

Hilo Farmers Market Vendors' License Agreement and Rules & Regulations  
REVISED 032406

The goals of the Hilo Farmers Market ("HFM") are to provide a flexible, indoor and outdoor direct marketing outlet for Big Island farmers, food producers, retailers, artisans and crafters; promote and develop sustainable organic Big Island agriculture; and provide a safe, accessible, village based market environment.

1.) HFM reserves the right to restrict or prohibit the sale of merchandise as directed by County, State or Federal enforcement agencies.

2.) HFM reserves the right to restrict or prohibit any item(s) from being sold, swapped, exchanged, or distributed at the HFM and reserves the right to revoke Vendors License at any time. HFM also reserves the right to change its license fees charged with thirty (30) day notice.

3.) No handbill, brochures, or soliciting allowed in HFM unless prior approval obtained from HFM.

4.) Vendors are required to properly dispose of all rubbish such as; string, rope, boxes, flower/produce cuttings, in and about the vendors stall area at the end of the vendors day. Do not use trash bins of other buildings. Vendors are not allowed to dispose of bulky items or boxes in the rubbish containers provided by HFM. Rubbish containers are for customers only. A fee ranging from \$5 to \$20 for excessive garbage or clean-up costs may be applied. Vendor tables and boxes left overnight shall be subject to storage fees.

5.) Vendors are not permitted to sell, distribute exchange or offer items outside of vendors' stall. All displays and inventory are to be set up as to not constitute a hazard or nuisance to the public walkways or other vendors. Each vendor agrees to keep their stalls clean and shall be responsible for any damage caused by vendor to HFM property.

6.) HFM Management reserves the right to cut, discard, take down or dismantle any item, display or structure left by vendor at the HFM. For example, rope, tarps, signs, gutters, pipes used for hanging items, etc. HFM reserves the right at any time to make alterations or additions to or build on the Premises.

7.) Vehicle maximum speed in the HFM is not to exceed 2 m.p.h. Use **EXTREME CAUTION** when entering, traveling in and exiting the market with your vehicle. ON FOOD SIDE, no vehicles will be allowed in the HFM after 5:30 am or before 3:30 pm. ON CRAFT SIDE, no vehicles in after 7:45 am or before 4:00 pm. HFM reserves the right to prohibit vehicles in the market at anytime. **SAFETY FIRST. REGRETS LAST.**

8.) Vendors selling prepared foods are required to meet Department of Health requirements, permits and fees. Contact (Curtis Takai; Health Inspector Ph: 933-0917)

9.) All fees shall be paid with cash or check made out to the "Hilo Farmers Market". Dishonored checks are subject to a \$20 Dishonored Check Fee. Fees are subject to change.

10.) In the event the HFM premises is unavailable as a result of fire, flood, wind, tsunami, government intervention, damage, or any other cause beyond the reasonable control of the HFM, the HFM shall not be

liable and shall not be obligated to indemnify or reimburse the vendor for any loss arising as a result.

11.) Pets or animals are not to be sold, given away or brought onto the HFM premises unless prior approval by HFM is given.

12.) Licensed Vendors shall pay for their stalls on or before the first market day of the month. For example, vendors are to pay for all Saturdays in January on the first Saturday of January. Wednesday vendors are to pay for all Wednesdays in January on the first Wednesday of January. Vendors who do not pay by the (3<sup>rd</sup>) third market day of the month are subject to a \$20.00 late charge, suspension or termination of Vendors' License. Vendors who do not have a stall on a regular basis (Daily Vendors), shall pay upon demand by HFM. **Daily Vendors are asked to call 933-1000 between 12:00 p.m. and 5:00 pm on Tuesday and Friday for stall(s) availability on Wednesday and Saturday respectively.** Stalls are assigned based upon stall availability and HFMs' sole discretion. HFM reserves the right to refuse service to anyone.

13.) Daily Vendors requesting to be a Licensed Vendor with a regular stall must submit their names to HFM so they can be placed on the waiting list if stalls are unavailable at the time. Criteria for assigning a regular stall are: product(s) grown or made by vendor; product(s) that bring diversity to the HFM; fair business practices and dealings; adherence to rules and regulations; and customer interaction. HFM reserves the right to refuse service to anyone.

14.) All items sold at the HFM (Produce Side) must be grown, produced, made, processed or cooked in the State of Hawaii. **No foreign grown produce / plants / flowers allowed.** HFM reserves the right to allow exceptions. ie. garlic and imported retail craft/gift items.

15.) Vendors are required to have proof of ownership of all produce that vendor sells as required by law, Chapter 145, Part II. Fines, eviction and arrest may be charged to violators.

16.) No vendor shall transfer, rent or sub-license a stall or a portion thereof to another vendor or person.

17.) **If you cannot make it to the market, please call HFM with as much advance notice as possible. Ph: 933-1000.** If HFM is notified **before 6:45 a.m. the day of the market day**, a \$5 credit shall be applied to the following months' rent. If HFM is notified **after 7:00 a.m., and / or no notice** is received, **no credit** will be given and your stall will be opened to rent out to other vendors to use **at 7:30 a.m.** that market day. **Produce Market Hours 6:00 a.m. to 4:00 p.m. Craft Market Hours 7:30 a.m. to 4:00 p.m.** No refunds

18.) Playing of music will be kept at an acceptable level so as not to offend other vendors or customers.

