

# Waikoloa Community Market Policies

Waikoloa Community Market creates a community gathering place while showcasing the diversity of our creative community as makers, growers, artisans and vendors.

**Ownership/Management** - Waikoloa Community Market LLC (herein the Market) is a Limited Liability Company organized in the State of Hawaii.

**Market Hours** – The Waikoloa Community Market will operate on the first Saturday of each month, from 9am-1pm.

**Market Setup, Breakdown and Cleanup** – Setup for the Waikoloa Community Market may begin at 7:30am and vendors will need to be completely ready for the market to open by 9:00am. Breakdown will begin NO EARLIER than 1:00pm and vendors need to be off premises by 2:00pm. If inclement weather, vendors may breakdown early at management instruction.

**Loading and Unloading Instructions** – Per Market instruction as the site layout may change.

**Vendors and attendee parking** – Vendor parking is per Market instructions as site layout may change.

## Location and Vendor Operation

A. The Waikoloa Community Market is located at the Waikoloa Stables, 68-1936 Waikoloa Rd, Waikoloa Village, HI. Operating hours are from 9:00 am to 1:00 pm on the first Saturday of each month throughout the year.

B. The Market is open rain, wind, or shine. In the case of severe weather being predicted for Market Day, Vendors will be contacted a head of time to determine whether the Market will be open or closed.

C. Vendor set-up may begin as early as 7:30 am. Vehicles must be unloaded and moved to vendor parking and booth set up MUST be completed by 9:00 am.

D. Official opening is at 9:00 am. Vendors may not leave or commence breakdown prior to Market closure at 1:00 pm unless prior approval has been obtained from the Market Manager, or inclement weather creates unsafe conditions. Vehicles are not allowed in the vending area prior to Market closure. In the case of an emergency, Vendors are expected to notify the Market Manager as quickly as possible.

E. After Market closure, Vendors must be loaded up, the area cleaned up, and off-site by 2:00 pm unless other arrangements are made with Market Manager. There is absolutely NO dumping of cooking oils. Vendors are to report any spills to the Market Manager so we can address cleanup.

## Application Process and Admissions Criteria

The Waikoloa Community Market has the capacity for up to 40 Vendors. Waikoloa Community Market will determine the ideal Vendor selection and layout of the booths taking into consideration Vendor type, customer capacity, fire code, etc. Due to these numerous variables, Vendors may not receive their first choice of booth location.

A. Vendor selection will be based on all applications received prior to the date of space availability. Ongoing submission of applications will be accepted and will be considered complete only when all documents listed below have been received:

- Signed and completed Vendor Application
- Signed “General Agreement” form (attached)
- Copy of required food permits, proof of certifications, or other documentation relevant to your product.

**\* Your vendor fee paid in full.**

B. In evaluating new Vendors, the Waikoloa Community Market will give first preference to those that are Waikoloa Village community residents.

### **Vendor Booths**

It is our goal to grow a great Market with committed Vendors and loyal customers. Committed attendance every month shall have precedence over other Vendors for booth location and possible other future Market amenities.

**Guest Booth** - Those who represent non-profit, health, education or environmental organizations, community groups, business associations, or other groups that may benefit the Market or greater community, included in this category are youth booths. We have also reached out to youth clubs and have offered the Market as a place for them to perform community service projects.

**Community Booth** – This booth will offer space at a discounted rate for a variety of vendors with limited products, such as excess backyard produce, new product test marketing, or other ideas. Acceptance to vend at this booth will be on a case-by-case basis approved by the Market Manager.

**Waikoloa Community Market Booth** – This is the Market Manager's booth. There will be a variety of activities happening at this booth including Market merchandise, Bread tent, Produce sales, Market information, volunteer coordination, and more.

### **Vendor Booth -**

A. Each Vendor will have space for a 10'x10' pop-up tent canopy, or the equivalent. Vendors desiring more space should discuss their needs with the Market Manager; if approved, additional charges will apply. Space adjustments may be made at the discretion of the Market Manager as necessary and regardless of vendor type.

B. All displays should be neat, tasteful and professional. Vendors are responsible for purchasing and maintaining their own tent canopies with weights of 40lbs per tent leg, tables, and signage. **Tents MUST be in good repair and be sufficiently weighted and secured with at least 40 pounds per leg and at least 50 pounds for umbrellas.** Examples of sufficient and safe weights include buckets filled with cement or water with a secured lid and tied to each corner of the tent with a rope or bungee. The Market is not liable for any damage incurred to these structures, or damage and injury incurred from an improperly secured tent or canopy. A clear walkway must be maintained, and signs and sandwich boards must be placed so not to be a trip hazard. The Market reserves the right to move signage to address safety concerns.

C. Space may not be sub-leased or transferred from one Vendor to another Vendor without prior approval of management.

D. The goal of the Market is to minimize waste creation and disposal. Trash bags and bins for samples or any disposal items from hot food/food trucks is the responsibility of the individual Vendor. **Food and cooking vendors must not dump grease or liquids on the ground. If there is a spill, please notify the Market Manager.**

E. Any vendors cooking food onsite will be required to have a class F fire extinguisher (one capable of putting out grease and oil fires) at their booth.

### **Sharing Booths**

A total of two vendors may share a booth. Such an agreement must be approved by the Market Manager prior to Market Day.

### **Vendor Fees**

- **\$35 Per market**
- **For double tents or more space contact the Market Manager**

Fees are payable no later than the 20th of the month prior to the upcoming Market. A late fee of \$10 per week will be incurred if booth fees are not paid in a timely manner. New Vendors coming on will secure their space by

providing the completed package and vendor fee. No refunds will be issued for sudden missed Market without prior notice, (unless inclement weather cancels the market) or for permanent withdrawal, suspension, or removal from the Market. The Market requires 72-hour notice of cancellation.

