

# DISCOVER NORTH SHORE APPLICATION FORM

The Undersigned Company does hereby make application to participate as an exhibitor/sponsor at **DISCOVER NORTH SHORE** being held at **TURTLE BAY RESORT** on **SATURDAY NOVEMBER 16th**. HPELive is the producer of **DISCOVER NORTH SHORE**. This will be a binding contract when accepted. Acceptance of contract is reflected by payment by check or credit card for booth space.

Company Name: \_\_\_\_\_  
 Contact Name and Title: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City and State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_ Web Address: \_\_\_\_\_  
 Food Description and/or Products/Services to be Exhibited or Sold: \_\_\_\_\_

This portion of the contract must be completed. Product and services are subjected to approval by show management. Upon approval, only product and service listed may be exhibited.

SPONSOR/EXHIBIT SPACE RENTAL (√ Booth)			
Booth Space	Food	Non-Food	Amount Due
10 X 10	<input type="checkbox"/> \$100	<input type="checkbox"/> \$150	\$
<input type="checkbox"/> Sponsor Level:			\$
Subtotal			\$
HI State Tax (4.71%)			\$
Total			\$

WHAT'S INCLUDED

Each booth will include:

- 1 – Table (8ft.)
- 1 – Table Cloth
- 2 – Chairs (folding)

No electricity provided. Small generators will be allowed.

Please bring your own banners and signage.

Check (Payable to Hawaii Pacific Events) – Check #: \_\_\_\_\_  
 Visa  American Express  M/C  
 Card # \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 Name on Card: \_\_\_\_\_ 3 Digits: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_

**PLEASE INCLUDE FULL PAYMENT WITH SIGNED CONTRACT**

Booth assignment is determined on first paid-first served basis. Submit completed forms to:  
 HPE Live PO Box 30337 Honolulu, HI 96820 or email to  
 amanda@hawaiipacificentertainment.com

**The undersigned agrees to indemnify, hold harmless, and defend any actions against Hawaii Pacific Entertainment or the Turtle Bay Resort from all liabilities what-so-ever arising out of the participation in Discover North Shore at Turtle Bay Resort, including stolen or damaged possessions.**

*Do not write in this space: Office Use Only*  
 Assigned Booth Number: \_\_\_\_\_ Payment: \_\_\_\_\_ Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS OF CONTRACT – DISCOVER NORTH SHORE

The following agreement shall supersede any agreement made prior. This agreement between HPELive, of DISCOVER NORTH SHORE herein “EVENT”, and organization named below herein “EXHIBITOR”. Both parties agree to the following:

