



The Queen's Church
KAPA'A FIRST HAWAIIAN CHURCH
 ('Ekalesia Hawai'i Mua O Kapa'a)
 Address: 4-1325 Kūhiō Hwy.
 Kapa'a, Kaua'i, Hawai'i 96746
 Phone: (808) 822-9931
 Email: kapaafirsthawaiianchurch@gmail.com
 Website: kfhc.org

FACILITY USE - BUSINESS CONTRACT

Name: _____

Business Name: _____

Hawaii General Excise Tax Number: _____
 (Attach copy/proof of active Hawaii General Excise Tax)

Mailing Address: _____

City/State: _____ Zip: _____

Phone (s): Cell: _____ Home: _____

Email: _____

Insurance Carrier: _____ Policy#: _____
 (Attach copy/proof of active Liability Insurance card.)

RULES AND REGULATIONS FOR FACILITY USE BUSINESS CONTRACT

1. Each business and their designated staff desiring use of Kapa'a First Hawaiian church (KFHC) facilities agrees to the following terms:

Business /Contact Person:

- a. must sign this Facility Use Business Contract, Vendor Agreement, General Waiver & Release Form, any Amendments and agree to the rules and procedures guiding the use of the facilities.
- b. will be notified when there is a need to make changes in scheduling or if there are any problems.
- c. will contact KFHC by telephone or email to advise of any problems or unexpected changes to this Facility Use Business Contract.
- e. will submit current copy of State of Hawaii Department of Health Permanent Food Establishment Permit with this application and post permit on Food Truck or in Food Tent.

2. Facility Use is approved for the following: (areas initialed and approved when signing)

Parking area on Kuhio Hwy. X

Restrooms VENDORS ONLY

(NO shower privileges. KFHC is NOT a Public Restroom Facility. Restroom usage is monitored. General public patrons are referred to County Parks & Kapa'a Business Association approved facilities.)

3. There will be **NO SMOKING, NO CONSUMPTION OF ALCOHOLIC BEVERAGES, NO ILLEGAL DRUGS**, no loud music on church campus. Please respect our church. PLEASE REPORT ANY NOTICED ACTIVITY TO FOOD COORDINATOR.
4. **NO FLIERS, POSTERS, OR SIGNS** may be posted on the walls without permission of the church office. No politically oriented postings.
5. As applicable, each Business/Contact will ensure that your area is cleared of trash and any other items. Trash must be taken off the premises (Do Not place in KFHC trash bins). It is necessary to monitor for infractions. Any damages will be assessed and repaired by Business entity. Any infractions of rules or any damage to property may prevent future usage. (Penalty period determined by Facility Use management).
6. Statement of Intent: The KFHC wishes to have its facilities available to the community. At the same time, KFHC is charged with being stewards of KFHC facilities. KFHC may impose rules that are more restrictive than other businesses and agencies. We look forward to a cooperative, positive venture with all parties.
7. Payment: **Payments for M-F, 1st & 3rd Sat must be submitted to the Church Secretary/Office by Monday at noon, A WEEK PRIOR to start date. Payments for Gift Fairs only are due by Friday at noon, a WEEK PRIOR to the Fair.** You can pay a week or a month at a time. ***If you do not meet the payment deadline, you may not set up your food truck. If you pay ahead and do not show, your payment will be forfeited and not credited to a following date.***
Weekly payment _____ Monthly Payment _____

The undersigned Business/Contact Person (and those who utilize facilities along with Business) agrees to the following terms for participation in Facility Use Business Contract at Kapa'a First Hawaiian Church:

Items Being Sold: _____
Designated Activity: Food Vendor or Food Truck Vendor
Anticipated Date(s) of Activity: M-F (10AM-6PM), 1st & 3rd Sat (during hours of operation -see below)
Designated time of Activity: 1st Sat: 9am-9:00pm Jan-Dec, 3rd Sat: 9am-5pm Nov-Mar, 3rd Sat: 9am-7pm Apr-Oct
Fee structure for 2023 year: Per vendor per day \$50 M-F, 1st & 3rd Sat. (open to annual evaluation)

Each Business will complete all registration forms prior to active participation at the KFHC facility: These forms include: (1) Facility Use Business Contract, (2) General Waiver and Release Form, (3) Food Vendor Agreement. Record keeping and cash payment receipts between KFHC and Business will follow established format and will be monitored by both KFHC representative and Business representative.

Business/Contact Person

Date

KFHC Board of Trustees Chairperson

Date



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General Waiver and Release Form

I, _____, HEREBY WAIVE AND RELEASE Kapa`a First Hawaiian Church Members and its Officers from ALL LIABILITY for claims for damages, injuries, and death sustained to me or my property. I assume any risk, and take full responsibility and waive any and all claims of personal injury, including bodily injury, damage to personal property, and death relating to all activities associated with Kapa`a First Hawaiian Church, including but not limited to using the facilities and its equipment.

I have read and fully agree to the terms of this waiver and release. I confirm by signing this waiver and release I have given up considered future rights. My signature is proof of my intention to execute a complete waiver and release of all liability to the full extent of the law.

I declare that the foregoing is true and correct.

Signature

Date

Print Name