



## Rental Agreement

Responsible Party Name (Vendor):

Business Name (if applicable):

Address:

City: State: Zip:

Email Address:

Phone #:

Market Location: **Kabayan Hall**  
**94-216 Farrington Highway, A107**  
**Waipahu, HI 96797**

Setup Time: 1:30 pm

Open: 3:00 pm

Close: 7:00 pm

Vacate By: 8:00 pm

**(\$100 late fee will be charged for every 30 minutes or fraction thereof past the assigned vacate time)**

Rental Rate per 10'x10' booth:

Outdoor rate: \$75.00 per Day

Indoor rate: \$100.00 per Day

Food Trucks (Up to 20ft) rate: \$150.00 per Day

Food Trucks (Up to 30ft) rate: \$200.00 per Day

Prices subject to change at any time at the sole discretion of Waipahu Family Market. WFM cannot guarantee space availability, and same location. Placement of vendors is at the sole discretion of WFM. No cooking is allowed indoors. Electricity usage indoors is an additional charge. All prices are subject to G.E. Tax of 4.712%.

Damage Deposit: Indoor & Outdoor Vendors: \$50.00 refundable  
Food Truck & Cooking Vendors: \$100.00 refundable

Setup: Client to handle all aspects of setup and breakdown



Please review the information below carefully; it sets forth the terms of our Agreement regarding your event between you (“You” or “Your” or “Vendor”) and Murakami Productions LLC dba Waipahu Family Market (“WFM”). Any and all proposals, catering/conferencing reservations, agreements, and contracts with respect to the use of service and facilities of Kabayan Hall and West Commercial Plaza are subject to House Rules and General Policies, and shall include, but are not limited, the following terms and conditions:

### Rental Commitment

#### Rental Payments

Payment must be made 7 days before event.

Acceptable payments are personal check, cashier’s check, or money orders. Credit card payments are accepted with a 3% in person payment or 4% invoiced payment. If payment is not received or check does not clear, Vendor will not be allowed to open their booth. Vendor shall be charged \$30 for each bounced check plus a \$20 service charge.

#### Damage Deposit

The Damage Deposit will be held throughout the duration of your rental at WFM and applied, if necessary, to cover the cost of replacement or repair to any damages to facilities, any additional cleaning of facilities or property, or any fees incurred for late check-out. Balance must always be replenished if any fees were incurred. If no issues are present, the damage deposit will be mailed out within 2 weeks following the conclusion of your last day via postal mail to the address provided herein.

#### Cancellation & Refunds

No cancellations are allowed. If Vendor is a no show or must cancel, Vendor forfeits rental fee for that day. If Vendor gives adequate notice to WFM as to find a suitable replacement, if replacement is found, WFM will refund that day’s fee to Vendor. There can be no guarantee as to any replacements and WFM will do it’s best to find a replacement in time.

#### Covid-19 Refund

If new mandates or rules are made that requires WFM to close, Vendor will get a refund for all days that we are closed. Refunds will only be made for days that are closed and no other days are eligible for refunds.

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Renter

**Sign to acknowledge cancellation & refund policies**



## House Rules and General Policies

### Conduct

The Vendor agrees to assume full responsibility for the conduct of all persons in attendance at the event and for any and all misuse, or loss sustained to any part of the building premises, including parking lot, during any time the premises are used by the Vendor or invitees, employees, or independent contractors employed by the Vendor. Vendor must provide adult supervision of children at all times. Vendor must ensure all activities and/or entertainment included in event programming is safe for all participants. WFM reserves the right to remove anyone from the premises and/or cancel any booth rental for Vendors who knowingly or unknowingly violate any rules.

### Vendor Presence and Guest

Vendor must be present during the entirety of event and be the last one to leave to ensure compliance with all the House Rules and General Policies. A representative will be allowed to be in place of the Vendor, please alert WFM beforehand. If the Vendor's booth is shut down due to violation of any ordinance or law, the Vendor's booth will be immediately shut down and there will be no refund of any Rental Fee for that day. Vendor will not be allowed to open until all violations are remedied.

### Presence of Kabayan Hall Representative and Access

WFM, its representatives, managers, employees, agents, and independent contractors will have full and unrestricted access to all of the premises for the purpose of ensuring compliance with all terms of this Agreement. You agree to allow WFM to inspect your booth at any time. WFM has the right to not allow the sale of any product or service it deems inappropriate or hazardous. WFM will not, at any time, be responsible for your business, employees and/or their conduct.

### Alcohol

**Absolutely no liquor or alcohol of any kind is allowed in Kabayan Hall or parking lot of the premises.** If there is any liquor or alcohol on the premises, WFM reserves the right to close Vendor's booth and will forfeit all the Rental Fee and damage deposit.

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**Sign to acknowledge Alcohol policy**



### Parking Lot

Please Park at the farthest end of the parking lot to ensure all guest have the closest parking spots. If possible, please carpool or park off site as to ensure as much parking for all customers.

### Smoking

All smoking should be done in the designated smoking section and cigarette butts must be disposed of properly in supplied bin. There is no smoking allowed in your booth area.

### Personal Property

The risk of loss of Personal property of Vendor, employees, management, family, friends left on the premises before, during, or after event will remain with the Vendor. WFM is not responsible for these items.

### Fire and Cooking

Vendors are allowed to use propane grill and other cooking equipment that is **APPROVED** by WFM. Vendor is responsible for covering the ground under cooker as to keep ground from grease and food. Vendor is responsible for cleaning any mess that was made during the day. Vendors cooking food are required to have at least a fire extinguisher with a minimum rating of 2A-10B: C, when cooking with grease or deep-fry cooking must have a minimum rating of 40B: C or Class K.