1. **Booth Space.** Exhibitor subscribes for booth space at the **DISCOVER NORTH SHORE**, to be held at **Turtle Bay Resort (57-091 Kamehameha Hwy) on November 16, 2013** The EVENT reserves the right to reject any applicant or exhibitor the amount paid for space. The EVENT reserves the right to assign, designate, or change your booth location.
2. **Payment.** Payment in full for exhibitor's booth space shall accompany this signed Exhibitor's Agreement Terms of Contract and must be received within 30 days of registration signing to hold your booth space reservation.
3. **Return Checks.** All returned checks shall have a service charge of \$50.00.
4. **Hours of Operation.** Hours of show will be **on Saturday November 16, 2013 from 3:00p.m. to 9:30p.m.** Setup begins at **9:00a.m.** the day of the Event. Exhibitor shall have exhibit(s) completely assembled and ready to be viewed by guest no later than **2:30p.m.** Exhibitor shall staff its booth during all hours of EVENT. Exhibitor shall not begin disassembling its exhibit until **TIME: 9:30p.m.**, but must complete breakdown by **TIME: 10:30p.m.**
5. **Vending.** Food Exhibitor agrees to accept Cash/Check/Credit Only at Discover North Shore events.
6. **Interference Prohibited.** Excessive noise, bothersome lighting or other use by exhibitor that interferes with the exhibition space used by other exhibitors is prohibited, as is the creation or maintenance by exhibitor of any dangerous or hazardous condition or situation. The aisles belong to the show. Neither exhibitor nor advertising material shall protrude into the aisles. Booth shall not exceed 8 feet in height without show coordinator's approval.
7. **Services Not Provided.** The EVENT does not provide equipment, decoration, labor carpenters, storage for exhibit materials, special lighting, gas, water supply or other related services. All arrangements for these items must be made by exhibitor, and exhibitor shall defend, indemnify and hold harmless EVENT for any and all claims, losses, damages, injuries or other charges that might occur from such arrangements made by Exhibitor.
8. **Insurance Not Provided.** Exhibitor acknowledges EVENT does not have insurance covering exhibitor's property. It is exhibitor's sole responsibility to obtain interruption, property damage, personal injury, vandalism, theft and any other insurance it might need to cover any losses it might suffer at event. Hawaii Pacific Entertainment LLC, and Turtle Bay Resort are to be named as additionally insured on your commercial general liability policy in respect to: **DISCOVER NORTH SHORE on [Saturday November 16, 2013] at Turtle Bay Resort.** The certificate holder (section) should state: "Hawaii Pacific Entertainment PO Box 30337 Honolulu, HI 96820". Exhibitor shall also provide EVENT a copy of their Certificate of Liability Insurance no later than two weeks before the event. **\*\*See attached Insurance Requirements document for specific insurance instructions.**
9. **Temporary Food Establishment Permit.** Exhibitor shall submit an Application Form for a Temporary Food Establishment Permit with a \$25 non-refundable fee that is to be submitted no later than 2 weeks (or 10 business days) before the event. Exhibitor must send the completed application and fee to the Sanitation Branch at 591 Ala Moana Blvd Honolulu HI, 96813. Checks must be payable to: State of Hawaii, and your bank account, name and address must be on the check. Exhibitor shall provide EVENT a copy of their approved Temporary Food Establishment Permit no later than two weeks before the event.
10. **Indemnification.** Exhibitor shall defend, indemnify, and hold harmless EVENT and its designated agents, employees and/or contractors, from and against any and all claims, losses, damages, injuries, penalties, governmental charges or fines in any amount arising out of or caused by exhibitor's use of

the premises, the conduct of exhibitor's business or from any activity or work done, permitted or suffered by exhibitor in or around the premises, including but not limited to, the installation, operation, maintenance or removal of exhibits.

11. **Assignment Prohibited.** Exhibitor shall not assign or sublet any portion of its booth space to any individual, partnership, corporation, company, firm or entity, without the prior written consent of EVENT.
12. **Cancellation Policy.** If Exhibitor is not able to attend EVENT, Exhibitor may be entitled to a refund on the following schedule: 60 day: If written cancellation is received and if booth space is resold, Exhibitor is entitled to an 80% refund. 30 days or more: If written cancellation is received, and if booth space is resold, Exhibitor is entitled to a 50% refund. Less than 30 days: If Exhibitor cancels after 30 days prior to event, they will not receive a refund.
13. **Non-liability Clause.** EVENT will not be liable to fulfill this agreement if venue in which show is used therein is destroyed or closed by fire, Act of God, strike, authority of law, or any other cause beyond EVENT's control in which case EVENT may or may not return any refunds. Exhibitor shall also abide by agreement between EVENT and venue regarding rules and regulations of premises.

IN WITNESS WHEREOF, the parties have read and understood this agreement and hereto have affixed their names this day of (Date) \_\_\_\_\_, 20\_\_.

**\*EXHIBITOR'S COMPANY NAME** \_\_\_\_\_

**\*AUTHORIZED SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**\*PRINT NAME** \_\_\_\_\_ **\*TITLE** \_\_\_\_\_

**EVENT REPRESENTATIVE SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**FOR BOOTH SIGNAGE AND BADGES. PLEASE COMPLETE. PRINT CLEARLY.**

**\*BOOTH SIGNAGE/BADGE TO READ:**

\_\_\_\_\_