BYU HAWAII | Food Services

2026 - VENDOR APPLICATION

1. Agreement

VENDOR	AMOUNT COLLECTED:	$ .00

Company Name:		
Contact First Name	Contact Last Name	Application Date
Telephone	E-mail	**Extra Charge (1 table & 2 chairs included):** Table _____ Chair _____

Address:	City	State	Zip

2. VENDOR TYPE:

All vendors must provide their own pop-up tent, no larger than 13' x 13' (see Section 11)

MUST Check One:

_____ **Merchandise Vendor**

- Vendors selling non-food items including, but not limited to: jewelry, crafts, clothing, accessories, bags, toys, artwork, and similar merchandise.

_____ **Baked Goods Vendor**

- Vendors intending to sell baked goods must provide the proper supporting documents listed in Section 4 or offer products approved under the Department of Health's "Approved Homemade Food Products" guidelines as outlined in the "Starting a Homemade Food Operation" form.

_____ **Food Vendor**

Vendor Setup Options: (Select One) ___ **Food Truck/Trailer** ___ **Pop-up Tent**

- Vendors intending to sell any type of food or beverage product must obtain prior approval and provide all required supporting documents listed in Section 7.

3. VENDOR PRODUCT LIST

VENDOR PRODUCT INFORMATION (REVIEW SECTION 4 & 5 QUALIFYING AND PERMITTED LIST)	
LIST OF ALL ITEMS TO BE SOLD ** THIS MUST BE COMPLETED FOR ALL VENDOR TYPES** (*ITEMS SUBJECT TO APPROVAL & NO DUPLICATE ITEMS FROM OTHER FOOD VENDORS OR BYUH FOOD SERVICES*) **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.

4. VENDOR APPLICATION PROCESS

Vendors must read, sign, and submit the completed application. The Market Manager will review the application and all items/products listed to ensure they comply with all market rules and guidelines. The Market Manager will notify the Vendor of the application's approval or denial. Once approved, the Vendor is required to submit payment to secure and lock in their application and vendor space.

Applications are not considered valid or confirmed until payment has been received. Please see Sections 7 and 15 for the applicable deadlines for deposits and base fees.

5. 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.

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.

6. PERMITTED BEVERAGES

Any beverage, whether dispensed or not, offered by Vendor must be a Pepsi Beverage Company brand or a subsidiary product (including water, soft drinks, juices, etc.) bearing the Pepsi Brand or Pepsi Marks. **All beverages sold by Vendor must be sold at the same retail price as found on BYUH campus.** Vendor should submit a beverage list and size(s) to BYUH to obtain the appropriate pricing.

Exception- Hot chocolate, Hawaiian Sun Drinks, Otai, Vaifala and Horchata may be sold at specific locations with prior approval and must be listed under Vendor's food product information.

7. DATES AND HOURS OF OPERATION

Market dates and times as noted. Please check all dates you plan to attend:

2026 Farmers Market Dates:

- **__ October 23 / __ November 6 / __ November 20 / __ December 4**

2026 Night Market Dates:

- **__ October 7 / __ December 16**

- Farmers Market hours of operation: **10:30 AM – 1:30 PM**

  Set-up times:
  - Food trucks/trailers: 7:30 AM – 8:00 AM
  - Pop-up tents: 8:00 AM – 10:00 AM
- Night Market hours of operation: **5:30 PM – 9:00 PM**

  Set-up times:
  - Food trucks/trailers: 2:30 PM – 3:30 PM
  - Pop-up tents: 3:30 PM – 5:00 PM

All base fees are due seven (7) business days prior to each event date and must be paid to the BYUH Food Services Accounting Office during office hours: Monday–Friday, 9:30 a.m.–1:30 p.m.

