



Makiki Farmers' Market

Vendor Application and Agreement

A ministry of the Episcopal Parish of St. Clement

Business Name: _____

Contact Name(s): _____

Address: _____

Telephone: _____

Email (required): _____

Check One (Please do NOT send in a payment with this application)

- _____ * Produce Vendor - \$25.00 for a 10 x 10 ft. space, per week.
_____ * Prepared Food Vendor - \$35.00 for a 10 x 10 ft. space, per week.
*Cost per booth may be subject to change with a 30-day notice.

Listing of Vendor Products

Please list and briefly describe all products and menu items that you propose to sell, as well as average prices for each. The Market is dedicated to helping local farmers bring fresh produce and prepared foods to our patrons. Non-Hawai'i-grown or made products should not be sold at The Market without prior approval from The Market Management. The Market Management reserves the right to restrict the sale of certain products/menu items to maintain a fair, competitive balance in The Market.

Please describe product(s) to be sold and list prices below:

Required Information for Prepared Food Vendors

Department of Health Form

Department of Health Temporary Food Establishment Permit

1. ALL prepared food vendors are required to fill out the State Department of Health Temporary Food Establishment Permit. Please include the kitchen permit number issued by the State Department of Health for the kitchen where you will prepare your food. You need to go to the Department of Health (808 586-8000) to obtain the permit and pay the required fee.
2. Completed application forms are to be sent to:

info@stclem.org

or

The Parish of St. Clement
1515 Wilder Ave.
Honolulu, Hawai'i 96822

Required Information for ALL Vendors

Public Liability Insurance Requirement

(Pursuant to Section 28-3.3, Revised Ordinance Honolulu, 1990, as amended)

1. An original Certificate of Comprehensive General Liability insurance, including product liability. The insurance must, at a minimum, protect and indemnify the Owner against any injury, death, or property damage occurring on the property, up to \$1,000,000.00.
2. The above certificate of insurance shall name the following as additional insured:

The Parish of St. Clement
1515 Wilder Ave.
Honolulu, Hawai'i 96822

Copy of a valid ID

Makiki Farmers' Market Vendor Agreement

The Episcopal Parish of St. Clement

Booth Space and Equipment

Each Vendor is assigned a 10-by-10-foot booth space. Limited electricity and overhead lighting will be provided within the Makiki Farmers' Market ("The Market") area by the Parish of St. Clement ("Parish"). Vendors requiring additional electricity must provide their own generators that comply with all applicable city regulations and Parish noise standards.

Vendors are solely responsible for supplying, maintaining, and safely operating their own tents, equipment, and furnishings, including but not limited to tables, chairs, utensils, displays, and generators. Parish of St. Clement assumes no responsibility for loss of or damage to Vendor property.

Indemnification and Liability

Vendor agrees to indemnify, defend, and hold harmless the Parish of St. Clement, its officers, employees, and volunteers from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Vendor's participation in The Market, including but not limited to claims for personal injury, death, or property damage caused in whole or in part by the Vendor, its employees, agents, or products.

Insurance Requirement

Vendors must maintain general liability insurance with a minimum coverage of \$1,000,000 per occurrence and shall provide proof of insurance upon request. Vendors shall name the Parish of St. Clement as an additional insured.

Vendor Commitment and Market Purpose

Consistency and customer service are essential to the success of The Market. Vendors agree to a six (6)-month commitment and must participate either weekly or at least three (3) Thursdays per month during that period.

Vendors acknowledge that The Market exists not only to sell Hawai'i-grown and locally made products, but also to foster a welcoming neighborhood gathering place consistent with the mission of the Parish of St. Clement.

Attendance and Communication

If a Vendor is unable to attend on a scheduled Thursday, they must notify the Parish at info@StClem.org or (808) 955-7745 x100 at least 48 hours in advance.

Three (3) consecutive unexcused absences may, at the sole discretion of PARISH, result in termination of the Vendor's participation in The Market.