#### **Vendor's children and minors at the market**

Vendor's children and minors are allowed at the Market as long as they are always supervised. This is VERY important with the Market being at the Waikoloa Stables property as interaction with horses is strictly prohibited. All minors attending the market with Vendors must be listed on this release form.

#### **Facilities**

Electricity is the responsibility of each Vendor as there is not access to electricity at the Market location. Generators may not be obtrusively loud. Bathroom facilities are provided.

#### **Products**

Items offered for sale must be tasteful and good quality. No illegal products will be allowed. Waikoloa Community Market Manager reserves the right to approve all products to be sold at the Market.

#### **Permitting**

A. All Vendors selling processed food items (including, but not limited to, baked, cooked, chopped, smoked, dried, preserved, and pickled) described as potentially hazardous foods (PHF) must have a current Temporary Food Establishment Permit (TFEP), available from the Hawaii State Department of Health. All food items must be properly protected against contamination. Food Vendors need to follow the Department of Health Safety Handling Plan.

B. A copy of the current Mobile Food Establishment Permit, a Temporary Food Establishment Permit, or Commercial Kitchen Permit must be displayed in the Vendor's booth at all times and should be submitted to the Market Manager each time it is renewed. Failing to have Health Department Permits in order may result in a Vendor's removal from the Market. Cooking Vendors using cooking tents must have a fire-resistant tent certificate and have extinguishers in their booth, per Hawaii County Fire Department requirements.

C. Homemade food products shall follow the HAWAII ADMINISTRATIVE RULES TITLE 11 DEPARTMENT OF HEALTH CHAPTER 50 FOOD SAFETY CODE section 50-106

D. Scales shall be appropriately calibrated and are subject to being checked by the Market Manager.

#### **Signage and Display**

All Vendors must display signs that show their business name in a prominent manner at each Market. Please take care to weigh down and/or securely affix any signage. Signs and sandwich boards must be placed so **not** to be a trip hazard. All displays should be neat and tasteful. Cardboard boxes and bins used for storage should be out of site and tucked away. A professional appearance and booth aesthetic is expected.

#### **Market Safety and Insurance**

It is the responsibility of each Vendor to establish and maintain safe conditions in and around his/her booth. Care should be taken to avoid sharp corners, tripping hazards, leaving items on the ground, and other potentially dangerous situations. While the decision to obtain liability insurance, both for the Vendor's booth space and product(s), is one that is left to each individual Vendor, Waikoloa Community Market, strongly recommends that all Vendors, and especially Vendors of food items, carry this kind of insurance. Waikoloa Community Market reserves the right to amend the insurance requirements with advance notice to the Vendor.

#### **Absences**

To encourage continuity for customers and offer space to waitlist Vendors, returning Vendors should notify the Market Manager 20 days prior to the Market if they are going to be absent. If absent, the Vendor's space may be assigned to another Vendor. Returning Vendors may not miss more than two markets in a row. These absences result in termination from the Market to allow new Vendors the opportunity to use the space. Vendors will not be refunded booth fees outside of these allowances. While we understand that some absences are unavoidable, we strongly encourage Vendors to do their best to be present every month or have an informed substitute person run their booth on their behalf. Consistency and good customer service are essential to the success of the Waikoloa Community Market as a whole.

### **Market Etiquette**

As an all ages and community-oriented event, Vendors should be considerate of how their behavior affects the atmosphere of the Market. Cooperation and peaceful problem resolution will contribute to everyone's sales and an enjoyable Market Day. Any hostility towards other Vendors, customers or volunteers will be taken seriously by the Market Manager. Shirts and footwear are expected for sales representatives.

### **Compliance with Waikoloa Community Market Policies**

The submitting of an application to the Waikoloa Community Market serves as the Vendor's agreement to abide by the Rules of the Market. Infractions of the Rules will be grounds for warnings or suspension from the Market. One verbal and one written warning will be issued before a suspension will be considered. At the discretion of the Market Manager, when an infraction poses immediate jeopardy to the health or safety of a customer, another Vendor, Market management or the overall Market, the Manager may call for immediate suspension from the Market.

### **Complaints**

Complaints relating to the Waikoloa Community Market may be addressed in writing to the Market Manager. We request that complaints are brought forth in a diplomatic way so that the issue can be resolved amicably. Complaints against another Vendor will be investigated by the Market Manager.

**Waikoloa Community Market does not participate in the Supplemental Nutrition Assistance Program (SNAP) and Electronic Benefits Transfer (EBT) Program at this time.**

**Vendors are not allowed to bring pets to the market.**

# Waikoloa Community Market Vendor General Agreement

(Please detach this sheet and return with Vendor Application)

By signing below, I acknowledge that:

- I have received, read, understood and agree to abide by the rules set forth in the above Vendor Information and Policies.
- I have informed all my personnel of Waikoloa Community Market policies and will inform all new personnel that work at my booth.
- I agree to indemnify and hold harmless Waikoloa Community Market against all liabilities, claims, demands, losses, damages, levies and causes of action or suits of any nature whatsoever, arising out of or related to my activities or products sold at this Market.
- I give my permission to allow Waikoloa Community Market to use my name and photo, as well as my social media images in any promotional materials.
- Management reserves the right to have final approval on all matters concerning the management of the Market.

Signature Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Please return this signed Waikoloa Community Market Vendor General Agreement to [waikoloacm@gmail.com](mailto:waikoloacm@gmail.com)**