8. REQUIRED SUPPORTING DOCUMENTS (Food Vendors Vendor Only)

The following documents are required and must be submitted with the vendor application:

- Insurance – General Liability, Umbrella Liability, and Workers' Compensation (as outlined in Section 8)
- Insurance – Automobile Liability (as outlined in Section 8) for:
  Food trucks, Food trailers & Personal vehicles used to tow food trailers
- Food trailers must be properly registered to operate on campus.
- Current Food Handler's Card/Certificate
- State of Hawai'i Department of Health – Food Establishment Health Inspection Report and Pink Placard
- State of Hawai'i Department of Health – Food Safety Green Placard
- State of Hawai'i General Excise Tax License (copy of original license)

A Special Event Food Establishment Permit may be submitted in place of the Food Safety Green Placard.

Required permit information:

- **Event Name: BYUH Market**
- **Event Location/Address: 55-220 Kulanui St, Laie, HI 96762**
- **Event Coordinator: BYUH Food Service Manager (Kaui Benson)**
- **Event Coordinator Phone: (808) 675-3562**

9. INSURANCE

Vendor shall obtain and maintain during the services under this agreement insurance coverage at least as broad as the following:

(i) *Commercial General Liability ("CGL")*: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, broad form property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000**. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit;

(ii) *Automobile Liability:* ISO Form Number CA 00 01 covering any auto (Symbol 1), or if Vendor has no owned autos, covering hired, (Symbol 8) and non-owned autos (Symbol 9), with limit no less than $1,000,000 Combined Single Limit for bodily injury and property damage;

(iii) *Workers Compensation*: As required by the State of Hawaii, with Statutory Limits and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease; and

Vendor's liability policies are to name Brigham Young University–Hawaii, and its parent, subsidiary, and affiliated companies, including their respective directors, trustees, officers, employees and agents, as additional insureds and be written on a primary and non-contributory basis. Vendor shall furnish BYUH with certificates of insurance evidencing its compliance with the provisions of this section upon request.

Vendor hereby grants to BYUH a waiver of any right of subrogation which the workers compensation insurer of Vendor may acquire against BYUH by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not BYUH has received a waiver of subrogation endorsement from the insurer.

Insurance Certificate Holder and supporting Endorsement must list BYUH as follows:

Brigham Young University Hawaii
BYU-H
55-220 Kulanui St
Laie, Hi 96762

10. FOOD TRUCK INSPECTION

BYUH reserves the right to inspect and monitor Vendor's operations including the hours of operation, prices, quality, appearance, cleanliness, state of repair of unit, staff dress, attitudes, customer services and general customer satisfaction. Inspections shall be conducted so as not to interfere with the normal operation of the service function. BYUH anticipates conducting inspections once on campus.

Food Truck/Trailer current registration is required to be on campus. Vendor is required to provide proof of current registration document to BYU-H. Insurance for truck and vehicle pulling trailer as listed in section 17

11. ELECTRICAL/WATER SOURCE

Electrical and water sources are **NOT** provided for food trucks/trailer or pop-up tents.
Vendor must provide its own generator and be kept properly in designated space as assigned.

12. ASSIGNMENT OF SPACE LOCATION ON CAMPUS

Space Assignment & Setup Requirements

- Vendor must provide its own pop-up tent not exceeding 13’ x 13’ in size.
- Booth space and location assignments will be determined solely by BYU–Hawaii Food Services. All assigned locations are subject to change, relocation, or reassignment at any time at the discretion of BYU–Hawaii Food Services

Food Vendor Setup Options:

- One (1) table and two (2) chairs will be provided by BYU–Hawaii Food Services.
- Additional tables ($5.00 each) and chairs ($1.00 each) may be requested, subject to availability. Requests must be submitted at the time base fees and deposits are collected.
- Vendors are not permitted to bring personal tables or chairs unless prior approval has been granted.

Setup Requirements:

- Vendors must provide adequate weights to secure tents properly.
- Staking, pegging, or tying down to university property, buildings, equipment, plants, or trees is strictly prohibited.
- All vendors must be fully set up and ready for service at least 15 minutes before the market opening time.