### Check out Policy

Vendor must sign off on Check out form at the conclusion of the event as to clear up any discrepancies and go over cleanliness of booth upon check out. If Vendor does not sign form at check out, Vendor agrees to pay any damages and/or fees WFM deems necessary without Vendor's consent.

### Cancellations

WFM has the right to cancel this Agreement at any time without cause, in the event of cancellation all the Rental Fee for remaining days paid for and Damage Deposit will be returned at the time of cancellation. WFM has the right to cancel any day for any reason and is not responsible for any loss due to such cancellation.

### Time Schedule

Event start and end times as contracted will be strictly adhered with violations resulting in fines. It is important that the agreed to starting and ending times are adhered to as the supporting staff labor requirements have been determined accordingly. Overtime charges will be assessed at a rate of \$50 for each 30-minute period, or fraction thereof, following the specified Vacate Time listed herein. Vendor must ensure that all employees and family vacate the parking lot by the Vacate Time. Failure to do so will result in overtime charge of \$50.00 per 30 mins or fraction thereof. No vendor is allowed to close before market closing time. Vendors are required to have enough products for the entire market day.



### Noise

Noise levels must be kept at a reasonable volume as to not disturb the other Vendors booth and residential tenants. Noise levels must comply with all laws and ordinances. WFM reserves the right to request reduction in volume on any sound levels WFM deems inappropriate.

### Decorations

All displays, exhibits, posters, banners, location of tables, and any other decoration or item must conform to City Fire Code regulations. No Vendor or their employee is allowed to tape, glue, nail, or apply any other adhesive to attach anything to building, walls, stage, fixtures, or furniture in or around Kabayan Hall. At the end of the event, Vendor is responsible for the complete removal of all decorations and props. Glitter, confetti, party streamers and other type of items are not allowed in Kabayan Hall or surrounding premises. A cleaning fee of \$100 shall be assessed if said decorations are not removed.

### Cleanup and Inspection

Vendor is responsible for cleaning all rubbish that was created or caused by their space. Rubbish must be disposed of in the provided trash bin located outside Kabayan Hall near the fence. No rubbish may be disposed of in the trash bin located in the main parking lot. Bulky items and cardboard must be removed off property by the Vendor. Prior to end of event, WFM will inspect premises to assess any damage to property or loss of items that belong to Kabayan Hall and to ensure the cleanliness of the premises. A cleaning fee of \$100 will be assessed if the premises are not cleaned properly. Rubbish exceeding what is reasonable, in WFM's sole discretion, will result in a \$100 trash fee.

### Food Truck Vendor & Food Cooking Vendor Insurance Policy

These Vendors are always required to have a General Liability Insurance on their business, products, and/or services. Vendor agrees to not allow their insurance policy to lapse at any time during their rental. A copy of the most up to date insurance policy must be copied and turned into WFM before any booth space is approved. Vendor is responsible for giving WFM an updated copy of insurance policy if there are any changes or renewal of policy.

Must add the following as additionally insured:

- Murakami Productions LLC  
7192 Kalaniana'ole Hwy Suite A143A #234 Honolulu, HI 96825
- West Physicians Associates LLC  
94-216 Farrington Highway, Suite B2-201C, Waipahu, Hawaii 96797

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**Sign to Acknowledge insurance policies**



#### Force Majeure

WFM can be closed at any time due to state, local, and federal laws and mandates. Vendor will not hold WFM responsible if WFM is required to close or mandated to lower the number of guests allowed. Vendor agrees to adjust their business activities to meet all city, state, and federal guidelines that are required at the time of their event.

#### Indemnification

To the extent permitted by law, the Vendor agree to protect, indemnify, defend and hold harmless Murakami Productions LLC dba “WFM”, partners, affiliates, employees, agents, West Commercial Plaza and landlord “West Physicians Associates LLC” against all claims of loss, injury or damage to persons or property, governmental charges, citations or fines, and costs (including court costs and reasonable attorney’s fees) arising out of, or connected with, the event, including but not limited to the installation, maintenance, an removal of decorations and other personal property used for the event by the Vendor, the entertainment for the event provided by the Vendor, and the use of occupancy of WFM premises by or any guest or agent of the Vendor or independent contractor hired by the client, except for claims caused by gross negligence of WFM.

#### Entire Agreement

This Agreement contains the entire understanding of the parties with regard to the subject matter hereof and no warranties, representations, promises or agreements have been made between the parties other than as expressly herein set forth, and neither Vendor nor WFM shall be bound by any warranties, representations, promises or agreements not set forth herein. Except as stated herein, this Agreement supersedes any previous agreement or understanding and cannot be modified except in writing by all of the parties hereto.

#### Binding Effect

Upon execution, this Agreement shall be absolutely binding and fully enforceable and shall inure to the benefit of the parties hereto, their successors, personal representatives and heirs.

#### Severability

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court or tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid.

#### Legal Action

Vendor agrees to reimburse Murakami Productions, LLC dba Waipahu Family Market for all legal expenses including but not limited to court costs, attorney fees, or other professional fees in the event that Vendor breaches this Agreement.



Execution

By executing this Agreement, Vendor represents and warrants that he or she has the authority to execute this agreement on their own or on another's behalf, they are at least 18 years of age, and that Vendor personally accepts and assumes full responsibility and liability under the terms of this Agreement.

X

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Manager Murakami Productions, LLC