

## Kauai County Farm Bureau

Affiliated with Hawaii Farm Bureau Federation

P.O. Box 3895 • Lihue HI 96766-6895

808-337-9944 (phone/fax) 808-652-3217 (cell)

[kcfb@hawaiiantel.net](mailto:kcfb@hawaiiantel.net)

*The Voice of Kauai's Agriculture*



## Kukui`ula Village

SHOP DINE ART

2829 Ala Kalanikaumaka

808-745-9545/808-742-9541 fax

[vlovesy@kukuiula.com](mailto:vlovesy@kukuiula.com)

### KUKUI`ULA VILLAGE CULINARY MARKET FARMERS' MARKETS VENDOR INFORMATION

The Kauai County Farm Bureau and Kukui`ula Village Shopping Center are the hosts of the Culinary Market to be held Wednesdays from **4:00pm to 6:00pm** in the front valet area and throughout the shopping center (from Living Foods Market to Quiksilver). The Hawaii Farm Bureau Federation is the sponsor of this farmers' markets for Hawaii grown and produced food products across the state.

#### FARMERS' MARKET POLICY

The principal goal of this market and other HFBF Markets statewide is to support local agriculture by providing a venue for farmers on Kauai and in the state of Hawaii to sell their food products and flowers. The following rules guide the operation of the markets:

***The owner of the business is herein referred to as the vendor.***

- A vendor will support the goals and purposes of HFBF and not act in a manner that is injurious to such goals and purposes and the best interest of HFBF.
- Absolutely no mainland produce or flowers will be allowed for sale.
- A vendor who sells products from other farmers should have documentation (invoice, bill of sale) that these items were bought from another Hawaii farmer. The vendor should also be familiar with the name, location, farm practices and other information pertinent to the farmers they represent. Proof of Hawaii origin should be available to market management upon request.
- Farmers, the actual growers, are given top priority when it comes to participation and positioning.
- All packaged, processed and value added food products must be made in Hawaii in a certified commercial kitchen. As the goal of the market is to promote Hawaii agriculture, Hawaii grown ingredients should be incorporated into the product whenever possible; the greater the percentage of Hawaii grown ingredients used in ready to eat food products may determine a vendor's participation in the markets. Only packaged food will be permitted, no edible prepared food or beverages will be permitted.
- When space in the markets is at a premium, priority will be given to farmers.
- While the focus is on Kauai Grown products, Hawaii Grown products will be accepted for Farm Bureau members if all other requirements are met.
- Competitive vendors will be allowed into the market at the discretion of the market manager and on a space available basis.

**ATTENDANCE:** Consistency and customer service are essential for the success of the farmers' market. We are requesting participants to commit their time on a weekly basis. The farmers' market exists to not only sell Hawaii grown food products and flowers, but to promote the message to "buy locally grown" so we ask that a manager be present who can talk to the consumer about your farm or ranch.

With prior approval from market management, a vendor may modify the monthly schedule. For example, once a month, every other week, the first and third week of each month, etc. It is required that the vendor be present at the farmers' market on their scheduled day. The vendor is required to be present a minimum of once a month.

**START TIME:** Market hours are between 4:00pm and 6:00pm, Wednesdays. Setup begins 1 hour before the opening of the market (3:00 p.m.). Your table area will need to be set up and ready for sales 20 minutes before start of the market.

**VEHICLES AND TRAFFIC:** A vendor may leave a vehicle parallel to the curb to unload and then the vehicle must be parked in the assigned parking area, as directed by the market manager. No vehicular traffic is allowed in the sales area for pedestrian safety.

**SPACE, SETUP AND EQUIPMENT:** Vendors will be provided with one 6' – Hawaiian draped table (front placement) and must provide their own additional tables, tents and equipment. Tents (or umbrellas?) should fit within the space allotted and should be set up with weights on each post to keep tents stable in the wind, You will not be able to stake tents. Please have your own cash box with appropriate change, scales if necessary and any other equipment you may require. Note: Some equipment is available for rent if needed. Please contact [kcfb@hawaiiantel.net](mailto:kcfb@hawaiiantel.net) if you need assistance.

A regular “booth” or “space” is defined as a 10 x 10' space.

**SPACE ASSIGNMENTS:** Spaces are assigned by the market manager, determined by the type of products being sold. A regular vendor is generally assigned the same space each week, however, this is subject to change at the discretion of the market manager. Regular vendors will have preference in their space assignments. There will be a limited number of grower/farmer spaces that will allow a vehicle to be placed with the tables in the valet area of the center.

**SPACE FEE:** Determined by classification in one of three categories based on the type of products sold. HFBF and the market manager will determine the classification of vendors.

Tier 1: Farmers selling farm products only. These farmers must represent the farm and can only sell Hawaii grown farm products. To qualify for this group, vendors cannot be selling any value added food products.

Tier 2: Farmers selling farm products and value added products. These farmers must represent the farm and can sell Hawaii grown products and value added products.

Tier 3: Basically, any non-farmers at the market will be classified in this group. Vendors included in this group include all non-farmer packaged food vendors and non-farmers who are selling farm products.

