Food & Beverage Liability Form

1. Vendor shall during the period of service, at its own cost and expense, maintain commercial general liability insurance providing Combined Single Limit Coverage (bodily injury and property damage) in the amount of $1,000,000 per occurrence; and business automobile liability insurance covering all owned, non-owned or hired automobiles, providing Combined Single Limit Coverage in the amount of $1,000,000 per occurrence; said policies shall be endorsed to name the University of Hawaii and the State of Hawaii as additional insured and a Certificate of Insurance thereof shall be deposited with the University of Hawaii West O’ahu. Further, upon renewal or extension of said policy, an updated certificate of insurance or other proof of insurance shall be provided to the University of Hawaii West O’ahu.

PUBLIC LIABILITY INSURANCE REQUIREMENT

(Pursuant to Section 28-3.3, Revised Ordinance Honolulu, 1990, as amended)

Submit an original Certificate of Comprehensive General Liability insurance including products liability in the following minimum amounts:

- Bodily Injury $1,000,000 per occurrence
- Property Damage $1,000,000 per occurrence

The above certificate of insurance shall name the University of Hawaii and the STATE OF HAWAII and their officers, employees, and agents as additional insurers.

2. Vendor must provide a copy of a Food Establishment Permit obtained from the Sanitation Branch of the State of Hawaii, Department of Health. Vendor must be fully self-contained as event organizers will not provide water or electricity. A Vendor must meet all Department of Health requirements and all food must be prepared in a certified kitchen.

3. Vendor must provide a copy of their State of Hawaii General Excise Tax License.

4. Vendor must have at least one approved portable fire extinguisher with a minimum rating of 2A-10B:C. If deep-fry cooking is conducted and/or grease laden vapors are produced, the fire extinguisher minimum rating must be 40B:C or Class-K. Each extinguisher shall have displayed a satisfactory service tag from a certified company dated within a year or a sales receipt that is less than one year old.

5. Compressed gas cylinders (LPG) must be secured to prevent physical damage due to contact, vibration, or dislodging and/or tipping over. LPG cylinders shall be at least five feet away from any exterior source of ignition. LPG cylinders not in use shall have their safety cap/collars in place.
6. Undersigned shall indemnify, defend and hold harmless the University of Hawaii and the State of Hawaii its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of this agreement and will reimburse the University of Hawaii for all attorney's fees, costs, and expenses in connection with the defense of such claims; (2) from and against all claims, suits, and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

I have read, understand and agree to abide by the aforementioned rules and will submit an original signed liability form, the required certificate of insurance.

________________________________    _______________________________  __________
Printed Name of Business Owner/Agent                          Signature                                 Date

FOR OFFICIAL USE ONLY

Date received:     By:    ___________  
Approved?   Yes: _____  No: ______  Date: __  __  By:     _________
Notification Date: ______________________ By: _____________________________________________
Received:   Payment $                Original signed application: _________  Certificate of Insurance: ___________