

**Ohana Market at Nani Mau Gardens**  
**Vendors' License Agreement and Rules & Regulations**  
ohanamarket@nanimaugarden.com

The goals of the Ohana Market (OM) 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.) OM reserves the right to restrict or prohibit the sale of merchandise as directed by County, state, or federal enforcement agencies.

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

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

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 NMG. rubbish containers are for customers only. A fee ranging from \$5 to \$20 for excessive garbage or cleanup cost may be applied. Evander 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' stalls. All displays in inventory are to be set up as to not constitute a hazard or nuisance to the public walkway, is or other vendors. Each vendor agrees to keep their stalls clean and shall be responsible for any damage caused by the vendor to OM property.

6.) OM management reserves the right to cut, discard, take down or dismantle any item, display or structure, left by vendors at the OM for example, rope, tarps, science, gutters, pipes, use for hanging items, etc. NMG reserves the right at any time to make alterations or additions to or build on the premises.

7.) Vehicle maximum speed in the OM is not to exceed 2 mph. Use **EXTREME CAUTION** when entering, traveling in and exiting the market with your vehicle. No vehicles will be allowed in the OM between 5pm to 9pm during the market hours. OM reserves the right to prohibit vehicles in the market at any time. **SAFETY FIRST. REGRETS LAST.**

8.) Vendors selling prepared foods are required to meet the department of health requirements, permits, and fees. Contact (Curtis Takai; Health Inspector Ph: 808-933-0917)

9.) All fees shall be paid online with credit cards. Fees are subject to change.

10.) In the event of an OM premises is unavailable as a result of fire, flood, wind, tsunami, government, intervention, damage, or any other cause beyond a reasonable control of OM, the OM shall not be liable, and shall not be obligated to indemnify, or reimburse the vendor for any losses arising as a result.

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

12.) License vendors shall pay for their stalls 7 DAYS before the market day of the month. Vendors who do pay on the day of market day are subject to a \$20 late charge, suspension, or termination of vendors' license. Vendors who do not have a stall on a regular basis shall pay upon demand by an MG. **Vendors are asked to call 808-959-3500 between 12 PM and 5 PM on Tuesday and Friday for stall(s) availability.** stalls are assigned based upon stall availability and OM's sole discretion. OM reserves the right to refuse service to anyone.

13.) ALL vendors, requesting to be a licensed vendor with a regular stall may submit their names to OM so they can be placed on the waiting list if stalls are unavailable at the time. Criteria for assigning a regular stall are: products grown or made by vendors; products that bring diversity to the OM; fair, business, practices and dealings; and customer interaction. OM reserves the right to refuse service to anyone.

14.) All items sold at the OM must be grown, produced, made, processed, or cooked in the state of Hawaii. **No foreign grown produce/plants/flowers allowed.** OM reserves the right to allow exceptions. I.e. 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, election, 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 OM** with as much advance notice as possible. PH: **808-959-3500**. If OM is notified **before 12 PM the day before the market day**, a day's credits shall be applied to the following month's rent. If OM is notified **after 12 PM** a **\$5 credit** will be given. **If no notice** is received, no credit will be given and your stall will be open to other vendors to use **on** that market day. **Market hours 5PM to 9 PM**. No refunds

18.) Sound in general should be kept to a low level, this applies to no loud music and no loud generators under tents. Exceptions for loud generators are strictly reserved for food truck vendors only. (If you need electricity, please pay for the appropriate vending package).

19.) The following articles may not be sold, exchanged, and/or offered at the OM: 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, automobiles, trucks, motorcycles, or any of driven vehicles, petitions of any nature, items sold under the exclusive rights granted by the NMG, any product or procedure that can, or may promote health problems, and any material which the management deems objectionable to family clientele. NMG reserves the right to allow exceptions.

# Ohana Market at Nani Mau Gardens

## Vendors' License Agreement and Rules & Regulations

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 OM.

### UNLOADING/COMING TO MARKET:

1.) Unload boxes and tables. 2.) park in designated parking areas (par. 27) 3.) then set up a 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.) 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 OM and/or its agents. **Vendors caught selling produce/plants grown out of state as listed under part 1, 2, 14, or 19, and/or selling produce that is old, spoiled, or unsafe for consumption, and/or stolen, counterfeit, drugs, and/or in descent material shall be subject to chew warnings and shall be fined \$20-\$50 for each warning. Upon the third warning; a \$100 fine, one month, suspension or termination of vendors, license and affection from OM will be issued.**

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

26.) No vested rights. Each Grant of a license stall is limited to the specific day(s) or month(s), so granted, and the vendor requires no right to the continued, or repeated use of a licensed stall OM reserves the right to revoke vendors license at any time during the license period.

27.) Vendors park in **designated parking lot areas ONLY.**

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

29.) This constitutes a license stall agreement by the vendor to comply with all OM rules and regulations. OM reserves the right to revoke vendors license at any time as deemed responsible and to evict violators. Vendors can terminate this license stall agreement at any time. No refunds will be given.

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

31.) Event is from 5-9. Packing up early is not permitted. Must be set up by 5pm and clean up may begin at 9pm. Set up is on a first come first serve basis.

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 election from the market. I will also do my best as a vendor of the Ohana market to promote good fellowship, honest business practices, and friendly customer service.

Vendor name: \_\_\_\_\_

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

Phone number(H): \_\_\_\_\_

Phone number(B): \_\_\_\_\_

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

Vendor signature: \_\_\_\_\_

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

Market type of product: \_\_\_\_\_  
 Produce \_\_\_\_\_  
 Crafts \_\_\_\_\_  
 Food \_\_\_\_\_  
 FoodTruck \_\_\_\_\_

Stall(s)#: \_\_\_\_\_

Area: \_\_\_\_\_