# Kauai County Farm Bureau (KCFB)

## UH College of Tropical Agriculture & Human Resources/ Cooperative Extension Services (CTAHR) & County of Kauai (COK)

# 2023 AGRICULTURAL FESTIVAL Due Date - April 08, 2023 (NO LATE ENTRIES)

Event Dates: June 17-18, 2023 (Saturday - Sunday)

Event Times: Saturday 12:00 (noon) – 6:00 pm

Sunday 10:00 am - 5:00 pm

Event Location: Vidinha Stadium Soccer Field and paved Parking Area

Name of Orga	Name of Organization/Business:						
Mailing Addre	ss:		City:		State:	Zip:	
E-mail:			Website	Website:			
Contact Name	(print):		Contact	Contact #:			
Number of Day	s participating: (che	ck day/days)	Saturday:	Saturday: Sunday:			
Description of Produce/Product/Service/Activities to be Provided: (For food sales see addendum/attach page(s) for additional information)  Describe Special Needs: (examples – space for generator(s)/ ADA parking/ etc.)							
Affiliation with Farm Bureau (Mark appropriate affiliations):							
KCFB Member	KCFB Marketers	KCC Affiliates	Kauai Grown	UH/CTAHR	4H	USDA/Govt	
AG Org	AG Schools/Clubs	AG Non-Profit	AG Business	Food Providers	AG Others:		

	Participant Description (Those using their own tent, specify your tent/truck dimensions)	Own Tent (Flat Fee)	Amount/ (adjusted)			
1	Event Sponsor (Sponsorship benefits negotiable - tent space, advertising (radio, ad, etc.)					
2	Ag Organizations (Tent dimensions):	\$100.00				
3	Ag Businesses (Tent dimensions):	\$100.00				
4	KCFB Members (Tent dimensions):	\$50.00				
5	Non-profits (Tent dimensions):	\$50.00				
6	Government (Tent dimensions):	\$50.00				
7	Schools/Associated Clubs (Tent dimensions):	\$25.00				
8	Food Trucks/Tents (Tent/Truck specify dimensions/ see Addendum #2 for details):	\$250.00/day or \$500/2 days				
9	Ag Others (Tent specify dimensions):	\$100.00				

	Additional Fees	Costs	Quantity	Amount
1	Rental Benches	\$3/bench		
2	Rental Luau Tables (L8' x W27" x H29")	\$7/table		
3	No Liability Insurance (Purchase KCFB insurance coverage)	\$100.00		
4	Entrance Passes	\$5/pass		

Total Amount: Make check payable to KCFB Agricultural Festival:	
(Any check(s) returned by the bank will be assessed a separate \$50.00 processing fee)	

#### **EVENT REGISTRATION INFORMATION**

Registration due April 08, 2023 (Late registrations will not be accepted)

A complete registration form with payment includes attached copies of current:

- 1) General Excise Tax Certificate, 2) Certificate of Insurance or payment for insurance coverage,
- 3) driver's license, 4) current vehicle insurance (if using vehicle at the event), and 5) State of Hawaii Department of Health's Temporary Food Permit (if applicable). Registration form and attachments should be postmarked no later than April 08, 2023 and sent to:

Kauai County Farm Bureau c/o 2023 Agricultural Festival P.O. Box 3895 Lihue, HI 96766

If you decide not participate, registration cancellation needs to be made before **April 21, 2023**, otherwise registration fees will be forfeited. Any checks returned by the bank due to insufficient funds or other bank processes shall be assessed a separate \$50 processing fee by KCFB.

No one shall be allowed to participate in our event without a completed, accepted registration form and paid registration fee prior to the Festival. Each accepted Registrant shall be provided a map and an assigned location for their tent/truck by **June 2, 2023**. Registrant shall not change their assigned location once the assignment is provided to the Registrant. Therefore, the registration form should contain all pertinent requirements of the Registrant.

Registrants shall be responsible to provide their own tent/truck, table(s), chairs/benches unless specified on the registration form and paid fees. Personal tents exceeding 12'x12' feet may be assessed an additional space fee. Registrants are responsible for securing personal tents (weights, sand bags, water buckets, etc.), equipment, supplies, personal belongings before, during and after the event regardless of the weather and/or other conditions/factors unless the event is canceled.

Each Registrant shall have during the entire festival event, all documents to meet the health and safety requirements of KCFB, the County of Kauai, HDOA, HDOT, HDOH and any applicable federal rules/regulations.

Registrants are responsible to remove and clear all waste in and around their assigned tent/truck area. A cleaning fee of \$100.00 shall be assessed after the event, if cleaning or clearing of your assigned area is required. Registrants shall not dispose of any waste products within or near the festival ground(s).

#### **Event Schedule:**

Registrant's tent assignment: To be sent via e-mail by June 3, 2023.

Early Setup (June 16, 2023/ Friday): 2:00-6:00 pm (Registrants shall be responsible to secure their personal items including tents/trucks.)

