



# MOMONA NIGHTS

Date: Friday Evenings from 5:00pm to 7:00pm  
Where: 41-1029 Kalanianaʻole Highway, Waimanalo  
Email: [info@waimanalomarket.com](mailto:info@waimanalomarket.com)  
Phone: 808-690-7607

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## **MOMONA NIGHTS VENDOR RULES AND REGULATIONS**

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### I. MARKET APPLICATION

All vendors must provide the Waimanalo Market Co-op (WMC) with a completed application packet and any necessary documents requested within the application. All documents must be received at least 14 days prior to a vendor's initial date of market participation.

### II. QUALIFYING PRODUCTS

- A. Only products that are grown, prepared, and crafted in Hawaii will be sold at Momona Nights.
- B. Products must comply with all applicable state and county health rules. Any producers of food products on agricultural lands, farms, and gardens are qualified vendors.
- C. Preference will be given to products that are locally grown, produced, and represent sustainable practices.
- D. Preference will also be given to Waimanalo residents and Waimanalo Farmers.
- E. Commercial, manufactured, wholesale, resale, used, or multi-level products are not permitted.
- F. WMC Management will have final determination on what produce, value added items, food items, crafts, and other items to be sold.
- G. No alcoholic beverages are to be sold or provided at Momona Nights.

### III. MARKET OPERATIONS AND VENDOR FEES

- A. All markets are held outdoors during dates and times determined by the WMC. Each space is assigned by the WMC Management, who will work to meet the needs of each vendor in keeping with the appearance and organization of the market. The market manager has final determination of each vendor location.
- B. A standard 12x12 vendor space rents for \$20.00 per night. Table Spaces rent for \$5.00 per night. Vendors must supply their own tents, tables, and other supplies. Tables must not be longer than six feet.
- C. Fees for space rental are due and payable at least seven business days prior to each Momona Night Participation. Payments may be made via cash or check, checks payable to WMC.
- D. Vendors shall provide their own set-up and displays including signage, tables, pop-up tents, umbrellas, chairs, products, display stands, and other necessary items. There is no guarantee that the same space will be provided to each vendor at every market event. The assignment of spaces is

determined by the WMC Management.

#### IV. VENDOR SET UP, DISPLAY, AND BREAKDOWN

- A. Vendors may begin set-up at 4:30pm or thirty minutes before Momona Nights commence.
- B. Vendor teardown must be completed within thirty minutes following the close of MOMONA NIGHTS.
- C. Vendors are required to unload, park and set up. Setting up displays while unloading slows down traffic in the unloading area and causes unnecessary congestion. Vendors are required to unload and park in designated areas only.
- D. Vendors are not allowed to break down their displays or move vehicles into position before market closing without the consent of the market manager.
- E. Market management must be notified no later than forty-eight (48) hours prior to market opening of a vendor's intent to be absent from a market event. Vendors who continue to fail to notify market management accordingly may lose their eligibility to participate in the future.
- F. No boxes or signs may extend into the common customer traffic areas.
- G. The market manager shall have the right to refuse displays he/she deems unsafe, offensive, unpleasant, or not in keeping with the character of the market.

#### V. LICENSE, PERMITS, INSURANCE, and other REQUIREMENTS

Momona Nights Vendors are responsible for being compliant with all State of Hawaii Department of Health, Department of Agriculture, and Department of Taxations Rules and Regulations.

- A. Insurance: Vendors are responsible for maintaining current personal liability and product liability insurance. All Vendors must sign the Release of Liability Waiver.
- B. Sales Tax Regulations and Permits Vendors are responsible for having relevant GE tax licenses. Craft vendors must have proper sales tax licenses from the State of Hawaii. Apply for GET online at Hawaii Business Express. the quick and easy way to start a business in the state of Hawaii.
- C. Weights and Measures: All scales used at MOMONA NIGHTS by vendors must be certified for compliance for legal weights and measures. Certification is the responsibility of the vendor. Contact the Hawaii Department of Agriculture Quality Assurance Division, Measurement Standards Branch at (808) 832-0690.
- D. Health Regulations for Growers and Food Producers: Vendors are responsible for complying with all applicable rules and regulations set forth by the State of Hawaii, Department of Health, Sanitation Branch. Any vendor selling produce other than their own is subject to all relevant taxes and permit fees, as well as health and safety requirements. For all Department of Health inquiries, contact Department of Health, Sanitation Branch at (808) 586-8000. Products sold at Momona Night may be subject to inspection by the WMC Management or other WMC authorized personnel.