Use of Space

This agreement grants Vendors a temporary, revocable license to use the assigned space only during Market hours. This agreement does not create a lease, tenancy, or other property interest.

Safety and Cleanliness

Vendors are responsible for maintaining a clean, safe, and orderly booth space at all times. All trash and debris must be removed by the Vendor at the conclusion of each market day. Vendors using electricity or generators assume all risks associated with such use and agree to comply with all applicable safety standards. PARISH is not responsible for power interruptions or any resulting loss or damage.

Right of Removal

PARISH reserves the right, at its sole discretion, to remove any Vendor or terminate participation in The Market at any time for failure to comply with Market rules, unsafe practices, conduct inconsistent with the mission of the Parish, or for any other reason deemed necessary for the good of The Market.

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Makiki Farmers' Market Guidelines

The Episcopal Parish of St. Clement

These Guidelines are incorporated into and made part of the Makiki Farmers' Market Vendor Agreement.

1. General Compliance

Vendors must comply with all applicable federal, state, and City and County of Honolulu laws, regulations, and public health requirements in effect at the time of each Market. Please follow and comply with the authorized representatives of the Parish.

2. Booth Spaces and Equipment

Each Vendor is provided a 10 x 10-foot booth space. Vendors are responsible for providing, setting up, and removing their own tents, equipment, and furnishings.

All equipment must be safely secured and must not obstruct traffic, encroach on other booths, or create hazards.

No stakes may be driven into the driveway, asphalt, or planter areas of Parish property.

3. Electricity and Lighting

Limited electricity and overhead lighting are provided by the Parish. Vendors are encouraged to bring supplemental lighting.

Use of generators and electrical equipment is subject to all requirements and liability provisions outlined in the Vendor Agreement.

4. Parking

Vendors may enter Parish grounds no earlier than 3:30 p.m. and must park only in designated areas.

One vehicle per booth is guaranteed. Additional parking is subject to availability. Public street parking is available nearby (Wilder Avenue after 5:30 p.m.).

5. Loading, Unloading, and Hours

Set-up begins no earlier than 3:30 p.m. Arriving on the property early may result in a fine.

Breakdown/loading: 7:00 p.m. – 7:30 p.m.

All Vendors must vacate the property by 7:30 p.m. Staying on the property after 7:30 p.m. may result in a fine.

Loading/unloading must not block traffic. Vendors must provide their own assistance and equipment.

6. Booth Assignments

Booth locations are assigned at the discretion of Market Management.

7. Compliance with Laws

Vendors must comply with all applicable laws and regulations governing their products. Non-compliance may result in removal and possible penalties.

8. Unattended Property

Parish is not responsible for lost, stolen, or unattended items.

9. Cleanliness and Waste Removal

Vendors must maintain a clean space and remove all waste, including grease, food waste, charcoal, and packaging. Failure to comply may result in removal.

10. Taxes

Vendors are responsible for all applicable taxes related to their sales.

11. Prohibited Activities

No alcohol may be sold, distributed, or consumed on the property.

No smoking or vaping is permitted on Parish property.

No music is to be played that can be heard by other vendors or within the church.

Just a reminder that you're on church property.

All dogs must be leashed and not pose a threat to anyone.

12. Vendor Selection

Market Management may limit vendors offering similar products.

13. School and Traffic Awareness

During school hours (approximately 3:00–5:30 p.m.), Vendors must exercise caution and patience due to student pick-up activity.

14. Enforcement and Amendments

Violations of these Guidelines may result in removal from The Market in accordance with the Vendor Agreement.

Market Management reserves the right to interpret, enforce, and amend these Guidelines at its sole discretion.

Acknowledgment

By participating in The Market, Vendor acknowledges that they have read, understood, and agree to abide by this agreement and all Market guidelines and policies, as may be amended from time to time.

I agree to the terms of this Vendor Agreement and commit to participating in the Makiki Farmers' Market in accordance with the Parish of St. Clement's guidelines.

Vendor Name (Print): _____

Vendor Signature: _____ Date: _____

Business Name (if applicable): _____