENT WITH SIGNED CONTRACT

Booth assignment is determined on first paid-first served basis. Submit completed forms to:
 HPE Live PO Box 30337 Honolulu, HI 96820 or email to travis@hawaiipacificentertainment.com

Do not write in this space: Office Use Only
 Assigned Booth Number: _____ Payment: _____ Accepted By: _____ Date: _____

TERMS OF CONTRACT – KUALOA

The following agreement shall supersede any agreement made prior. This agreement between HPELive, of DISCOVER KUALOA herein “EVENT”, and organization named below herein “EXHIBITOR”. Both parties agree to the following:

1. **Booth Space.** Exhibitor subscribes for booth space at the **DISCOVER KUALOA**, to be held at **Kualoa Ranch (49-560 Kamehameha Hwy) on January 18, 2014** The EVENT reserves the right to reject any applicant or exhibitor the amount paid for space. The EVENT reserves the right to assign, designate, or change your booth location.
2. **Hours of Operation.** Hours of show will be **on Saturday January 18, 2014 from 9:00a.m. to 4:00p.m.** Setup begins at **7:00a.m.** the day of the Event. Exhibitor shall have exhibit(s) completely assembled and ready to be viewed by guest no later than **8:30a.m.** Exhibitor shall staff its booth during all hours of EVENT. Exhibitor shall not begin disassembling its exhibit until **TIME: 4:00p.m.**, but must complete breakdown by **TIME: 6:00p.m.**
3. **Vending.** Food Exhibitor agrees to accept Cash/Check/Credit Only at Discover Kualoa events.
4. **Interference Prohibited.** Excessive noise, bothersome lighting or other use by exhibitor that interferes with the exhibition space used by other exhibitors is prohibited, as is the creation or maintenance by exhibitor of any dangerous or hazardous condition or situation. The aisles belong to the show. Neither exhibitor nor advertising material shall protrude into the aisles. Booth shall not exceed 8 feet in height without show coordinator's approval.
5. **Services Not Provided.** The EVENT does not provide equipment, decoration, labor carpenters, storage for exhibit materials, special lighting, gas, water supply or other related services. All arrangements for these items must be made by exhibitor, and exhibitor shall defend, indemnify and hold harmless EVENT for any and all claims, losses, damages, injuries or other charges that might occur from such arrangements made by Exhibitor.
6. **Insurance Not Provided.** Exhibitor acknowledges EVENT does not have insurance covering exhibitor's property. It is exhibitor's sole responsibility to obtain interruption, property damage, personal injury, vandalism, theft and any other insurance it might need to cover any losses it might suffer at event. Hawaii Pacific Entertainment LLC, and Kualoa Ranch are to be named as additionally insured on your commercial general liability policy in respect to: **DISCOVER KUALOA on [Saturday January 18, 2014] at Kualoa Ranch Hawaii Inc.** The certificate holder (section) should state: "Hawaii Pacific Entertainment PO Box 30337 Honolulu, HI 96820". Exhibitor shall also provide EVENT a copy of their Certificate of Liability Insurance no later than two weeks before the event.
****See attached Insurance Requirements document for specific insurance instructions.**
7. **Temporary Food Establishment Permit.** Exhibitor shall submit an Application Form for a Temporary Food Establishment Permit with a \$25 non-refundable fee that is to be submitted no later than 2 weeks (or 10 business days) before the event. Exhibitor must send the completed application and fee to the Sanitation Branch at 591 Ala Moana Blvd Honolulu HI, 96813. Checks must be payable to: State of Hawaii, and your bank account, name and address must be on the check. Exhibitor shall provide EVENT a copy of their approved Temporary Food Establishment Permit no later than two weeks before the event.
8. **Indemnification.** Exhibitor shall defend, indemnify, and hold harmless EVENT and its designated agents, employees and/or contractors, from and against any and all claims, losses, damages, injuries, penalties, governmental charges or fines in any amount arising out of or caused by exhibitor's use of the premises, the conduct of exhibitor's business or from any activity or work done, permitted or suffered by exhibitor in or around the premises, including but not limited to, the installation, operation, maintenance or removal of exhibits.
9. **Assignment Prohibited.** Exhibitor shall not assign or sublet any portion of its booth space to any individual, partnership, corporation, company, firm or entity, without the prior written consent of

EVENT.

10. **Cancellation Policy.** If Exhibitor is not able to attend EVENT, Exhibitor may be entitled to a refund on the following schedule: 60 day: If written cancellation is received and if booth space is resold, Exhibitor is entitled to an 80% refund. 30 days or more: If written cancellation is received, and if booth space is resold, Exhibitor is entitled to a 50% refund. Less than 30 days: If Exhibitor cancels after 30 days prior to event, they will not receive a refund.

11. **Non-liability Clause.** EVENT will not be liable to fulfill this agreement if venue in which show is used therein is destroyed or closed by fire, Act of God, strike, authority of law, or any other cause beyond EVENT's control in which case EVENT may or may not return any refunds. Exhibitor shall also abide by agreement between EVENT and venue regarding rules and regulations of premises.

IN WITNESS WHEREOF, the parties have read and understood this agreement and hereto have affixed their names this day of (Date) _____, 20__.

*EXHIBITOR'S COMPANY NAME _____

*AUTHORIZED SIGNATURE _____ DATE _____

*PRINT NAME _____ *TITLE _____

EVENT REPRESENTATIVE SIGNATURE _____ DATE _____

FOR BOOTH SIGNAGE AND BADGES. PLEASE COMPLETE. PRINT CLEARLY.

***BOOTH SIGNAGE/BADGE TO READ:**