19.) The following articles may not be sold, exchanged and/ or offered at the HFM: produce and flowers not grown in the State of Hawaii, stolen goods / produce, firearms of any kind (real or replica), components for firearms, ammunition, explosives, fireworks, rockets, knives, swords, daggers, alcoholic beverages, tobacco, games of chance, drugs, discount coupons, hash pipes, roach clips, unlicensed tapes/cds of any kind,

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automobiles, trucks, motorcycles or any driven vehicle, petitions of any nature, items sold under the exclusive rights granted by the HFM, any product or procedure that can or may promote health problems, and any material which the management deems objectionable to family clientele. HFM reserves the right to allow exceptions.

20.) All Vendors are required to have a Hawaii General Excise Tax License

21.) No open flames, gas lanterns, incense burning or smoking are allowed under tarps.

22.) No parking of vehicles under tarps unless actively loading or unloading.

23.) Be patient, considerate and be safe while loading and unloading at the HFM.

**UNLOADING/COMING TO MARKET:**

1.) Unload boxes and tables. 2.) Park in designated parking areas(Par. 27) 3.) then set up table/stall. Please be considerate of others who need to unload BY MOVING YOUR VEHICLE as soon as practical.

**LOADING/GOING HOME:** 1.) Pack boxes up. 2.) Fold table(s) 3.) Clean area. 4.) then get your vehicle. Please do not park your vehicle in front of the market if you are not actively loading up.

24.) Vendors produce are subject to spot inspections by HFM and/or it's agents. **Vendors caught selling produce/plants grown out of state, as listed under Par. 1,2,14 or 19, and/or selling produce that is old, spoiled or unsafe for consumption and/or stolen, counterfeit, drugs, and/or indecent material shall be subject to two (2) warnings and shall be fined \$20 to \$50 for each warning. Upon the third warning; a \$100.00 fine, one (1) month suspension or termination of Vendors License and eviction from the HFM will be issued.**

25.) Lost and found items to be turned over to HFM. HFM assumes no responsibility for any items lost, stolen or damaged while on the HFM premises.

26.) No vested rights. Each grant of a Licensed stall is limited to the specific day(s) or month(s) so granted and the vendor acquires no right to the continued or repeated use of a Licensed stall. HFM reserves the right to revoke Vendors license at any time during the license period.

27.) Vendors to park in **designated parking lot areas, the Moehu Bandstand Parking Lot, or on the makai side of Kamehameha Avenue.** No parking, except for active unloading and loading, is allowed on Mamo Street, and Kamehameha Ave. fronting the HFM, the Hata Building and the Abundant Life Building.

28.) Produce/Food Vendors under the tarps are required to accept the HFM food stamp scrip unless vendors product is non-edible or not eligible under the E.B.T. Food Stamp Program. A List of eligible products is available at managers' office. All Vendors are required to turn in food stamp scrips prior to 2:00 p.m. on Market day. Vendors shall be paid in cash or check as designated by the manager. HFM reserves the right to change this policy. **Vendors shall not give any monetary change for food stamp purchases or exchange or accept HFM food stamp scrip from any**

**person other than an authorized E.B.T. food stamp card holder/user. Vendors shall not use food stamp scrips for their own use unless vendor is an authorized E.B.T. food stamp card holder/user.** ANY VIOLATION WILL BE CAUSE FOR FINES OF **\$100.00**, ONE MONTH SUSPENSION OR IMMEDIATE TERMINATION OF VENDORS LICENSE AND EVICTION FROM THE HFM.

29.) Displays, product demonstrations, and/or marketing techniques may not interfere with the normal conduct of business by other vendors.

30.) This constitutes a License Stall Agreement by the Vendor to comply with all HFM Rules and Regulations. HFM reserves the right to revoke Vendors License at any time as it deems reasonable and to evict violators. Vendors can terminate this License Stall Agreement at any time. No refunds will be given.

31.) HFM management assumes no responsibility for any item(s) lost, stolen or damaged while on the HFM premises. Vendor agrees to hold HFM harmless against any claims from vendor's use of the premises and/or injury to persons or property resulting from vendor's items sold and/or exchanged at the HFM.

32.) The HFM is open Wednesday and Saturday. Produce Market Selling hours are 6:00 am until 5:00 pm (Produce vendors set-up may begin at 2:00 am) Craft Market Selling hours are 7:30 am until 5:00pm. Vendors are required to vacate the property by 6:00 pm. Hours and days of operation are subject to change.

I understand and agree to abide by the rules and regulations set forth above and that failure to comply with these rules and regulations may result in the termination of my License and eviction from the market. I will also do my best as a vendor of the Hilo Farmers Market to promote good fellowship, honest business practices and friendly customer service.

Date Licensed:

Rent: SEE EXHIBIT A RENTAL RATE SHEET

Market: Type of Product:

Premises:

**VENDOR (print)**

Vendor Name: \_\_\_\_\_

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

Phone(ce): #: \_\_\_\_\_

Phone(b):# \_\_\_\_\_

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

Vendor Signature: \_\_\_\_\_