#### VI. ADMISSION AND PARKING

- A. Admission and Street Parking are Free to the public.
- B. Vendors may load and unload their vehicles in close proximity to their vendor space(s). Once

loading or unloading is complete, vendors must move their vehicles to the public street parking.

VII. OTHER

- A. Samples: All product samples must be provided in compliance with the regulations of the State of Hawaii, Department of Health, regarding such matters. All vendors giving samples must also provide a waste container in a prominent place for public use. On-site trash receptacles are for customer use only.
- B. Vendors are required to create a neat, professional looking display to feature their products. All vendor equipment and displays are to be freestanding. Nothing is to be anchored or affixed to the assigned space and adjacent structures. Vendors' sales areas must be kept clean and uncluttered. Vendors must provide waste containers for all refuse and legally dispose of all waste at the end of each market event. Failure to maintain the sales area, remove all refuse, or leave their assigned area in an orderly, clean condition will result in an initial written warning. Further violations will result in vendor expulsion from the Farmers' Market.
- C. Pets: Vendors are not allowed to bring pets into the Farmer's Market. Vendors requiring assistance from service animals are exempt from this restriction. The sale or giving away of animals in the market area is also prohibited.
- D. Conduct: Vendors shall conduct themselves in a manner that is courteous to other vendors, market personnel and the public. Behavior which is criminal, threatening, abusive or harassing shall cause the vendor to be expelled immediately from the market.
- E. Noise and Odors: Vendors shall not be allowed radios or the playing of loud music to attract attention. No hawking by vendors is allowed. Vendor must make every attempt to keep any foul odors from offending fellow vendors and the public.
- F. Please be prepared there will be no access to electrical or water lines.

BUSINESS and OWNER name (PRINT): \_\_\_\_\_

Signature \_\_\_\_\_ DATE: \_\_\_\_\_

**MOMONA NIGHTS VENDOR INFORMATION**

*I have read the MOMONA NIGHTSS rules and regulations and I agree to be responsible for all persons within my group, and to release and hold harmless the sponsors, WMC, from this event from any and all liabilities allowable under Hawai'i State Law including negligence for injuries, damages, or selling loss incurred while being present on and while entering or leaving for the purpose of the MOMONA NIGHTSs. I agree to compensate for any damages that my group or I may cause. As an owner/operator of the business noted above, I have read and understand the MOMONA NIGHTS AGREEMENT.*

Business Name:		
Business Website:		
Primary Contact Name:	Alt. Contact Name in Case of Emergency:	
Phone: ( )	Alt. Phone: ( )	
E-mail:	Alt. E-mail:	
Address:		
City:	State:	Zip:
Complete Description of Products and Services: (attach a separate sheet if necessary)		
Signature:	Date:	



**MOMONA NIGHTS VENDOR RESERVATION**

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

Person of Contact: \_\_\_\_\_

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

<i>Date: MM/DD/YY</i>	<i>Space: 12x12 or Table</i>	<i>Category</i>	<i>Approved</i>	<i>Paid</i>

Office Use only:

<b><u>Required</u></b>	<b><u>File Date</u></b>	<b><u>Notes</u></b>
Momona Vendor Application		
Release and Liability Waiver		
Photo Release		
Payment		
Other		



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## RELEASE AND WAIVER OF LIABILITY FOR VENDORS

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THIS RELEASE AND WAIVER OF LIABILITY IS EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, BY \_\_\_\_\_ (THE "VENDOR") IN FAVOR OF THE MOMONA NIGHTS/WAIMANALO MARKET CO-OP AND ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS. I, THE VENDOR, HEREBY FREELY AND VOLUNTARILY, WITHOUT DURESS, EXECUTE THIS RELEASE UNDER THE FOLLOWING TERMS:

1. WAIVER AND RELEASE. I HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS THE MOMONA NIGHTS/WAIMANALO MARKET CO-OP AND ITS SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION, OF WHATEVER KIND OF NATURE, EITHER IN LAW OR EQUITY, WHICH MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE MOMONA NIGHTS/WAIMANALO MARKET CO-OP AND/OR ANY PROJECT, ACTIVITY, OR EVENT SPONSORED, MANAGED, ARRANGED, OR PROMOTED BY, OR OTHERWISE AFFILIATED OR ASSOCIATED WITH THE MOMONA NIGHTS/WAIMANALO MARKET CO-OP. I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE DISCHARGES THE MOMONA NIGHTS/ WAIMANALO MARKET CO-OP FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE MOMONA NIGHTS/WAIMANALO MARKET CO-OP WITH RESPECT TO ANY BODILY OR OTHER INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM MY PARTICIPATION. I ALSO UNDERSTAND THAT THE MOMONA NIGHTS/WAIMANALO MARKET CO-OP DOES NOT ASSUME ANY RESPONSIBILITY OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING, BUT NOT LIMITED TO, MEDICAL, HEALTH, OR DISABILITY INSURANCE, IN THE EVENT OF INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE.

