



Food Services

NIGHT MARKET (NON-FOOD VENDORS)

1. Agreement

See section 18 for email to submit contract and supporting images for review

PART 1: VENDOR INFORMATION		BYUHVS #	80000
Company Name or DBA:			
Contact First Name	Contact Last Name	Application Date	
Telephone	E-mail	Request/Paid for extra: (in addition to 1 table and 2 chairs provided) _____ Tables _____ Chairs	
Address:		City	State Zip
PART 2: VENDOR PRODUCT INFORMATION			
LIST ALL ITEMS TO BE SOLD (<i>ITEMS SUBJECT TO APPROVAL NO DUPLICATE ITEMS FROM OTHER TRUCKS OR SEASIDER</i>) **IF NOT LISTED ADDITIONAL ITEMS CANNOT BE SOLD			
1.	7.		
2.	8.		
3.	9.		
4.	10.		
5.	11.		
6.	12.		
USE SEPARATE SHEETS IF PRODUCTS SOLD EXCEED 12 ITEMS.			

2. **ASSIGNMENT OF CONTRACT**

Booth space will be allocated at the discretion of BYUH with due regard to grouping of vendors and the date upon which this application is received by BYUH. The decision of BYUH with respect to allocation of booth space will be final and binding upon all vendors. Closing or abandoning the contracted booth space before the established closing time will jeopardize future participation by Vendor in the designated event. Vendors may not transfer or sublease the permit or booth to another person or vendor without the prior written approval of BYUH.

3. **LOCATION, DATES & HOURS OF OPERATION**

Night Market which is held in the Aloha Plaza as noted:

Fall 2025 – September 10, 2025 & October 08, 2025

- Night Market hours of operation **5:30pm-10:00pm**
- Set up time: **3:30pm – 5pm** / Off campus by **11:30pm**
- Vendor must be set up and ready for service 30 minutes prior to the start of Market (5pm)
- Vendors failure to set up before start time BYUH reserves the right to deny any future participation
- Vouchers must be redeemable between 11am-1pm (vouchers as listed in section 13)

4. **BASE FEES**

Base fee: Vendor agrees to pay BYUH Food Services a base fee in the amount of **\$30 per event date** as listed in section 3

*Aloha Plaza is the only location available for vendors.

_____ (int) If vendor fails to inform Food Service of their inability to attend an event date (section 15), Vendor will be charged for the missed event PRIOR to being permitted to participate in another event. All fees and deposits are non-refundable. **If one (1) event is missed with or without notice the vendor contract will be terminated. BYUH reserves the right to deny any future participation.**

- Application Fee and Space. Vendor will be allowed to choose one of the following options. Please check your choice and initial your space choice:

_____ (int) **10x10** space under BYUH provided EZ Corner. Vendor must stay within 10x10 poles of EZ Corner. Please note multiple vendors will be sharing space under each BYUH provided EZ Corner.

_____ (int) **10x20** space under BYUH provided EZ Corner (2 spaces). Additional \$20 per date for extra space. Must inform BYUH in advance so space will be assigned together.

_____ (int) **Alternative option...** 13x13 vendor provided pop up tent, assigned location by BYUH located on the sidewalk closest to Banyan Dining Hall. Vendor pop up tent cannot exceed 13x13 space, **must provide own tent and must be approved 7 business days prior to event. Vendor is required to provide weights to secure tent due to inclement weather and stay within the confines defined above. Weights must be above ground, no pegs and not allowed to tie down on trees or property of BYUH.**

- Fee includes 1 - 6' x 30" table, 2 chairs and selling area space noted above. Chairs are NOT to be used for storage of items
 - Only university tables and chairs are permitted at events.
 - Additional Setup: \$5.00 per additional table, \$1.00 per additional chair
- **Deposit is non-refundable and will be applied to the last event date as listed in section 2 or applied towards any penalty for no show without proper notice.**

Fee due date **August 22, 2025**, to BYUH Food Service Accounting office (10am-1:30pm)