Departure Requirement:

- All vendors must vacate campus no later than 60 minutes after the market concludes.

Compliance:

- Failure to comply with these requirements may result in contract termination and may impact eligibility for future participation in events.

13. SETUP (see section 6 for hours of operation)

General Requirements

- Vendor must be **completely set up and ready for service 15 minutes prior to the official start time**.
- Vendor must **remain open and operational until closing hours** with adequate products available for sale.
- Vendor is responsible for **maintaining a clean service area during all hours of operation**, including proper disposal of waste off-site.
- Vendor must be **fully cleaned up and off campus by the listed operating hours**.
- All signage must be properly set up and always remain within the designated vendor space.
- All business activity must be conducted **only within the assigned vendor space**.

Restrictions

- No distribution, canvassing, flyers, or vending is permitted outside the assigned space or by walking the campus grounds **unless prior written approval is granted by BYUH Food Services**.

Setup & Safety Guidelines

- Food trucks must carry **proper, nonexpired fire extinguishers** as required by HFD:
  - Class K extinguisher
  - Dry chemical extinguisher
- No propane or gas storage is allowed inside food trucks (per HFD guidelines).
- Fuel must be stored in **approved safety gas cans** (HFD guidelines).
- All compressed gas cylinders and generators must be **securely fastened to a stationary part of the vehicle**.
- At least one wheel chock must be placed on a tire during operation.
- Catering services are not permitted on campus without prior approval and required documentation from BYUH Food Services.
- No additional equipment (vehicles, trailers, tents, tables, chairs, or signage) is allowed outside of the approved setup area unless pre-approved.
- Outdoor cooking is strictly prohibited. All food must be:
  - Prepared and contained within the food truck/trailer, or
  - Delivered from an approved support kitchen with prior approval.
- Personal and staff parking is not provided. Vendors must follow all posted campus parking regulations.
- Open spaces between vendors must always remain clear.
- Loading docks may not be used for parking, unloading, or storage.
- BYUH-owned equipment must not be moved or used by vendors.
- Vendors are prohibited from driving personal vehicles or carts within designated event areas.

14. CLEAN UP OF AREA

Responsibility of Vendor unsold product, emptied storage containers, trash, oil and wastewater must be removed from the area by Vendor. Vendor is responsible for removal of all trash off property and not disposed of in campus containers and/or bins.

15. BASE FEE AND CLEANING DEPOSIT:

Vendor agrees to pay BYUH Food Services a base fee per event date in the following amounts:

Farmers Market Fees

- **Merchandise Vendors: $20**
- **Baked Goods Vendors: $20**
- **Food Vendors: $40 + $100 deposit (one-time fee per semester)**

Night Market Fees

- **Merchandise Vendors: $40**
- **Baked Goods Vendors: $40**
- **Food Vendors: $75 + $100 deposit (one-time refundable fee per semester)**

Cleaning Deposit and Base Fee Due Date

All cleaning deposits and base fees are due seven (7) business days prior to each event date and must be paid to the BYUH Food Services Accounting Office during office hours: Monday–Friday, 9:30 a.m.–1:30 p.m.

The payment of the base fee shall be in addition to the cleaning deposit as described herein.

- **Cleaning Deposit: $100 (refundable)** due seven (7) business days prior to the first event date and after application has been approved. Payment received at the Food Service Accounting Office located behind the Banyan Dining Hall. Deposit will be refunded via voucher when Food Service Manager has assessed and cleared vendor assigned area. Vendor has 14 business days after cleared to pick up and redeem voucher. Failure to do so will result in
- Vendor is responsible for keeping its assigned area clean, orderly, and presentable at all times, and for properly removing and disposing of all waste off campus. Vendor must provide adequate flooring or protective coverings to prevent spills, stains, or damage caused by its operations, equipment, food, oil, or other materials.
- The Vendor is fully responsible for any spills or discharges of any kind, including liquids, food, waste, cooking oil, or motor oil, caused by the Vendor, its employees, or its food truck or trailer. All spills must be cleaned promptly and safely by the Vendor.
  Any costs for damage to BYUH property or for cleanup performed by BYUH due to unaddressed spills or debris may be deducted from the Vendor's cleaning deposit. If costs exceed the deposit amount, the Vendor will be billed for the remaining balance and must pay within thirty (30) days of notice from the BYUH Food Service Manager.