\_\_\_\_\_ Initial

2. INSURANCE. I UNDERSTAND THAT THE MOMONA NIGHTS/WAIMANALO MARKET CO-OP MAY ELECT TO REQUEST SUBMISSION OR PROOF OF INSURANCE FOR GENERAL LIABILITY, PRODUCT LIABILITY, AND OTHER NECESSARY INSURANCE FORMS FROM VENDORS. AS A VENDOR, I AM EXPECTED AND ENCOURAGED BY THE MOMONA NIGHTS/WAIMANALO MARKET CO-OP TO MAINTAIN THE PROPER INSURANCE, LICENSE, CERTIFICATES AND OTHER DOCUMENTS REQUIRED BY THE STATE OF HAWAII TO OPERATE BUSINESS..

\_\_\_\_\_ Initial

3. MEDICAL TREATMENT. EXCEPT AS OTHERWISE AGREED TO BY THE MOMONA NIGHTS/WAIMANALO MARKET CO-OP IN WRITING, I HEREBY RELEASE AND FOREVER DISCHARGE THE MOMONA NIGHTS/WAIMANALO MARKET CO-OP FROM ANY AND ALL LIABILITY CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER THAT MAY ARISE ON ACCOUNT OF ANY FIRST AID OR OTHER MEDICAL TREATMENT RENDERED DURING MY PARTICIPATION WITH THE MOMONA NIGHTS/WAIMANALO MARKET CO-OP AND/OR ANY PROJECT, ACTIVITY, OR EVENT SPONSORED, MANAGED, ARRANGED, OR PROMOTED BY, OR OTHERWISE AFFILIATED OR ASSOCIATED WITH THE MOMONA NIGHT/WAIMANALO MARKET CO-OP.

\_\_\_\_\_ Initial

4. ASSUMPTION OF RISK. I UNDERSTAND THAT MY PARTICIPATION WITH THE MOMONA NIGHTS/WAIMANALO MARKET CO-OP AND/OR ANY PROJECT, ACTIVITY, OR EVENT SPONSORED, MANAGED, ARRANGED, OR PROMOTED BY, OR OTHERWISE AFFILIATED OR ASSOCIATED WITH THE MOMONA NIGHTS/WAIMANALO MARKET CO-OP MAY INCLUDE ACTIVITIES THAT MAY BE HAZARDOUS TO ME. I FURTHER RECOGNIZE AND UNDERSTAND THAT SUCH PARTICIPATION MAY INVOLVE CERTAIN INHERENTLY DANGEROUS ACTIVITIES. I HEREBY EXPRESSLY AND SPECIFICALLY ASSUME THE RISK OF INJURY OR HARM IN THE ACTIVITIES AND RELEASE THE MOMONA NIGHTS/WAIMANALO MARKET CO-OP FROM ALL LIABILITY FOR INJURY, ILLNESS, DEATH, AND/OR PROPERTY DAMAGE THAT MAY RESULT.

\_\_\_\_\_ Initial



5. OTHER. I EXPRESSLY UNDERSTAND AND AGREE THAT THIS RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAW, AND THAT THIS RELEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THIS STATE, COUNTY, CITY AND/OR TOWNSHIP. I AGREE THAT IN THE EVENT THAT ANY CLAUSE OR PROVISION OF THIS RELEASE SHALL BE HELD TO BE INVALID BY ANY COURT OF COMPETENT JURISDICTION, THE INVALIDITY OF SUCH CLAUSE OR PROVISION SHALL NOT OTHERWISE AFFECT THE REMAINING PROVISIONS OF THIS RELEASE.

