



BRIGHAM YOUNG UNIVERSITY HAWAII (BYUH)  
UPDATED 7/2017

## GENERAL RULES – ALL FOOD VENDORS

### 1. ASSIGNMENT OF CONTRACT

Booth space will be allocated at the discretion of BYUH Food Services with due regard to grouping of Vendors and date upon which contract for booth space was received. The decision of BYUH with respect to allocation of booth space will be final and binding upon all Vendors. Closing or abandoning the contract space before the established closing time will jeopardize future participation in the designated event. Vendors may not transfer or sublease the permit or booth to another person without proper approval from BYUH Food Services.

### 2. LOCATION AND DATES

The Farmers market will be held in Aloha Center Ballroom on – Pay day Fridays between the hours of 10:30am – 1:30pm. In the event that pay day falls on a holiday, then the Farmers Market will NOT be held.

**Fall Farmers Market held in the Aloha Center Mall, Breezeway and Ballroom  
Sept. 22, Oct. 6, 20, Nov. 3, 17**

**Vendors in the Ballroom are based upon seniority at the Farmers Market  
Vendors in the Breezeway need EZ corners or tents due to inclement weather conditions  
Vendors in the Aloha Center Mall are placed near the Campus Store by assignment**

**Fall Farmers Market in Aloha Center Mall only and vendors are placed by assignment  
Sept. 8 and Dec. 1**

**Fall Night Farmers in Aloha Center Mall are by invitation only and vendors are placed by assignment  
Sept. 29, Oct. 27**

### 3. RECEIPT OF APPLICATION

Applications will be accepted on a first-come-first-serve basis and must be received at **least ten business days prior to the Farmers Market.**

Reservations will not be accepted. On receipt of the Vendor **application and contract (properly filled out) and approval of product offering by Food Services**; Vendor will be notified of approval to participate and a confirmed space will be assigned by Food Services.

- **Fees will be collected at the day of the event.**
- **Should you miss an event after confirming your attendance, you will be charged for the missed event PRIOR to starting up again.**

### 4. FEES & DEPOSITS ARE AS FOLLOWS:

Application Fee and Space: \$30.00 per event/date      Prepared and Cooked Food/Produce

Fee includes 1 - 6' x 30" table and selling area space

2 chairs will also be included. Chairs are NOT to be used for storage of items.

\*Additional Setup:

\$5.00 per table \$1.00 per chair

**5. CONTRACT ACCEPTANCE**

The Vendor agrees that unless and until BYUH accepts the Vendor application, it shall not be binding. If and when said contract is properly accepted by BYUH and returned to the Vendor, it shall become binding upon both BYUH and Vendor, with respect to space assigned and use thereof and all other matters included in the Contract and the Vendor Rules and Regulations, BYUH retains the right to refuse any applicant that it deems not appropriate. BYUH Security has the right to revoke any permits for non-compliance of University policies and procedures.

**6. QUALIFYING PRODUCTS**

All products sold at the designated event must be approved by BYUH. Vendor may sell only items described under "Description of Approved Items" and approved by BYUH. **Any product(s) that are inappropriate, sexual in nature, gang related or contain alcohol, tobacco, or drugs are prohibited.** BYUH will request that any vendor in violation remove such products immediately. BYUH has the right to evict any vendor who refuses to comply with this request; there will be no refund of fees paid. Commissary Support Kitchen: If you are using Commissary Support Kitchen, Food Services reserves the right to request a copy of your most recent work schedule's sign in/sign out sheet to ensure that you are using the commissary in your preparation.

Description of Approved Items
Fresh produce ; or other approved products

**7. FOOD & BEVERAGE SALES**

BYUH Food Services will keep its Seaside Snack Bar open during operational hours of the farmers market. **Independent food and beverage sales from vendors without written approval are prohibited.**

**8. ALCOHOLIC BEVERAGES**

The selling or consuming of alcoholic beverages including Kava, tobacco, or illegal drugs is prohibited at BYUH. All violators will be removed and banned from the BYUH campus.

**9. Setup**

Vendors must be

- Setup at least ½ hour PRIOR to starting time
- Keep area clean during hours of operation
- Responsible for maintaining the cleanliness of the booth area during the event.
- Provide a walkway in front of booth for customers to walk through
- Completely cleaned up at least 1 hour after the event.

*All business or other activity, for which the vendor has rented space, **must be conducted within the designated booth space** as noted on item #4 only.*

*No distribution, canvassing, flyers, nor vending of any kind may be done by walking the campus grounds*

**10. ELECTRICAL/WATER SOURCE**

Electrical and water sources are **NOT** provided at the event.

**11. CLEAN UP OF AREA**

Responsibility of vendors — unsold product and emptied storage containers, and trash must be removed from the area by the vendor.

**12. PARKING OF VEHICLES**

Parking stalls are located near the Lorenzo Snow Building (Admin bldg.) Loading and unloading parking only is permitted near the Ballroom.

