



Market Manager:

KAUAI COUNTY FARM BUREAU – KUKUI GROVE CENTER
Adapted from KCFB's Kauai Community Market Application
Pau Hana Monday Market Vendor Application/Agreement

The Kauai County Farm Bureau and/or the Kauai County Farmers Market Committee (hereinafter referred to as KCFB) in partnership with the Kukui Grove Center's owners (hereafter referred to as KGC) establishes the Pau Hana Monday Market. **The Pau Hana Monday Market shall be operated/managed by KCFB and shall be located in the designated parking area at Kukui Grove Center every Monday from 3:00 pm to 5:30 pm.** The first step for an applicant to be considered as a possible Market vendor is to complete this form, include the required documents, sign and mail the original to the following:

Kauai County Farm Bureau
Attn: Farmers Market Committee
P.O. Box 3895
Lihue, HI 96766

or email scan to admin@kauaicityfarmbureau.org

Upon receipt of this application, the KCFB Market Manager shall review and make a recommendation on the application. As part of the review process, the Market Manager may contact the Applicant to arrange an on-site visit to the Applicant's farm/facility and/or request more information regarding the application, as necessary. The KCFB along with the management of KGC shall either approve, request additional information before approving, waitlist or deny the application.

When the application is approved, the KCFB Market Manager shall notify the Applicant of any changes to the approved application, additional documents, tent assignment/location, market fee(s) and start date. An Applicant shall also be notified, if the application has been placed on the Market's wait list or denied. If the Applicant has any questions regarding the operations of the Market, please email at info@kauaicityfarmbureau.org or contact the Market Manager.

VENDOR INFORMATION (Please print clearly or type)			
Applicant's Name:			
Company/Business Name:			
Company/Business Address:			
City:		State:	Zip Code:
Bus Phone:	Cell:	Fax:	
E-mail:		Tax ID#/SSN:	
Facebook:		Website:	

Market Manager:

VENDOR'S SELLER(S) INFOMATION (Unauthorized, seller(s) shall be asked to leave the Market)	
1) Name:	Contact #:
2) Name	Contact #:
3) Name:	Contact #:
BUSINESS TYPE (Check applicable items and provide attachments with additional information)	
Fruit/Vegetables Complete crop plan	
Dairy (specify products)	
Fish (specify products)	
Meat (specify products)	
Honey (specify products)	
Baked Goods (specify products)	
Prepared Foods (specify products)	
Value-added (specify products)	
Eggs	
Herbs (dried/fresh)	
Nursery Plant Products (specify types)	
Foods: (specify)	(May not be applicable)
Other: (specify)	
Farm Address or location:	

FARM CROP INFOMATION (51% must be grown on your farm to be sold at the Market and provide attachment with additional information)	
CROP (Specify)	ACREAGE (Number)
1)	
2)	
3)	

Market Manager:

4)	
5)	
6)	
7)	

FARM SALES INFORMATION (49% of crops for sale from other farms) List each farm/farmer with product(s) and contact information. (Provide attachment with additional information)

FARMER'S NAME/CONTACT	CROP	ACREAGE
1)		
2)		
3)		
4)		
5)		

VALUE-ADDED PRODUCTS: (Identify all locally sourced ingredients used and farm supplier) (Provide attachment with additional information)

FARMER/FARM SUPPLIER/CONTACT	FARM PRODUCTS USED AS INGREDIENTS
1)	
2)	
3)	
4)	
5)	

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FOOD(S): (Identify all locally sourced ingredients used and farm supplier) (Provide attachment with additional information)

FARMER/FARM SUPPLIER/CONTACT	FARM PRODUCTS USED AS INGREDIENTS
1)	
2)	
3)	
5)	
6)	

For Food vendors – Attach copy of menu(s)

FARM/FOOD/KITCHEN INSPECTION(S) (KCFB may do on-site inspections on farms, foods and kitchens to ensure that products meet all KCFB, HDOA, HDOH and Federal rules/regulations.)

