



Booth Usage Contract At Aloha Stadium Swap Meet and Marketplace v9.23

This Contract is a made by and between Volume Services, Inc., d/b/a SodexoLive! (hereinafter referred to as “SodexoLive!”) 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 “Vendor Application” attachment under “Rental Rates”. Vendor understands and acknowledges that the Rental Rates may be changed from time to time as determined by SodexoLive!, in its sole discretion. Usage fees are due and payable to SodexoLive! by personal delivery to SodexoLive!’s Swap Meet Office as described in the “Vendor Application” 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 Aloha Stadium Swap Meet Rules and Regulations provided to Vendor by SodexoLive! and posted at the Swap Meet. **Vendor understands and acknowledges that the Aloha Stadium Swap Meet Rules and Regulations may be changed from time to time as determined by SodexoLive!, in its sole discretion.**
4. Vendor understands and acknowledges that SodexoLive! 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 SodexoLive! with a photocopy of its GE tax license at the time of signing this Contract.
6. Vendor will indemnify, defend, and hold harmless SodexoLive! 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 SodexoLive! 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. Vendors are able to acquire booths on the first Swap Meet business day after the 14th of the month up to the last day of payment. A **SWITCH** lottery will be held once a month unless specified by SodexoLive! which will allow a vendor to trade a reserved booth (used for more than a month) with a newly available booth. All newly available booths will be put in the switch lottery before being made available to general vendors.

9. There will be a **VACATION/ABSENTEE LOTTERY** held once a month on the last market day of the month unless specified by SodexoLive!. The vacation/absentee lottery allows vendors to, in advance; pick up a temporary booth 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 booth to get a temporary booth. The second allows vendors with booths to obtain multiple temporary booths. There is no limit on the number of temporary booths a vendor may obtain.

10. There will be a **DAILY ABSENTEE LOTTERY** held once every market day unless specified by SodexoLive!. The daily absentee lottery allows vendors to pickup a temporary booth 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 booth to get a temporary booth. The second allows vendors with booths to obtain multiple temporary booths. There is no limit on the number of temporary booths a vendor may obtain.

Signature _____

Print _____

Date _____

SodexoLive! _____

Vendor's Initial _____