\_\_\_\_\_ Initial

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS RELEASE, AND AGREE TO ITS PROVISIONS. IN CONSIDERATION OF PERMISSION TO PARTICIPATE IN THE WAIMANALO MARKET CO-OP MOMONA NIGHTS, I (WE) THE UNDERSIGNED:

HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE WMC, ITS OFFICIALS, DIRECTORS, AGENTS, AND EMPLOYEES, ALL FOR THE PURPOSES HEREIN REFERRED TO AS "RELEASEES," FROM ALL LIABILITY, TO THE UNDERSIGNED, HIS/HER PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY DAMAGE, OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. HEREBY ASSUMES RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE EVENTS(S) WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

HEREBY AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF HAWAII AND THE COUNTY AND COUNTY OF HONOLULU.

BUSINESS and OWNER name (PRINT): \_\_\_\_\_

Signature \_\_\_\_\_ DATE: \_\_\_\_\_



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**CONSENT AND RELEASE FOR INTERVIEW, PHOTOGRAPHING, VIDEOTAPING, SOCIAL MEDIA, AND/OR WEB SITE USE by the WAIMANALO MARKET CO-OP**

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I (WE) CONSENT TO INTERVIEW(S), PHOTOGRAPHY, VIDEOTAPING, AND ITS/THEIR RELEASE, PUBLICATION, EXHIBITION, OR REPRODUCTION TO BE USED FOR PUBLIC RELATIONS, NEWS ARTICLES OR TELECASTS, EDUCATION, ADVERTISING, RESEARCH, INCLUSION ON WEB SITES, FUNDRAISING, OR ANY OTHER PURPOSE BY THE UNIVERSITY OF TEXAS ARCHAEOLOGICAL FIELD SCHOOL IN BELIZE (HEREAFTER WMC) AND/OR ITS/THEIR AFFILIATES AND ASSIGNS. I RELEASE UTFAS, THEIR OFFICES AND EMPLOYEES, AND EACH AND ALL PERSONS INVOLVED FROM ANY LIABILITY CONNECTED WITH THE TAKING, RECORDING, OR PUBLICATION OF SAID INTERVIEWS, PHOTOGRAPHS, SLIDES, COMPUTER IMAGES, VIDEOTAPES, OR SOUND RECORDINGS.

I WAIVE ALL RIGHTS I MAY HAVE TO ANY CLAIMS FOR PAYMENT OR ROYALTIES IN CONNECTION WITH ANY EXHIBITION, TELEVISIONING, OR OTHER PUBLICATION OF THESE MATERIALS, REGARDLESS OF THE PURPOSE OR SPONSORING OF SUCH EXHIBITING, BROADCASTING, OR OTHER PUBLICATION IRRESPECTIVE OF WHETHER A FEE FOR ADMISSION OR FILM RENTAL IS CHARGED. I ALSO WAIVE ANY RIGHT TO INSPECT OR APPROVE ANY PHOTO, VIDEO, OR FILM TAKEN BY UTAFS AND/OR THE PERSON OR ENTITY DESIGNATED BY IT/THEM. I RELEASE AND DISCHARGE UTAFS AND/OR ITS/THEIR AFFILIATE(S) FROM ANY LIABILITY BY VIRTUE OF ANY BLURRING, DISTORTION, ALTERATION, OPTICAL ILLUSION, OR USE IN COMPOSITE FORM WHETHER INTENTIONAL OR OTHERWISE, THAT MAY OCCUR OR BE PRODUCED IN THE TAKING OF THE PICTURES, OR IN ANY PROCESSING TOWARD THE COMPLETION OF THE FINISHED PRODUCT. ALL NEGATIVES AND POSITIVES, WHETHER PRINTS, VIDEO, FILM, SOUND RECORDING, DIGITAL FILES OR ANALOG FILES ARE THE PROPERTY OF UTAFS OR THE PERSON OR ENTITY DESIGNATED BY IT/THEM, SOLELY AND COMPLETELY.

I DECLARE THAT I AM EIGHTEEN (18) YEARS OLD OR OLDER AND AM LEGALLY COMPETENT TO EXECUTE THIS RELEASE. I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL, THAT THIS INSTRUMENT IS LEGALLY BINDING, AND THAT I HAVE VOLUNTARILY SIGNED THIS DOCUMENT. I HAVE FULLY INFORMED MYSELF OF THIS CONSENT, WAIVER OF LIABILITY, AND RELEASE BEFORE SIGNING IT.

BUSINESS and OWNER name (PRINT): \_\_\_\_\_

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Signature \_\_\_\_\_ DATE: \_\_\_\_\_