**Vendors beginning with the launch of the market will receive a preference with discounted fees and booth placement. 2010 fees for those vendors signing up in April as part of the launch period is as follows. These represent discounted rates and may not be offered to those coming in after the launch period.**

| Weekly fees  | April – December, 2010 |   |
|--|------------------------|---|
| 1 regular space is space for one 10x10' tent*      | **\$15 (Tier 1)        | Farmers selling fresh farm products only (produce, flowers) |
|  | \$20 (Tier 2)          | Farmers selling value added or packaged food                |
|  | \$30 (Tier 3)          | Non farmers selling packaged food                           |
| Oversized booth – any sales area exceeding 10'x10' | \$25 (Tier 1)          |   |
|  | \$40 (Tier 2,3)        |   |

\*Note: Additional space will be allocated next to farmers carrying produce. Should the spatial requirements exceed a 10' x 10' sales area or the total area exceed one 5 x 14 parking spaces, then the next level will be charged.

**\*\*TRIAL SPECIAL:** For the launch period, as vendors are testing the market, we are offering a special rate of either the weekly fee, or 10% of gross whichever is lower. During this period, fees will be collected weekly at the market and the prepayment requirement will be waived.

**HFBF MEMBERSHIP:** All weekly vendors are requested to become a full voting member of the Hawaii Farm Bureau Federation if you are not already a part of the organization. Membership fees are renewed each September and are prorated throughout the year. Application information can be found at [hfbf.org](http://hfbf.org) or please ask for a membership application. Members will receive preference in terms of booth placement.

**SPACE RESERVATION & PAYMENTS:** Participating vendors must confirm their weekly space by the Monday prior to the market. Reservation is by prepayment. Please mail checks to: Kauai County Farm Bureau and mailed to KCFB at Box 3895, Lihue, HI 96766. KCFB has the right to terminate or cancel a vendor's farmers' market application/agreement if vendor fails to pay KCFB or upon consistent late payments.

Note: During the launch period where prepayment is waived, an email to [kcfb@hawaiiantel.net](mailto:kcfb@hawaiiantel.net) will constitute a space reservation.

## **ABSENCES**

Absences due to illness, injury, death, personal family matters that affect one's ability to supply produce or product and manpower for the booth, equipment failure, lack of produce or product due to weather or other natural or manmade calamity need to be reported to the market manager with at least 24-hour notice to be considered an excused absence with no penalty. All other excused absences will be granted on the discretion of the market manager.

An unexcused absence occurs when a vendor does not show up for the market on the scheduled day and provides no prior notification to market management. This "no show" is very disruptive to market operations and has a negative impact on good customer relations. The penalty for an unexcused absence will be the forfeiture of or assessment of the fee for that day.

## **CANCELLATIONS:**

- **Vendor Cancellation**

If you have prepaid for your space and decide to cancel by Monday noon, there will be no penalty. Cancellations after that will be refunded at the discretion of the market manager – if that space can be filled.

- **Farmers' Market Cancellation**

If a circumstance arises where the market needs to be cancelled, market management will announce a scheduled cancellation. Vendors will be given the information as soon as it is available.

In the event of a Civil Defense, State or Federal alert for tsunami, hurricane, terrorist attack, war or a major life-threatening or property damaging disaster, the farmers' markets will be cancelled. There will be no cancellation announcement from market management.

- **Rainy Weather Cancellation**

Vendors are expected to participate in the markets regardless of the potential for rain. Weather forecasting is not always accurate. Therefore, market management will assess the weather conditions on that day and cancel the market if it is deemed hazardous to the vendors and customers, damaging to merchandise and equipment or impacting business in a negative manner.

## **BUSINESS DOCUMENTS**

All vendors must have the following documents on file with the Kauai County Farm Bureau prior to attendance at the market:

- Copy of Application-Agreement Form and signed waiver releasing the Kauai County Farm Bureau of any liability.
- Copy of State general excise tax license.
- Proof of business liability insurance. Please name the following as additional insured:

Kauai County Farm Bureau  
Box 3895  
Lihue, HI 96766

**Kukui`ula Village LLC**, and their respective direct and indirect owners, the respective successors and assigns of each of the foregoing and the respective directors, officers, managers, trustees and trust beneficiaries, Owner.

**Colliers Monroe Friedlander Management, Inc.**, Owner's Managing Agent

**VALUE ADDED PRODUCT/PACKAGED FOOD VENDORS:** In addition to the Business Documents listed above farmers who are sampling their products to customers, must adhere to all health rules and prepare their foods in a certified commercial kitchen. Not that no food will be prepared on site for consumption on site. Any packaged food product must be sealed.

**SCALES:** Vendors using scales must have them calibrated and registered with the state. Appropriate documentation should be with you at the market.

**TRASH:** Vendors are responsible for their own trash & recycling. Please take your trash with you and clean up your area at the end of the market.

**RESTROOMS:** At the Kukui`ula Village market, restrooms are available in two designated areas of the shopping center – upstairs in Building B (across from James Hoyle) and behind Palm Palm near Bubba Burgers.