5. RECEIPT OF APPLICATION

Please review, sign and initial all areas required on application before submitting. Images of vendors' products being sold are required to be submitted with application. Email signed applications and images to email listed in section 18. Applications will be processed on a first-come, first-serve basis and must be received at **least ten business days prior to Night Market.**

6. CONTRACT ACCEPTANCE

Vendor agrees that unless and until BYUH accepts the Vendor application, it shall not be binding. When said application is properly accepted by BYUH and returned to Vendor, the terms thereof shall become contractually binding upon both BYUH and Vendor with respect to space assigned and use thereof. BYUH retains the right to lawfully refuse any applicant that it deems inappropriate. Furthermore, BYUH has the right to lawfully revoke any permits for non-compliance with university policies and procedures.

Upon receipt of the vendor application (properly filled out with product images) the vendor application and product will be under review. Vendors will be notified via email of approval or denial prior to the event. A confirmed space will then be assigned to the vendor by BYUH.

Tables will be labeled with vendors name to show assigned vendor space. Tables, chairs and assigned locations are not to be moved or changed at any time without Food Service Manager advance approval. Failure to follow these rules will result in termination of contract and will be used for review in any future events.

7. QUALIFYING PRODUCTS

Vendor may sell only items described under "Description of Approved Items" and approved in advance by BYUH Food Services. The sale, possession, or consumption of **any product(s) that contain alcohol, tea/coffee, Kava, tobacco, or drugs is prohibited.** Vendor is also prohibited from selling or displaying items that are sexual in nature or gang related. BYUH will request that Vendor remove such products immediately. BYUH has the right to evict Vendor and immediately terminate this agreement for noncompliance with this section and vendor may not be allowed to participate in future events on campus.

_____ (int) The sale or use of alcohol, smoking, vaping, kawa and other such items are prohibited while on campus. Vendor, their staff or family/friends assisting vendor will follow all guidelines and restrictions while on campus. Failure to follow university standards and guidelines will terminate vendors contract and any future participation on campus.

Any food being sold must be qualified product listed under the Department of Health Homemade Food Operations. Any food items outside of Department of Health approved guidelines will not be qualified under a non-food vendor contract. A food vendor contract and requirements will need to be filled out with all supporting documents.

8. FOOD & BEVERAGE SALES

Food and beverage sales by vendors are prohibited unless approved by BYUH as stated in section 7.

9. SALES TAX

All required collection and remittance of government taxes is the sole responsibility of Vendor.

10. SETUP _____ (int)

Vendors must be:

- Completely setup ½ hour PRIOR to starting time
- Loading docks, if available, are allowed to be used for 10 minutes and only used for dropping off and picking up only during set up and breakdown time as listed in section 3. Vendors are limited to 10 minutes max. Loading docks are not available for parking, unloading/loading or storing equipment. If sold out before the event ends loading docks are not allowed to be used. The same rules apply after the event has ended with a maximum of 10-minutes ramp access.
- Keep the 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 ends

*All business or other activity, for which Vendor has been designated space, **must be conducted within the designated space only and as assigned.***

No distribution, canvassing, flyers, nor vending of any kind may be done by walking the campus grounds UNLESS arrangements have been made in advance with BYUH Food Services.

11. ELECTRICAL/WATER SOURCE

Electrical and water sources are **NOT** provided at the event. All power sources must be provided by Vendor and must be approved by BYUH at least one week before the event. Power outlets on campus are not allowed to be used at any time by vendor. **Vendor must properly dispose of all wastewaters off university property. Do not pour in fields or drains.**

12. CLEAN UP OF AREA

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

13. COMPLIMENTARY VOUCHERS

Vendor will provide BYUH a valid pass at no cost to the University **(1) package/bag/item valued at \$10** or as otherwise agreed upon for promotional marketing by the BYUH Food Services Retail Manager.

14. PARKING OF VEHICLES _____ (int)

Parking stalls are located near the Lorenzo Snow Building (Admin parking lot / under solar panels) Loading and unloading is permitted near the Ballroom for no more than 10 minutes. Vehicles are not permitted to park on loading ramps near Ballroom.