Deposit Refund Policy:

The vendor deposit will be refunded via voucher after the Food Service Manager has assessed and approved the vendor's assigned area. Vendors have **14 business days** from the date of approval to pick up and redeem their voucher. **Any voucher not redeemed within 14 business days will be considered abandoned, and the deposit will be retained by Food Services.**

16. COMPLIMENTARY VOUCHER

The Vendor shall provide BYU–Hawaii with one (1) complimentary voucher per event for the purpose of service evaluation, and one (1) additional voucher per event when requested by the BYUH Food Services Retail Manager for promotional use. Each voucher shall have a value of $10–$15 and shall be provided at no cost to the University.

17. SALES TAX

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

18. ADHERENCE TO BYUH STANDARDS & GUIDELINES

Vendor and its staff must comply with applicable university policies, procedures, and instructions, as may be revised from time to time, including the CES Honor Code and Dress and Grooming Principles and Expectations.

All music played by Vendor must not interfere with the general operations of the university and must adhere to BYUH standards and guidelines.

Vendor agrees to dress in compliance with BYUH Honor Code and Dress and Grooming Standards while on campus as a vendor. Vendor, staff and family members working in vendor booth all agree to refrain from alcohol, smoking, vaping, kawa and other such items are prohibited while on campus.

19. CANCELLATIONS

All requests for cancellations must be made in writing (email) and/or via phone directly to the BYUH Food Services Retail Manager no later than 1:30 p.m. 7 business days prior to the market. Refund will be given in full if cancellation is done properly and before cancellation date. Failure to provide BYUH Food Services with proper cancellation will result in nonrefundable base fee. Cancellations made after cancellation policy are not eligible for a refund.

20. TERMINATION

BYUH may terminate this agreement for any reason at any time with at least seven (7) days' notice to Vendor. Upon termination of the agreement per this provision, Vendor shall pay Vendor any remaining Base fee and remove any Vendor equipment from BYUH property, and Vendor and BYUH shall have no further obligations to each other.

21. 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.

22. RECEIPT OF APPLICATION

Please review, sign, and initial all required areas of the application before submitting. Images of the vendor's products intended for sale must also be included with the application. Signed applications, all supporting documents, and product images must be emailed to the address listed in Section 23.
Applications will be processed on a first-come, first-served basis and must be received at least seven (7) business days prior to the requested Market participation date.

23. 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 supporting documents and 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 the vendor's name to identify assigned vendor spaces. Tables, chairs, and assigned locations may not be moved or changed at any time without prior approval from the Food Service Manager. Failure to comply with these rules may result in termination of the contract and may be considered during the review process for participation in future events.

24. CONTACT OR FURTHER INQUIRES:

Email completed contract with all supporting documents and product images to:
Email – kaui.benson@byuh.edu or phone office:(808)675-3562 cell:(808)492-9295
Mailing address- BYUH Food Services #1965, 55-220 Kulanui Street, Laie, HI 96762

I acknowledge that I have read, understand, and agree to the terms and conditions of this Agreement. By signing below, I accept that this Agreement is legally binding and agree to pay all applicable fees, charges, and amounts due.

Vendor Signature: _____ Date: _____

Print name: _____

BYUH OFFICE USE ONLY

☐ Approved ☐ Denied If denied, explain:	Date Approved:	Date Vendor Notified:

Comments:	Director Signature