**SIGNS:** Please have a sign identifying your farm / company prominently displayed. Signs for products and prices should be legible, professional and clearly displayed. All signs referencing farming practices and methods should support the Hawaii Farm Bureau's policies and shall be approved by the market manager.

**COMMUNITY BOOTHS:** Agriculture related informational booths that adhere to policies and objectives of the Hawaii Farm Bureau's will be allowed to participate in the markets. We cannot accommodate other business, community and non-profit groups at this time.

**COMMUNICATION:** A map with space assignments and any information for the upcoming market is faxed or emailed to each vendor on Tuesday. A hard copy tip sheet is handed out to KCC shoppers each week with a list of vendors, market highlights and other information. The Tip Sheet is also available for all markets on the HFBB website: [www.hfbf.org](http://www.hfbf.org).

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## KUKUI`ULA VILLAGE CULINARY MARKET FARMERS' MARKET APPLICATION - AGREEMENT FORM

Thank you for your interest in the Culinary Market at Kukui`ula Village managed by the Kauai County Farm Bureau. Please read the enclosed information. If you would like to be a vendor, please fill out the following application. Applications will be reviewed by the market manager and committee on a space available basis.

Please sign me up as a vendor for the Kukui`ula Village Culinary Market at Kukui`ula Village in Po`ipu, Wednesdays 3:00p.m. – 6:00p.m. I will need the following space for the Kukui`ula Culinary Market:

\_\_\_\_\_ One booth space      \_\_\_\_\_ Two booth spaces

Name \_\_\_\_\_

Company name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_, Hawaii Zip Code \_\_\_\_\_

Best way to reach me is: \_\_\_\_\_ Phone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_ email

Business Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Web site: \_\_\_\_\_

I will be selling the following items (give as much detail on use of local products...can also attach materials):

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

### AGREEMENT (Application is not complete unless signed below.):

I understand that the Kauai County Farm Bureau reserves the right to cancel this application/agreement, with or without cause, at any time.

I have read the contents of "Farmers' Market Vendor Information," which is incorporated herein by reference, and agree to the terms set forth.

The Kauai County Farm Bureau has the right to terminate this application/agreement if I do not abide by the rules and requirements set forth in "Farmers' Market Vendor Information," or if I conduct myself in a manner that is injurious to the best interest of Kauai County Farm Bureau and its purposes.

\_\_\_\_\_  
Print Name of authorized individual representing vendor

\_\_\_\_\_  
Signature and Date

#### FOR KCFB USE ONLY

Based on reviewed products to be sold, vendor category is determined to be:      Tier 1      Tier 2      Tier 3

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### FARMERS' MARKET WAIVER

THIS WAIVER made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the KAUAI COUNTY FARM BUREAU (hereinafter referred to as "FARMERS' MARKET"), and \_\_\_\_\_, (hereinafter referred to as "PARTICIPANT").

WHEREAS, Farmers' Market is engaged in the planning, promotion and production of the Wednesday Culinary/Farmers' Market to be held at Kukui`ula Village on Wednesdays from 3:00 p.m. to 6:00 p.m.

**LIABILITY AND INDEMNITY.** Farmers' Market and Kukui`ula Village assumes no risk; and by acceptance of this Waiver, Participant expressly releases Farmers' Market and Kukui`ula Village, its directors, officers, staff, employees and representatives of and from any and all liability for any damage, injury or loss to any person or property which may arise from the performance, by Participant, and agrees to hold and save Farmers' Market and Kukui`ula Village, its directors, officers, staff, employees and representatives harmless of and from any loss or damage by reason thereof. Farmers' Market and Kukui`ula Village, its directors, officers, staff, employees and representatives assume no responsibility whatsoever for any property brought onto the Market Grounds, and is hereby expressly released and discharged from any and all liability from any property loss.

Farmers' Market and Kukui`ula Village, any of its directors, officers, staff, employees and representative shall not be responsible for any loss, injury, or damage, which may occur to Participant or its property, arising from any cause whatsoever, prior to, during and subsequent to the Wednesday Culinary/Farmers' Market.

Participant, by signing this Waiver, expressly understands that it releases Farmers' Market and Kukui`ula Village, its directors, officers, staff, employees and representatives and agrees to indemnify them against any and 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 Participant, of its rights, duties and obligations.

Participant shall, in addition, reimburse Farmers' Market and Kukui`ula Village for all its costs and expenses, including reasonable attorneys' fees, incurred or imposed in connection with the defense of any such claims.

1. **AMENDMENTS.** This Waiver shall not be amended or modified except by an instrument signed by all parties, hereto.
2. **AUTHORITY OF UNDERSIGNED.** The undersigned Participant acknowledges and understands this Waiver is being signed by Participant entering on the Market Grounds pursuant to the performance, by Participant of its right, duties and obligations under this Agreement, and that Participant understands and agrees to abide by the terms of this Waiver.

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

\_\_\_\_\_  
Print Name of Participant

By: \_\_\_\_\_  
Signature

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

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

Day phone: \_\_\_\_\_

Evening phone: \_\_\_\_\_