Vehicles or golf carts are not permitted to drive into the Aloha Plaza, Aloha Center or to their assigned booth location for any reason. Failure to follow such rules will lead to termination of contract and any future events.

15. LIMITATION OF LIABILITY, INDEMNIFICATION

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 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 services.

Vendor agrees to, and does hereby, indemnify, hold harmless, and defend BYUH, its officers, employees, volunteers, and agents (the "Indemnified Parties") from and against any and all claims, causes of action, liabilities, obligations, losses, damages (including punitive damages), settlement payments, costs and expenses (including reasonable attorney's fees), interest, awards, judgments, diminution in value, fines, fees, penalties, or other charges arising out of or relating to Vendor's services under this agreement ("Claims"), except to the extent that the Claims arise from the negligence, breach of this Agreement, violation of law, or willful misconduct of one or more of the Indemnified Parties.

16. CANCELLATIONS

All requests for cancellations will be non-refundable and must be made in writing and/or via phone or email directly to the BYUH Food Services Retail Manager no later than 1:30 p.m. on **September 03, 2025**. Notification of inability to attend on a specific date must be made 10 days prior to the absence.

17. REGULATORY REQUIREMENTS

Vendor is responsible to obtain, warrants and represents that it will timely obtain, all licenses and permits, including paying any associated fees, as required by any government agency necessary for the services. Vendor shall be responsible for compliance with all federal, state, and local laws, rules and regulations applicable to its performance of the services. For the avoidance of doubt, vendor's services, including credit card processing, shall be provided in a PCI-compliant manner.

Vendor shall adhere to the highest standards of cleanliness and sanitation and shall comply with all federal, state, local health and sanitation laws and regulations that apply to food service operations. Failure to take immediate remedial action shall be considered a material breach of this Agreement.

18. ADHERENCE TO BYUH STANDARDS & GUIDELINES

Vendor acknowledges to have read and understood the BYUH Honor Code and Dress and Grooming Standards, which are incorporated by reference into this Agreement, and agrees to comply with the same while performing services on campus at BYUH. <https://honorcode.byuh.edu/> (int) Vendor agrees to dress in compliance with BYUH Honor Code and Dress and Grooming Standards while on campus as a vendor.

19. Contract and Supporting Images must be emailed to:

Email – hilda.kajiyama@byuh.edu
 Phone Number: (808) 675-3573

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: _____

PART 2: VENDOR REQUIREMENTS (VENDOR TO INITIAL EACH ITEM)	
Initial	Requirement
	<ul style="list-style-type: none"> Fees (CASH ONLY) will be collected by Food Service Accountant on the <u>day of the event</u>
	<ul style="list-style-type: none"> BYUH General Rules – All Vendors, contract received, read, signed and submitted to FDS. Copy of contract received by Vendor.
	<ul style="list-style-type: none"> Non-Food Vendors – Vendor is responsible for all license fees or permits required by any government agency necessary for the operation of Vendor's business. Vendor shall conduct its business in such a manner that no law, ordinance, rule or regulation of any government agency will be violated. Failure to comply will result in immediate termination of any and all rights established herein.

	<ul style="list-style-type: none"> ▪ ALCOHOL, SMOKING, VAPING, KAWA – I UNDERSTAND THAT AS A VENDOR I UNDERSTAND AND AGREE TO FOLLOW ALL GUIDELINES AND RESTRICTIONS LISTED IN SECTION 17 	
	<ul style="list-style-type: none"> ▪ I UNDERSTAND THAT <u>ALL ARRANGEMENTS</u> MUST BE MADE DIRECTLY WITH BYU-H Food Services Director ONLY. ALL OTHER ARRANGEMENTS WILL NOT BE HONORED. 	
OFFICE USE ONLY		
<input type="checkbox"/> Approved <input type="checkbox"/> Denied If denied, explain:	Date Approved:	Date Customer Notified:
Comments:		Director or Chef Signature:

For further inquiries:

Email – kauibenson@byuh.edu or phone 808-675-3562

Mailing address- BYUH Food Services #1965, 55-220 Kulanui Street, Laie, HI 96762