**13. LIMITATION OF LIABILITY**

BYUH, any of its employees or representatives of the event site, will not be responsible for any loss, injury or damage, including that by fire and/or theft, which may occur to a Vendor or to his agents, or employees or to their property or wares, arising from any cause whatsoever, prior to, during, and subsequent to the period of the event. Each Vendor, by signing a contract for space expressly understands that he/she releases BYUH, from and agrees to indemnify it against all claims for any loss, injury, or damages.

**14. CANCELLATIONS**

All requests for cancellations must be made by email at least by Monday at 4pm, the week of Farmers Market.

**Any cancellations received after this will result in your table(s) charges being added to your next Farmers Market event.**

**GENERAL RULES – ALL VENDORS (continued)**

**15. ADHERENCE TO BYUH STANDARDS & GUIDELINES**

Vendors must comply with all University policies and procedures including the BYU Hawaii Dress and Grooming standards and Honor Code (refer to brochure).

**16. Contact or further inquires:**

Email – [hilda.kajiyama@byuh.edu](mailto:hilda.kajiyama@byuh.edu)

Phone Number: (808) 675-3573

Mailing address- BYU Hawaii Food Services #1965, 55-220 Kulanui Street, Laie, HI 9676

***I AFFIRM THAT I HAVE CAREFULLY READ THIS CONTRACT AND UNDERSTAND ITS CONTENTS AND PURPOSES AND AGREE TO ALL THE TERMS SET FORTH ABOVE AND TO PAY ALL ASSESSED CHARGES.***

**Vendor Signature:** \_\_\_\_\_

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

**Print name:** \_\_\_\_\_

<b>PART 1: VENDOR INFORMATION</b>	<b>BYUHVS # 80000-</b>
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First Name	Last Name	Application Date	
Telephone 1	E-mail	Event Campus Farmers Market as noted: for Fall as noted above. <b>Not including Night Farmers</b>	
Address:		City	State      Zip

**LIST ALL ITEMS TO BE SOLD (*ITEMS SUBJECT TO APPROVAL*)**

1.	4.
2.	5.
3.	6.

**PART 2: VENDOR REQUIREMENTS (*VENDOR TO INITIAL EACH ITEM*)**

Initial	Requirement
	<ul style="list-style-type: none"> <li>▪ <b>Fees (CASH ONLY)</b> will be collected by Food Service Accountant on the <u>day of the event</u></li> </ul>
	<ul style="list-style-type: none"> <li>▪ <b>BYUH General Rules – All Vendors</b>, contract received, read, signed and submitted to FDS.</li> <li>▪ Copy of contract received by Vendor.</li> </ul>
	<ul style="list-style-type: none"> <li>▪ I understand that I will submit my original General Excise license to BYU-H Food Services along with application and fees. <a href="http://www6.hawaii.gov/tax/2012/bb1packet.pdf">http://www6.hawaii.gov/tax/2012/bb1packet.pdf</a></li> </ul>
	<ul style="list-style-type: none"> <li>▪ I UNDERSTAND THAT <b>ALL ARRANGEMENTS MUST BE MADE DIRECTLY WITH BYU-H Food Services Director ONLY. ALL OTHER ARRANGEMENTS WILL NOT BE HONORED.</b></li> </ul>

**LIABILITY AND CERTIFICATION**

	<input type="checkbox"/> <b>Copy Assumption of Risk and Release Agreement or Certificate of Liability Insurance. (Food &amp; Produce only)</b> <i>General Business Liability Insurance Policy (with at least \$1,000,000.00 minimum coverage-BYU- Hawai'i food services must be listed on policy as an additional insured. The BYU Hawai'i Culinary Center and all of its equipment are also additionally privately insured.)</i>
	<input type="checkbox"/> <b>Food Safety Certified (either from State of Hawaii or another state) Servsafe Certification also accepted</b> <a href="https://www.statefoodsafety.com/food-handler/hawaii-food-handlers-card">https://www.statefoodsafety.com/food-handler/hawaii-food-handlers-card</a>
	<input type="checkbox"/> <b>Copy of DOH Permit Expiration date _____ (Food Only)</b> <a href="http://health.hawaii.gov/san/permit-applications/">http://health.hawaii.gov/san/permit-applications/</a> (short term/temporary term) as noted on permit  <a href="http://health.hawaii.gov/san/files/2013/06/commissaryagreement.pdf">http://health.hawaii.gov/san/files/2013/06/commissaryagreement.pdf</a> (over 3 months)
	<input type="checkbox"/> <b>All individuals involved in the Farmers Market that sells food must submit documents that they have their Hep A shot.</b>

**OFFICE USE ONLY**

<input type="checkbox"/> Approved <input type="checkbox"/> Denied If denied, explain:	Date Approved:	Date Customer Notified:
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Comments:	Director or Chef Signature:
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