



**MEMORANDUM OF AGREEMENT
(MOA)**

Bellows Air Force Station
220 Tinker Road
Waimanalo, HI 96795
Phone: 808-259-4135
www.bellowsafs.com

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1. INTRODUCTION TO BELLOWS MARKETPLACE PURPOSE

Bellow Air Force Stations is dedicated and committed to work with, contribute, volunteer, and support the local communities. We are striving to help local businesses grow in a friendly and safe environment, promote locally-made products, provide education, and connect with the community.

2. POLICIES: RULES AND REGULATIONS

- a. **Applications:** May be found on line at www.bellowsafs.com/marketplace. All applications must be submitted prior to the requesting date. Payments of cash or charge only. Payments may be done in-person daily from 8 am to 6 pm at Turtle Cove Bldg. 220 or via phone at 808-259-4135.
- b. **Cancellations:** Refunds or date changes will not be issued.
- c. **Bad Weather:** Rain or shine unless deemed unsafe/hazardous per Bellows AFS. Refunds will be issued if canceled by Bellows AFS.
- d. **No Shows:** Refunds or date changes will not be issued.
- e. **Documentation: Special Event Food Establishment Permit and Food Handlers must be on site at all times.** Vendor will be subject to inspections.

3. BOOTH MANAGEMENT

- a. **Dimensions:** Each site will be no more than two (2) 10x10 tents. Each vendor is required to bring their own equipment, tables, shade tents. Shade tents must be secured. An additional 10x10 may be used for cooking.
- b. **Vehicles:** Parking will be designated by Bellows AFS.
- c. **Booth Assignments:** Designated sites will be provided. Sites will be issued based on first come, first served basis on the day of the event.
- d. **Fees and Payments:** Payments must be made in order to reserve a space.
- e. **Pets:** Vendors are not allowed to bring their pets. Only service animals are permitted.
- f. **First Aid:** Vendors must provide their own first aid kits.
- g. **Locally Grown Produce Only:** No produce or plants grown out of state shall be allowed for sale.
- h. **Alcoholic Beverages and Smoking:** No alcoholic beverages or smoking permitted.
- i. **Signage:** Vendor must have signage identifying their business. Prices for all products must be displayed and legible for customers.
- j. **Trash:** Vendors are responsible to maintain and clean their area and surroundings. Vendors are responsible for disposing their own trash, to include but not limited to coals and oil.
- k. **Taxes:** All vendors must comply with all Hawaii State, County, and Federal tax laws. Any tax violations may lead to termination of future participation.
- l. **Hours of Operation:** 9 am – 5 pm; daily.

5. CRAFT AND MERCHANDISE REQUIREMENTS

All merchandise must be locally produced; verbiage/logos in good taste - no profanity.

6. CULTURAL AND EDUCATIONAL REQUIREMENTS

No soliciting, collection of donations, or selling of goods. Booth to be used for cultural and educational experience only.

7. EMERGENCY/ACCIDENTS/INCIDENTS

a. **Contacts and POC's**

Turtle Cove: 808-259-4135 • turtlecove@bellowsafs.com
Security Forces: 808-259-4200
Emergency: 911

b. **Natural Disaster:** Follow all State and City & County rules

c. **Incident Reporting Forms:** 808-259-4200

Memorandum of Agreement will be valid for 1 year. Bellows Air Force Station reserves the right to make changes as needed but will notify vendors prior to implementation.

I _____ owner of _____
Name Company

read, understand, and will abide by the Bellows Memorandum of Agreement dated on _____.

Verified by:

TURTLE COVE STAFF



MARKETPLACE Vendor Agreement

Event Date: _____ Time: 9 am – 5 pm • Location: Bellows AFS, Tinker Rd & Kalaniana'ole Hwy

VENDOR CONTACT INFORMATION

NAME OF COMPANY: _____ CONTACT NAME (FIRST/LAST): _____

MAILING ADDRESS (CITY/STATE/ZIP): _____

CONTACT NUMBER: _____ EMAIL ADDRESS: _____

ITEM TO BE SOLD/CULTURAL-EDUCATIONAL DISPLAY TYPE

FOOD: _____

MERCHANDISE/CRAFTS: _____

CULTURAL/EDUCATIONAL: _____

APPLICATION & FEES

FOOD HANDLER PERMIT MUST BE ON SITE AT ALL TIMES

ADVANCE PAYMENT	COST	CULTURAL/EDUCATIONAL	FREE
PER DAY (MON - FRI)	\$40	SAME DAY FEE COST	
PER DAY (SAT - SUN)	\$50	PER DAY (MON - FRI)	\$50
MONTHLY (FRI ONLY)	\$100	PER DAY (SAT - SUN)	\$60
MONTHLY (SAT <u>OR</u> SUN ONLY)	\$150		
MONTHLY (SAT <u>AND</u> SUN)	\$250		

PAYMENTS

Deadline for application up to 24 hours in advance. Once the application is submitted, you will be called for payment. Credit card payments only by phone. Cash payments may be made in-person at Turtle Cove daily from 8 am – 6 pm Vendors may be issued a space once payment is made. Refunds must be requested no later than 24 hours prior to the event date.

LOCATION

Located at the intersection of Kalaniana'ole Highway and Tinker Road. No electricity, restrooms, or water available on the site. Vendor must supply their own trash bags and remove them when leaving. Set up begins at 8 am; area must be cleared out by 6 pm. Do not block the Bellows entry sign from view of the main road.

PERMISSION TO USE PHOTOGRAPH(S)

By signing this agreement, you grant to Bellows Air Force Station, its representatives, and employees the right to take photographs of you and your property in connection with the above-identified subject. You authorize Bellows Air Force Station, its assignees, and transferees to copyright, use and publish the same in print and/or electronically. You agree that Bellows Air Force Station may use such photographs with or without your name and for any lawful purpose, including, for example, publicity, illustration, advertising, and web/social media content.

COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me to participate in the activity of the Bellows Air Force Station, I hereby remit, release and forever discharge the Federal Government of the United States, the Department of Defense, and U.S. Armed Forces and their officers, agents, employees, servants and contractors from any and all liabilities, claims, suits, proceedings, debts, dues, judgments and demands whatsoever in law or equity which I may have, or which my heirs, executors, administrators or assigns can, shall or may have by reason of my injury or death and of damage to property owned or being used by me, which occurs while I am in or on DoD property, or participating in this event. I further promise never to institute, prosecute or in any way aid in the institution of prosecution of any claim, demand, action or cause of action against the United States Department of Defense or any of their agencies, employees, servants or contractors for damage, loss or injury either to person or property which shall occur while I am in or on DoD property, or participating in this event. I fully understand this document is a release of all possible claims which I might have as a result my participation in this FSS sponsored event and I have read and am aware of the terms of this release. I also acknowledge that I am fully appraised of the risks inherent in the activity of the Bellows Marketplace. I knowingly assume all risks associated with participation in this event. I also understand that NO alcohol products will be consumed during this activity.

I AGREE TO THE TERMS LISTED ON THE BELLOWES HANDBOOK AND APPLICATION FORM.

PRINTED NAME: _____

SIGNATURE: _____ DATE: _____