No in-ground stakes or other forms of in-ground securing of tents are allowed due to underground irrigation pipes.

Security to be provided from June 14, 2023: 6:00 pm to June 21, 2023 to 2:30 pm.

Event Day #1 <u>setup</u> (June 17, 2023): 8:00 am - 11:00 am Event Day #2 <u>setup</u> (June 18, 2023): 7:00 am – 9:00 am

(No vehicles shall be allowed for unloading or be on the field after 11:00 am on Saturday and 9:00 am on Sunday)

Event Times: Day #1 (June 17,2023/Saturday): 12:00 (noon) – 6:00 pm

Day #2 (June 18,2023/Sunday): 10:00 am - 5:00 pm

(No vehicles will be allowed on the field during the event. For emergencies, please contact the KCFB's Security (808-654-1547) located by the Entrance Gate.)

Event Clean-up Day #1 (June 17,2023): 6:30 – 7:30 pm Event Clean-up Day #2 (June 18,2023): 5:30 – 6:30 pm

(All tents/trucks/waste should be out of the grounds as specified by their Registration form.)

### Agreement between KCFB and Registrant regarding the 2023 Agricultural Festival

I am the responsible agent/representative for this organization/business. I have read, fully understand, and voluntarily agree to abide by the terms and conditions seth forth by this Registration form including any Addendums.

By signing this Agreement, I understand and release the Kauai County Farm Bureau (KCFB) and its directors, volunteers, and representative of any claims and/or actions from personal injury, death, and/or personal property damages or loss resulting or arising from participating in this event. I, further, agree to release, discharge and waive any rights to sue or bring any legal suits against KCFB and/or its directors, volunteers, representatives or others assisting in this event of all actions, causes of actions, damages, claims and/or other demands from the registrant, registrant's family members, business partners and/or from any registrant's party participating in this event from personal injury, death, personal property damage(s) or loss or other claims relating to this event.

Furthermore, I shall hold harmless KCFB and its directors, volunteers and representatives of any claims; and shall be responsible for any actions, causes of actions, damages, personal injury, death and/or property damages or losses by any participants attending this event.

Any disagreements and/or not following the agreed conditions for participation herein specified, KCFB shall have the final determination in all matters, not subject to alternative dispute resolution and shall take the necessary actions to resolve the situation(s).

This Agreement including all Addendums between KCFB and the Registrant shall be governed by the laws of the State of Hawaii. Any violation of this Agreement and Addendums between KCFB and the Registrant, Registrant shall be wholly responsible for any legal actions.

Under this Agreement and its Addendums, the KCFB shall not be responsible for Registrant's personal sales or profits received by or made by Registrant under this Agreement. Registrant shall be solely responsible to report all their profits made from this Festival for the purposes of County, State and Federal tax liabilities.

In the event, the Agricultural Festival is canceled (example: natural damaging weather events) beyond the control of KCFB, KCFB will refund the registration fees. KCFB shall not be responsible for any Registrant's loss(es) or damage(s) suffered due to the cancellation of the festival.

(Print name clearly)	Signature	 Date

Photo Release:								
I agree and release any photographs, videos and/or social media taken/used as participants of this event and used by KCFB and/or KCFB's representative(s) by name in any media forms including, but not limited to websites, ads, publications, tabloids, books, magazines and social media without any								
·	_							
Print Name		Signature	Date					
•	number and brief o	description of the issue(s)/ ureau.org.	29 and leave a text message with interest(s). KCFB can also be					
		Registration Status						
Review Date:	Approved:	Disapproved:	Need more info:					
Review Comments:								
_								
Notification Date:		Truck/Tent Assigned Location:						

## Addendum #1 - Personal Tent and/or KCFB Tent Space Assignments and Dedicated Use

Registrant shall be emailed their tent/truck assignments and a location map by **June 2, 2023**. As a reminder, cancellations need to be made before **April 21, 2023**, after this date registration fees will not be returned.

Once the Registrant has been assigned their assigned location for the Festival by KCFB, the Registrant can not change their assigned tent location. Registrant shall stay within their designated and assigned 12' x 12' tent and/or truck area which includes the use of any standing displays, tables, chairs, racks, etc. Registrants may not share their assigned area with non-registered participant(s) without the prior approval from KCFB and inclusion in the Registration form.

Registrants shall maintain their tent/truck area in a clean, safe and sanitary condition. Registrants are responsible for the removal and disposal of any waste associated with their space and may not use the "public trash" receptacles.

Registrant's failure to comply by and/or to correct specified situation(s) prior to the event, during and/or after the closure of the festival grounds shall be considered a violation. KCFB, thru its authorized agent(s), reserves the right to terminate a Registrant's use of the assigned tent/truck or restrict the Registrant's operation if deemed unsafe, objectionable or violates any legal rules/regulations. Any violation of the terms of this Agreement and Addendums shall result in the immediate revocation of the Registration, loss of associated registration fees, and the removal of the Registrant's possessions from the premises.

