



## Stall Usage Contract At Aloha Stadium Swap Meet and Marketplace



This Contract is a made by and between Volume Services, Inc., d/b/a Centerplate (hereinafter referred to as “Centerplate”) and \_\_\_\_\_, (hereinafter referred to as “Vendor”), for vendor booth space in the Aloha Stadium Swap Meet and Marketplace (hereinafter termed “Swap Meet”) for \_\_\_\_\_.

(NAME)

(COMPANY NAME)

1. Upon execution of this Agreement, Vendor agrees to pay, the usage fee as described in the “Rental Fee Rates” attachment. Vendor understands and acknowledges that the Rental Fee Rates may be changed from time to time as determined by Centerplate, in its sole discretion. Usage fees are due and payable to Centerplate by personal delivery to Centerplate’s Swap Meet Office as described in the “Rental Fee Rates” attachment.
2. **Agreement will be renewed on a month to month basis and may be cancelled at any time with the notification, in writing, to both parties.**
3. Vendor has read, signed, and agrees to abide by the Swap Meet Rules and Regulations provided to Vendor by Centerplate and posted at the Swap Meet. **Vendor understands and acknowledges that the Swap Meet Rules and Regulations may be changed from time to time as determined by Centerplate, in its sole discretion.**
4. Vendor understands and acknowledges that Centerplate does not guarantee exclusivity, and that there may be other vendors promoting substantially similar products on the same day in the Swap Meet.
5. Vendor is solely responsible for collecting and remitting, as required by law, all GE tax. Vendor shall provide Centerplate with a photocopy of its GE tax license at the time of signing this Contract.
6. Vendor will indemnify, defend, and hold harmless Centerplate and the State of Hawaii and their respective officers directors, employees, agents or representatives from any and all liability arising from bodily injury or property damage, incurred in connection with any third party claim against Centerplate and or the State of Hawaii which arises out of the negligence, acts or omissions of the Vendor, it’s employees, agents or representatives.
7. Vendor shall not sell, sublet, rent, assign, trade or give possession of the Vendor’s designated booth or the selling privileges granted under this Contract to another vendor, affiliate or entity.

Vendor’s Initial \_\_\_\_\_

8. There will be a **PERMANENT LOTTERY** held once a month unless specified by Centerplate. The permanent lottery allows a vendor to acquire a permanent stall. The permanent lottery consists of at least 3 lotteries. The first allows current vendors to move. The second allows vendors with no stalls to obtain a stall. The third allows vendors with stalls to obtain up to three stalls per day.
  
9. There will be a **VACATION/ABSENTEE LOTTERY** held once a month on the last market day of the month unless specified by Centerplate. The vacation/absentee lottery allows vendors to, in advance; pick up a temporary stall that a permanent vendor has put on vacation. The vacation/absentee lottery consists of at least 2 lotteries. The first allows a vendor without a stall to get a temporary stall. The second allows vendors with stalls to obtain multiple temporary stalls. There is no limit on the amount of temporary stalls a vendor may obtain.
  
10. There will be a **DAILY ABSENTEE LOTTERY** held once every market day unless specified by Centerplate. The daily absentee lottery allows vendors to pick up a temporary stall that a permanent or temporary vendor has not shown up for. The absentee lottery consists of at least 2 lotteries. The first allows a vendor without a stall to get a temporary stall. The second allows vendors with stalls to obtain multiple temporary stalls. There is no limit on the amount of temporary stalls a vendor may obtain.

Signature \_\_\_\_\_

Print \_\_\_\_\_

Date \_\_\_\_\_

Centerplate \_\_\_\_\_

Vendor's Initial \_\_\_\_\_