Contact Name:	
Contact Phone:	
Farm address/Location	
Commercial Kitchen Address	
Food Truck Address	

Vendor Insurance/Permits/Others	Document Requirements
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Worker's Compensation	Statutory Limits (as necessary)
Additional Insured	Kukui Grove Center Investment Group, Inc. Kukui Marketplace SPE, Inc. Heitman Capital Management, LLC Jones Lang LaSalle Americas, Inc.
Department of Health	Temporary Food Permit (TFP as necessary)
KCFB	Current KCFB membership (after acceptance to the Market)
GET	Copy of tax certificate



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KAUAI COUNTY FARM BUREAU – KUKUI GROVE CENTER
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Pau Hana Monday Market Vendor Application/Agreement

By signing and submitting this application/agreement, the applicant has read, understands, and agrees to abide by: 1) submitting the required, correct and current information; 2) adhering to the KCFB & KGC market rules and regulations (**Exhibit A**); 3) signing the KGC Liability Form (**Exhibit B**), 4) signing the KCFB Kauai Community Market Waiver (**Exhibit C**); 5) providing prescribed vendor fees at the end each market to the Market Manager, and 6) give forty-eight (48) hour notice to the Market Manager if not attending the Market. If any information submitted is incomplete or changed, the applicant shall be responsible to provide the complete information and/or submit an amendment(s) to this agreement (**Exhibit D**). The changes shall be reviewed by the Market Manager and decision made by the KCFB and KGC.

Addendum #1, is part of and shall be enforced as part of this agreement. All future Addendums shall be incorporated into this agreement at the discretion of KCFB-KCG.

If any rules and/or regulation are violated as set forth herein including any and all local, State or Federal applicable rules/regulations, ordinances, permits, etc., KCFB shall have the right to terminate this application/agreement at any time with or without cause.

The applicant's name on this application shall be acknowledged as the authorized and responsible party for compliance and any violation of rules, regulations and/or conditions of this agreement.

_____	Date _____
Signature of Applicant	
_____	Date _____
Print Name of Applicant	
_____	Date _____
Approved by the Monday Market Manager	
_____	Date _____
Approved by the KCFB	
_____	Date _____
Approved by Kukui Grove Center Management	

Market Manager:

FOR KCFB - KGC USE ONLY

Date received by Marker Manager:		Date received by KCFB-KGC:	
Review Comments: (Use additional pages, as necessary)			
Date Farm Visit:		Date Commercial Kitchen Visit:	
Site Visit Evaluation: (Use additional pages, as necessary)			
Date Approved:	Date Disapproved:	Date Waitlisted:	Date of Notification:

If this Application is Approved:

Tent Assignment/Location:	Vendor Fee:	Start Date:	Tier Assignment:
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Market Manager:

**EXHIBIT A
ADDENDUM #1**

Adapted from Kauai Community Market's Rules and Regulations
and COVID-19 Requirements

PAU HANA MONDAY MARKET

COVID-19 Vendor Requirements

Due to **COVID-19**, KCFB has implemented the following requirements to the market operations:

1. Vendor shall be subject to temperature checks and signing of vendor certification form prior to the opening of each market. Those vendors who are found to be sick shall not be allowed to attend the Market and shall meet the COVID-19 clearance guidelines before being cleared to return to the Market.
2. Vendors provide their own mask(s) and shall wear the face-mask while setting up and during the market. Vendors may use gloves provided they adhere to the safe use following CDC and HDOH guidelines and disposal of those gloves.
3. Hand wash stations and hand sanitizer dispensers shall be available for both vendor and public to use. Each vendor shall provide their own personal water station requirement within their tent area.
4. COVID-19 signage will to be displayed within the vendor's tent area clearly visible to the public
5. **Vendors shall be responsible for their buyers to maintain the six (6) feet social distancing and that buyers do not touch or handle any of the produce or items for sale.**
6. Vendor tents shall maintain a distance of at least 2 empty stalls between vendor tents. Vendors shall not change or modify vendor's tent designated area unless authorized by the KCFB Market Manager or encroach into the safe area.
7. Vendors shall not provide any open samples unless cleared by HDOH, CDC, WHO, HDOA, as prescribed by any rules and regulations.
8. Vendors shall sanitize their tables regularly during the market and have available hand sanitizers for the public.
9. Any COVID-19 violations at the Market shall be immediately reported to the on-site Market Manager for action. Depending on the severity of the violation, it may result in disciplinary actions of a vendor and/or the removal of the offending public from the premises.