Under the Registrant's liability insurance, the Registrant shall indemnify KCFB for any liability as a result of the Registrant's sponsored drawing(s) and/or contest(s). Registrant's drawing(s) and/or contest(s) shall notify KCFB in "Description" section of the Registration. KCFB's approval and notification shall be included in the "Registration Status" section of the Registration form.

Registrant shall defend, indemnify and hold harmless KCFB, KCFB agents, representatives, and employees, volunteers of any loss, liability suits, claims, demands and judgments. These include but not limited to property damages; personal injury or wrongful death arising from or caused by accident; conduct or product/drink/consumables sold and/or distributed by or connection with the Registrant; with any exhibit; any fire or nuisance made or suffered; or any use of occupancy of the concession premises by the Registrant or because the Registrant failed to observe, comply or perform with any/all terms, conditions, rule and/or regulation herein this Agreement/Addendum.

Registrant shall be responsible to compensate the rental company directly for any known damages to the rented tables and/or benches used during the Festival. Registrant shall also be responsible to compensate the County of Kauai for damages to the irrigation system and/or the grounds.

Before, during the event and following the event closure/clean up, the Registrant shall comply with and follow any and all KCFB policies/ procedures/ guidelines regarding health concerns, security issues, and other emergency situations. This includes any and all verbal instructions given by KCFB's authorized representative(s) in compliance with the fore mentioned rules, regulations, policies and guidelines. Compliance is necessary to ensure and to secure the health and safety of Registrants, the public and festival volunteers.

## Addendum #2 - Food Truck/Tent & Food Sales

The Kauai County Farm Bureau (KCFB) grants the Registrant under this Agreement/Addendums the right to sell approved consumables listed in the Menu portion of this Registration form during the 2023 Agricultural Festival at the Vidinha Soccer Field on June 17-18, 2023.

The purpose of the Agricultural Festival is to focus on and to feature Kauai grown produce/products. Registrants are encouraged to purchase and to use locally sourced produce, products, and ingredients for making and selling consumables.

All listed menu items shall be approved and/or adjustments made by KCFB.

\*Status = Approved (Yes)/ Disapproved (No)/ To Be Determined (TBD)

Description of Menu Item(s)	Kauai Grown Ingredients Used	Price(s)	Status*

Attach additional menu items not listed herein and supporting documents.

In compliance with the County of Kauai's Zero Waste Policy, all serving ware(s) used shall be compostable. Styrofoam and other non-compostable food serving ware and plastic utensils are prohibited for use at the Festival.

Registrant shall meet all health and safety requirements specified by KCFB, the County of Kauai, HDOA, HDOT, HDOH and any applicable federal rules/regulations at the time of Registration approval. KCFB may require proof during the registration process. Registrant shall have available all applicable documentation during the Festival which may be subject to inspections.

Once the Registrant has received their assigned truck/tent location for the Festival, the Registrant shall not change their assigned tent/truck location. However, KCFB retains the right to make necessary changes to the Registrant's assigned tent/truck during the Festival, if the Registrants assigned location is deemed a health and/or safety hazard and/or potential hazard. Registrants may not share or sell any consumables with non-registered participant(s) without the prior approval from KCFB and included within the Registration form.

Registrants shall secure and safeguard their food/products, truck/tent, equipment/tools, signage, tables, benches, accessories and assigned area for the duration of the Festival. KCFB shall not be responsible for any Registrant's losses due to fire, accident, theft, loss or injury, property damages, etc. while participating at the Festival.

Registrant shall have trash receptacles by their truck/tent and shall maintain them throughout the Festival. Registrant shall remove and dispose such trash/waste products from the field at the end of each day. Registrants shall not pour any liquids, semi-liquids, solids and/or semi-solid materials other than clean or semi-dirty water without particles on to the soccer field.

Failure on the part of the Registrant to abide with all the requirements shall constitute a violation of this signed Registration Agreement. At the discretion of KCFB, the Registrant shall forfeit truck/tent space, all registration fees and may be prohibited from future participation in KCFB sponsored events.

# FOR KCFB Official Use Only

Name of Organization/Business:							
Contact Name (print):			Contact #:				
Receive Date:				Received By:			
	Check Date	:	Check Amount: \$				
those rev	riewing):						
Approve	:	Disa	oprove:	Fu	rther Review:		
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			I				
Date:			Tent/Truck	Location	:		
Comments:							
After Event Briefing Notes:							
	those rev Approve	Check Date those reviewing): Approve:  Date:	Check Date: those reviewing): Approve:  Disal	Contact #:    Received B     Check Date:   Tent/Truck     Contact #:   Received B     Check Date:   Tent/Truck     Contact #:   Received B     Check Date:     Received B     Check Date:     Received B     Check Date:     Received B     Contact #:	Contact #:   Received By:   Check Date:   Check Date:   Check Date:   Check Date:   Check Date:   Full Disapprove:   Full Date:   Tent/Truck Location	Received By:   Check Amount: \$   those reviewing):   Disapprove:   Further Review:     Date:   Tent/Truck Location:	