



## BRIGHAM YOUNG UNIVERSITY—HAWAII (BYUH) FARMERS MARKET VENDOR APPLICATION AND GENERAL RULES (FOOD VENDORS)

### 1. 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.

### 2. LOCATION AND DATES

With the uncertainty of our covid status in the state of Hawaii and the construction projects that are affecting the ballroom and Food Services, we have tentatively scheduled Mini-Farmers Market which will be held in the Aloha Center Mall as noted:

**Winter 2023:** Jan. 6, Jan 20, Feb 3, Feb 17, March 3, March 17, March 31, April 14,

The hours of operation are 10:30am – 1:30pm. Dates are subject to change at BYUH's sole discretion.

### 3. RECEIPT OF APPLICATION

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

Upon receipt of the vendor application (properly filled out) and approval by BYUH of Vendor's product offering(s), Vendor will be notified of approval to participate and a confirmed space will be assigned by BYUH.

- **Please ensure that pictures of products are INCLUDED with the vendor application**

### 4. FEES

The following fees will be collected on the day of the event:

- Application Fee and Space: \$30.00 per event/date
  - 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 additional table, \$1.00 per additional chair
- Only university tables and chairs are permitted at events.

Should Vendor miss an event after confirming its attendance, Vendor will be charged for the missed event PRIOR to being permitted to participate in another event. All fees and deposits are non-refundable.

### 5. CONTRACT ACCEPTANCE

Vendor agrees that unless and until BYUH accepts the Vendor application, it shall not be binding. If and 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 not appropriate. Furthermore, BYUH has the right to lawfully revoke any permits for non-compliance with 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 BYUH, in its sole discretion, deems inappropriate, sexual in nature, or gang related or that contain alcohol, kava, tobacco, or drugs are prohibited.*** BYUH will request that any vendor in violation remove such products immediately and may evict such vendor from campus, in such an event, there will be no refund of fees paid.

Commissary Support Kitchen: If Vendor is using a Commissary Support Kitchen, BYUH reserves the right to request a copy of Vendor's most recent work schedule's sign in/sign out sheet to ensure that Vendor is using the commissary in its preparation.

**7. FOOD & BEVERAGE SALES**

**Food and beverage sales from vendors without written approval are prohibited.**

**8. SALES TAX**

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

**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 Vendor has rented space must be conducted within the designated booth space only (as noted on item #4).

**10. ADVERTISING**

All business activity must be conducted within the footprint of the space designated by BYUH. No distribution, canvassing, flyers, nor vending of any kind may be done on the campus grounds. News releases, books, articles, announcements, reports, or any other publication pertaining to this project shall not be released without written approval from BYUH. In addition, any advertising used in the booth area shall be tasteful and in keeping with BYUH standards.

**11. ELECTRICAL/WATER SOURCE**

Electrical and water sources are **NOT** provided at the event. All power sources provided by Vendor shall be approved by BYUH at least one week before the event.

**12. CLEAN UP OF AREA**

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

**13. PARKING OF VEHICLES**

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

**14. LIMITATION OF LIABILITY**

Vendor shall, at all times and at its sole expense, indemnify, defend, save, and hold harmless BYUH and its officers, directors, employees, affiliates and agents, and their successors, licensees, sub-distributors, and assigns, from and against any and all claims, liability, losses, judgments, damages, cause of action, penalties, costs, and expenses (including reasonable attorneys' fees), incurred or sustained by reason of, or resulting from: (i) Vendor's services; (ii) any breach or alleged breach of any of the warranties, representations, or agreements herein, any reliance by BYUH upon any such warranties, representations, or agreements, or any exploitation of the rights granted to BYUH hereunder; (iii) any act or omission by Vendor or any person whose services or facilities shall be furnished by Vendor in connection with the services; or (iv) the use of goods, equipment or services furnished by Vendor, provided that such liability is not attributable to the sole negligence of BYUH. In the event that an entity shall make any claim or institute any suit or proceeding alleging any facts, which, if true, would constitute a breach by Vendor of any warranty, representation or agreement herein made, Vendor shall give

written notice to BYUH within seven (7) days. Vendor may also undertake, at its own cost and expense, defense thereof by retaining competent counsel to defend any suit or proceeding on behalf of Vendor. BYUH shall have the right to select counsel of its choice to defend BYUH against such a claim, suit or proceeding. This provision shall survive the termination of this Agreement.

Vendor and BYUH will assume all responsibility for the condition of their respective tools and equipment used in the performance of this Agreement. Vendor further agrees to release, waive, covenant not to sue, indemnify and hold BYUH, its officers, directors, employees, affiliates and agents (collectively, "Releases") harmless from any claims, liability, demands, injury (including death), or loss of any kind or description that may be sustained by Vendor or its officers, directors, employees, affiliates and agents alleged to be caused in whole or in part in connection with the services. Under no circumstances shall BYUH incur any liabilities whatsoever for damage, pilferage, acts of violence, fire, theft, including liability for damages, injury or sickness due to product spoilage, contamination, or other fault in connection with Vendor's services.

**15. CANCELLATIONS**

All requests for cancellations must be made by email no later than **Monday at 4pm, the week of Farmers Market.**

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

**16. REGULATORY REQUIREMENTS**

Vendor is responsible to obtain, and 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.

All food Vendors are required to be in compliance with Hawaii Department of Agriculture and/or Hawaii State Health Department regulations. One week prior to the first event, Vendors must provide copies of the appropriate registration and permits, if necessary, to BYUH.

Vendor shall adhere to the highest standards of cleanliness and sanitation and shall comply with all federal, state, and local health and sanitation laws and regulations that apply to food service operations. Copies of all health inspection reports, if applicable, shall be provided to BYUH upon request. Vendor shall immediately remedy any shortcomings identified by the health department that are within its control and responsibility. Failure to take immediate remedial action shall be considered a material breach of this Agreement.

**17. 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/>

**18. Contact for further inquiries:**

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 96762

***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: as noted above.	
Address:	City	State	Zip

<b>LIST ALL ITEMS TO BE SOLD (ITEMS SUBJECT TO APPROVAL)</b>
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1.	4.
2.	5.
3.	6.

<b>PART 2: VENDOR REQUIREMENTS (VENDOR TO INITIAL EACH ITEM)</b>
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Initial	Requirement
	<ul style="list-style-type: none"> <li>▪ <b>Fees (CASH ONLY)</b> will be collected by Food Service Accountant on the <u><i>day of the event</i></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>▪ <b>I understand that I will submit my original General Excise license to BYU-H Food Services along with application and fees.</b> <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>▪ <b>I UNDERSTAND THAT ALL ARRANGEMENTS MUST BE MADE DIRECTLY WITH BYU-H Food Services Director ONLY. ALL OTHER ARRANGEMENTS WILL NOT BE HONORED.</b></li> </ul>

<b>LIABILITY AND CERTIFICATION</b>
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	<input type="checkbox"/> <b>Copy Assumption of Risk and Release Agreement or Certificate of Liability Insurance. (Food &amp; Produce only)</b> <b>General Business Liability Insurance Policy</b> (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.)
	<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)

<b>OFFICE USE ONLY</b>
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<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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