Market Manager:

Booth Requirements:

1. A regular "tent" or "vendor space" is defined as one and a half parking stalls (8.5' X 14' or 12' x 14'). Larger space maybe possible to allow for larger vehicles at the discretion of the Market Manager and with additional vendors fees.
2. A vendor shall keep within their assigned tent space unless otherwise changed by the Market Manager or a KCFB authorized representative. A vendor shall not encroach into the safe area.
3. A vendor shall provide their own clean tent and shall secure such tent(s) with proper weights to ensure safety to both vendors and the public.
4. Each vendor shall provide their own tables and chairs. The vendor and not more than two (2) vendor support personnel shall remain in the back of the tables during the market and remove vendor items at the end of the market.
5. Food grade containers shall be used to display produce/products in a hygienic and pleasing appearance.
6. Each vendor shall have a sign/banner within their booths with the booth vendor's name. Each vendor shall also have a list of other farmer name and produce being sold.
7. Vendors shall be responsible for the cleanup of their tent area, public trash in and around their tents, and removal of all thrash around their tents from the premises. If a vendor is found to leave their area with trash, a disposal fee shall be charged.
8. Vendors shall have on hand or displayed any documents/permits required by KCFB, HDOA, HDOH and any other agency to comply with the selling of produce, manufactured items, and/or foods necessary to meet inspection requirements.

Set-up Requirements:

1. Vehicles and tents shall not be permitted on the Market premises before 1:00 pm unless the on-site Market Support is available and allows access to the premises.
2. Set-up is from 1:30 to 2:30 pm.
3. Vendor may unload in front of their assigned booth space and park or park behind the vendor assigned booth space provided it does not infringe on another vendor stall or parked in an unsafe manner and shall adhere to the safe distance between tents.
4. Vendor's vehicle shall fit within the allotted booth space or parked parallel to the curb in the rear of the assigned stall.

Safety Requirements:

1. No vehicles shall be allowed in the market premises from 3:00 - 5:30 pm.
2. Any vendor arriving after 2:30 pm shall not be allowed to drive into the market premises. If any vendor drives into the premises after 2:30 pm, the vendor shall be suspended from the Market that day and a warning shall be issued to the vendor.
3. Vendors shall be aware of surrounding activities especially where there maybe safety issues.
4. Vendors shall promptly report any violations of safety requirements to the on-site Market Manager. The Market Manager shall enforce any safety requirements to protect the public and vendors.

Market Manager:

5. In case of emergency, the Market Manager shall execute the KCFB Emergency Plan.
6. The vendor who is involved or witness any accident/incidents/altercation(s) with other vendors or the public shall immediately notify the Market Manager.

Market End of Market Requirements:

1. Vendors shall not have any vehicular movement within the market premises or leave the market premises prior to 5:30 pm. The only exception is for reported emergencies.
2. Vendors shall also not bring vehicles on to the market site until the Market Manager clears the market premises of customers.

Items for Sale Requirements:

1. Vendor shall sell only items listed on their original or amended application. This includes any special event(s) sponsored by KCFB and/or KGC.
2. If a vendor is not cleared prior to selling all items not on their original or amended application, the vendor shall be asked to remove such items by the Market Manager or the KCFB Market representative. The vendor shall be issued a verbal warning the day of the violation. If the vendor continues to bring unauthorized items, the Market manager shall proceed with the next steps which may lead to the suspension or to terminate the agreement with the vendor.

Other Market Restrictions:

1. No dogs shall be allowed at the Market except for dogs with legitimate certifications unless allowed by the venue.
2. No Styrofoam and/or plastic container(a) shall be used at the Market.
3. Vendor's rubbish shall be taken off premises by the vendor for disposal. Vendors depositing their trash on-site shall be given a warning and continued violation may lead to further disciplinary actions.
4. Vendors shall notify the Market Manager at least forty-eight (48) of their non-attendance prior to the Market.
5. Vendors shall pay the market fees and provide the market receipts to the Market Manager at the end of each Market. Failure to pay a vendor fee for more than two (2) times regardless of the reported lateness shall result in a month's suspension from the Market.
6. Vendors shall report directly to the KCFB Market Manager of market problems and/or issues for resolution.

Reference KCFB Market Manual

Any rules and/or regulations not prescribed herein, but specified within the KCFB Market Manual shall be followed. COVID-19 guidelines supersede the Market Manual rules and regulations as it applies to the health, safety, and the welfare of the community/public and the vendors.



Market Manager:

**EXHIBIT B
Pau Hana Monday Market
Participant Waiver and Release of Liability**

I, _____, in consideration of my participation in the "Pau Hana Monday Market" being administered, or operated by **Kauai County Farm Bureau at Kukui Grove Center** do hereby release and forever discharge **Kukui Grove Center Investment Group Inc, Heitman Capital Management LLC; Jones Lang LaSalle Americas, Inc.;** and their affiliates, parents, subsidiaries, officers, directors, agents, employees, shareholders and assigns from any and all claims, demands, causes of actions, suits, damage costs and ex penses for any and all personal injuries, loss of time, pain and suffering or property damage arising out of or occurring in connection with my participation in the tenant planned activity or event.

