



PHG CHRISTMAS FESTIVAL

Thomas Square Park
Dec. 5 & 6, 2009
9am to 4pm

This agreement made this _____ day of _____ 2009, by and between the Pacific Handcrafters Guild, hereinafter, called the "Guild", and:

Name _____ Company Name _____

Listed in Program & Ads as: _____

Day Tel _____ Night Tel _____ Neighbor Isl. _____

Approved Fine Craft/Art Category you would like to be listed under: _____
whose excise number with the State of Hawaii is _____ who is an
active member in good standing with the Guild, hereinafter called "Artist".

Email Address: _____ Website Address _____

PLEASE LIST YOUR GE TAX NUMBER IN THE PARAGRAPH ABOVE!!!!

Note: This contract must be accompanied by: (All booth checks payable to Pacific Handcrafters Guild) charge cards accepted for all payments EXCEPT PHG Foundation payments. REMINDER: PLEASE PUT A SEPARATE CHECK IN FOR YOUR PHG FOUNDATION DONATION OF \$5. IF YOU HAVE PAID \$45 FOR YOUR FOUNDATION DUES YOU DO NOT NEED TO PAY THE \$5. PLEASE, DO NOT PUT IT ON CREDIT CARD.

- (1) Same Booth Space As Summer Festival _____ \$195
- (2) New Booth Space _____ \$225
(First Time In Participating With A PHG Event)

A separate check (no credit cards) for a minimum of \$5, payable to the PHG Foundation (due for each event). Reminder, all of these fees go toward Art Scholarships for Hawaii Art Students.

(3) A separate check (or charge) of \$50 as a refundable DEPOSIT (this check will be deposited). If you have paid last year's booth deposit and left it in account with the Guild you don't need to submit a payment.

MC, Visa, AX, or Discover Card # _____ Exp. _____

Signature (as it appears on card) _____ Exp. _____

WHEREAS, the Guild is organizing a PHG Christmas Festival on Dec. 5 & 6, 2009 at Thomas Square Park.

WHEREAS, Artist wishes to have a booth at the Festival on the terms contained herein: NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. The Guild grants to Artist a concession to display and sell items which were screened and accepted by the Guild Standards Committee. Artist is hereby limited to the display of those samples submitted for Guild screening and which were listed as acceptable on their screening summary. The Guild will have the right to remove all unauthorized items and booths that do not comply with this provision.

2. The Artist has enclosed the sum total of \$ _____ to the Guild to defray the cost of the Festival and to reserve a Single Booth Space to display and sell their art and fine crafts.

3. Artist has further deposited with the Guild the separate sum of \$50 to be deposited in trust by the Guild against Artist's faithful execution of this agreement. The Guild agrees to hold on to this Deposit unless specified by member for refund. Pending clean up of booth area and after the Guild has determined that there have been no violations of this agreement will member receive deposit. If there has been a violation of any part of this agreement by Artist, this deposit is forfeited to the Guild. Further, the Guild may pursue any other remedies, whether at law or in equity.

4. If the Artist notifies the Guild, in writing, of their intent not to participate in the Festival before November 9, 2009 this agreement will be cancelled and the Guild will return all monies paid by Artist. In all other cases, all or part of these monies will be forfeited.

5. In the event that the Festival must be cancelled prior to Nov. 9, 2009 a part of Artist's monies will be retained to defray costs incurred up and to the date of cancellation.

6. The Guild has the right to assign the location of the Artist's booth and its dimensions (max. 16' X 16') at outdoor Festivals. Artist shall decorate assigned

area in conformity with the standards set by the Guild, which may, at its discretion, direct and limit Artist regarding decoration and use of display signs, materials and equipment.

7. Artist must have booth completed and display set up by 8:30am on Saturday Dec. 5, 2009. Artist is responsible to keep booth active until 4pm on Sunday, (booth deposit will be forfeited if Artist leaves early), for the clean up of their own area and for the removal of all items brought to the Festival by 7pm on Sunday Dec. 6, 2009.

8. Artist is personally liable for all taxes, whether excise, income, or any other levy relating to the income Artist may derive from the Festival.

9. Artist shall indemnify, and hold Pacific Handcrafters Guild, PHG Foundation, the State of Hawaii, their officers and employees or agents, harmless from and against all claims and actions for personal injury, death and property damage arising from or resulting from or in any way connected with the operation of Artist's concession, including claims by Artist's own employees against the Guild, PHG Foundation, or the State of Hawaii.

10. This agreement cannot be assigned or otherwise transferred by either party without written consent obtained from the other party. No change, alteration, modification or additions to this agreement shall be effective unless in writing and properly executed by the parties. This agreement shall be binding on the parties hereto and their assigns, representatives, heirs and successors.

11. This agreement shall not be construed as a joint venture or partnership between Artist and the Guild.

12. Artist agrees to abide by all Rules of the Festival incorporated by reference, and to conduct him/herself in accordance with these Rules and the directives of the Standards Committee at the Festival.

13. In the event that there is a breach of any provision of this agreement on the part of the Artist, the Guild has the right to remove Artist from the Festival, to remove any unauthorized items being sold, to revoke Artist's membership in the Guild subject to the provisions of the Guild's By-Laws, and in the case of such breach, all deposits received by the Guild shall be forfeited by the Artist. Further, the Guild may pursue any other remedies whether at law or equity.

ALL MEMBERS OF A CENTER MUST SIGN AND DATE THIS AGREEMENT.

Artist(s):
by _____

by _____

Pacific Handcrafters Guild:
by PHG President:

Pamela Au

by _____

Dated: Jan. 29, 2009

Dated: _____

IMPORTANT!!

Send To: PHG, P.O. Box 29389, Honolulu, Hi. 96820, by November 9, 2009. Contracts and checks postmarked after the deadline must be accompanied by a \$40 late fee as per Guild policy. PRE-FAIR MEETING Nov. 9, 2009 Monday 6:30 PM at Linekona Art Center. YOU MUST BE PRESENT AT THIS MEETING! IF YOU DO NOT ATTEND THE PREFAIR MEETING YOU WILL BE ASSESSED A \$20.00 PENALTY AND MUST CONTACT U'ILANI MOKIAO IMMEDIATELY. Please call 721-8631. Fax number for the Pacific Handcrafters Guild is 1-866-276-3941.