I recognize and acknowledge that my participation in the program is solely at my own risk. I acknowledge that my participation in the program may expose me to risk of injury or possibly demise. I further understand that this Waiver and Release is absolute as to all claims, demands, causes or actions, suits, damages, costs and expenses which could occur while I am participating in this program except those claims or demands arising out of gross negligence of the Owner or Managing Agent, if any.

I will comply with all applicable laws and guidelines implemented by the authorities having jurisdiction where the Property is located as a result of the novel coronavirus (COVID-19) pandemic. These laws and guidelines may include, but are not limited to, the use of personal protective equipment and/or face coverings and following social distancing guidelines throughout the duration, including set up and take down.

I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT, INCLUDING THE FACT THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREE TO THE TERMS AND CONDITIONS SET FORTH.

Printed Name of Participant

Signature of Participant

Contact Phone Number

Date



Market Manager:

EXHIBIT C
KAUAI COUNTY FARM BUREAU (KCFB)
Adapted from KCFB's Kauai Community Market Waiver
Pau Hana Monday Market Waiver

THIS WAIVER made on _____ day of _____, 20_____, by and between the Kauai County Farm Bureau/Kukui Grove Center and _____, (hereinafter referred to as "Applicant").

WHEREAS, KCFB is responsible for the planning, promoting and implementing the KCFB/KGC's Pau Hana Monday Market each Monday in the designated parking area on the premises of the Kukui Grove Center from 3:00 until 5:30 pm.

LIABILITY AND INDEMNITY. KCFB operates and manages the KCFB/KGC Pau Hana Monday Market assumes no risk by the acceptance of this Waiver, The Applicant expressly releases KCFB as the operator of the KCFB/KGC Pau Hana Monday Market, its directors, officers, contractors and representatives of and from all liability for any damage, injury or loss to any person or property which may arise from the performance, by the Applicant and/or the Applicant's attending party.

The Applicant further agrees to hold and save the KCFB who operates the KCFB/KGC Pau Hana Monday Market, its directors, officers, contractors and representatives harmless of and from any loss or damage by reason thereof.

KCFB operates of the KCFB/KGC Pau Hana Monday Market, its directors, officers, contractors and representatives assume no responsibility whatsoever for any property brought onto the Market grounds and is hereby expressly released and discharged from all liability from any property loss.

KCFB as operators of the KCFB/KGC Pau Hana Monday Market, any of its directors, officers, contractors and representative shall not be responsible for any loss, injury, or damage, which may occur to the Applicant or the Applicant's property, arising from any cause whatsoever, prior to, during and after the KCFB/KGC Pau Hana Monday Markets.

The Applicant, by signing this Waiver, expressly understands that it releases the KCFB who operates the KCFB/KGC Pau Hana Monday Market, its directors, officers, contractors and representatives and agrees to indemnify them against all claims and actions for personal injury, death and property damages arising from or resulting from or in any way connected with the performance, by the Applicant, of its rights, duties and obligations.

The Applicant shall name the respective KCFB as operators of the KCFB/KGC Pau Hana Monday Market as Additional Insured on Applicant's General Liability Policy and the Vendor shall furnish a Certificate of Insurance showing such coverage to KCFB/KCFMC.

The Applicant shall name the respective Kukui Grove Center as the facility owner as Additional Insured on the Applicant's General Liability Policy and the Applicant shall furnish a Certificate of Insurance showing such coverage to KCFB and the Kukui Grove Center.



Market Manager:

The Applicant shall have on-site all documents ready for inspection by the Market Manager, KCFB Market representative and/or any County, State or Federal inspectors.

The Applicant shall, in addition, reimburse KCFB operators of the KCFB/KGC Pau Hana Monday Market for all its costs and expenses, including reasonable attorneys' fees, incurred or imposed about the defense of any such claims.

1. ADDENDUMS: KCFB shall provide the Applicant with addendums to this agreement. All Addendums shall be incorporated into this agreement and waiver.
2. AUTHORITY OF UNDERSIGNED. The undersigned the Applicant acknowledges and understands this Waiver, and that the Vendor understands and agrees to abide by the terms of this Waiver.

As the undersigned Applicant is signing this Waiver, the undersigned warrants that he/she has the authority, power and legal capacity to execute this Waiver.

Print Name of Applicant

By: _____
Applicant Signature

Date: _____